Travel Plus

Single Trip & Annual Multi-trip Travel Insurance
Policy Wording

Contents

Contacting Us	3	Sections of cover:	
Schedule of Benefits - Single Trip & Annual Multi-trip	4	1. Emergency Medical Assistance & Expenses	18
Information for the Entire Policy	5 - 6	2. Personal Accident	19
Eligibility	6	3. Baggage	19
Geographical Areas	6	4. Cancellation & Cutting Short a Trip	19 - 20
Our Complaints Procedure	7	5. Travel Delay, Missed Departure & Missed Connection	20 - 21
Data Protection Statement	7 - 9	6. Passport, Documents or Driving Licence	21
Assistance Service	9 - 10	7. Personal Money	21
- What to do in the case of a medical emergency abroact		8. Personal Liability	21
Reciprocal Health Arrangements	10	9. Legal Expenses	21 - 22
How to Make a Claim	10 - 11	10. Baggage Delay	22
- Claim Checklist	44	11. Travel Risks	22
Important Exclusions and Conditions Relating to Health - Be Aware	11	12. Extended Journey Disruption	22 - 23
- Medical Screening		13. End Supplier Failure Insurance	23
- IMPORTANT – Change in State of Health		14. Winter Sports Cover	24
Activities	12 - 14	15. Cruise Cover	24 - 25
Definitions	14 - 16	16. Business Cover	25 - 26
Conditions	16 - 17	17. Gadget Cover	26 - 27
Exclusions	17 - 18	18. Travel Consumer Dispute	27 - 29
		Useful Information	29

Contacting Us

If you have any questions about your policy, please contact us at www.travelplusinsurance.co.uk or call us on:

023 9241 9050 for Brokers, Monday to Friday 9am-5pm, closed Bank Holidays, or

023 9241 9006 for Direct Customers, Monday to Friday 9am-5pm, closed Bank Holidays

Contacting ${f us}$ to notify ${f us}$ of an emergency or make a claim under this policy could not be easier.

When you contact us, you will need to tell us your name, your policy number and your contact details so we can keep in touch. Please try to have these and other useful information to hand.

Please make sure **you** notify **us** within thirty days of **your trip** ending of any occurrence likely to give rise to a claim.

We recommend that you save these important telephone numbers into your mobile phone.

	Phoning from the UK	Phoning from abroad
Emergency Medical Assistance 24 hour worldwide emergency medical assistance service	0203 819 7170	+ 44 (0) 203 819 7170
Claims Service (all sections other than sections 13, 17 & 18 - see below) Telephone Monday to Friday 9am-5pm, closed Bank Holidays To make a claim, in the first instance please contact: The Claims Department P J Hayman & Company Limited Stansted House, Rowlands Castle PO9 6DX Email: claims@pjhayman.com To download a claim form please visit: www.pjhayman.com/claims/ The fastest and easiest way to make a claim is online at www.submitaclaim.co.uk/tpl For any queries once you have submitted a claim: Claims Settlement Agencies 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD Email: tpl@csal.co.uk Tel: 01702 427 251	02392 419 837	+ 44 (0)2392 419 837
End Supplier Failure Insurance (section 13) - Claims Service Telephone Monday to Friday 9am-5pm, closed Bank Holidays Email: Insolvency-claims@ipplondon.co.uk IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ	0345 266 1872	+ 44 (0)345 266 1872
Gadget Cover (section 17) - Claims Service Visit our online claims portal: https://bastion.davies-group.com Email: gadgetclaims@davies-group.com Notify the claim administrators as soon as possible but ideally within 48 hours of your return to the UK.	0330 102 8698	+ 44 (0)330 102 8698
Travel Consumer Dispute (section 18) - Claims Notification & Advice Helpline Service Operates between the hours of 09.00 - 17.00 Monday to Friday excluding Bank Holidays. Claims must be notified within 30 days of returning from the trip which is the subject of the dispute and may give rise to any claim under this policy. Failure to do so could lead us to decline that claim. Please refer to the specific conditions relating to claims under section 18 within this policy.	01384 377000	+ 44 (0)1384 377000

Large Print and Braille

If you have problems reading this booklet, you can always call our Customer Services team for a large font, or Braille version. Phone: **023 9241 9050**

Schedule of Benefits - Single Trip (ST) & Annual Multi-trip (AMT)

Your chosen cover option will be specified in your policy schedule. You should read this policy wording for the full terms and conditions.

Cov	ver per person/per event	Essential - Limit up to	Premier - Limit up to	Premier Plus - Limit up to
Exc	eess*	£100	£75	£50
1	Emergency Medical Assistance & Expenses Hospital benefit Emergency dental treatment Kennel/Cattery fees	£5,000,000 £100 (£10 each 24 hrs) £200 £500	£10,000,000 £500 (£25 each 24 hrs) £500 £500	£10,000,000 £2,000 (£100 each 24 hrs) £500 £500
2	Personal Accident Death (under 16 / over 69 years) Loss of limb(s) or loss of sight Permanent total disablement (over 69 years)	£5,000 (£1,000) £5,000 £5,000 (Nil)	£10,000 (£5,000) £15,000 £15,000 (Nil)	£30,000 (£5,000) £30,000 £30,000 (Nil)
3	Baggage - Pair or set limit - Total for all valuables - Sports equipment limit	£750 £200 £100 £100	£2,000 £400 £600 £300	£3,000 £500 £750 £750
4	Cancellation & Cutting Short a Trip	£750	£5,000	£10,000
5	Travel Delay, Missed Departure & Missed Connection Delayed departure Abandonment of trip (after 10 hours delay) Missed departure/Missed connection	No Cover	£100 (£25 each 10 hrs) £5,000 £750	£500 (£100 each 10 hrs) £10,000 £1,500
6	Passport, Documents or Driving Licence	£100	£300	£500
7	Personal Money - Cash limit	£300 £150	£750 £350	£1,500 £750
8	Personal Liability	£2,000,000	£2,000,000	£2,000,000
9	Legal Expenses**	No Cover	£25,000	£50,000
10	Baggage Delay (after 8 hours delay)	£150	£150	£500
11	Travel Risks Hijack/Kidnap Mugging Catastrophe	No Cover	£2,500 (£100 each 24 hrs) £250 £750	£10,000 (£500 each 24 hrs) £1,000 £1,500
12	Extended Journey Disruption Delayed departure Unused travel & accommodation costs/Excursions Additional accommodation & transport costs Kennel/Cattery/Pet sitting fees	No Cover	£250 (£50 each 12 hrs) £5,000/£250 £1,000 £200	£250 (£50 each 12 hrs) £5,000/£250 £1,000 £200
	End Supplier Failure Insurance	No Cover	£2,500	£2,500
	Winter Sports Cover*** Winter sports equipment own Winter sports equipment hired Piste closure (not UK) Delay due to avalanche Winter sports activity and ski pack Delayed winter sports equipment (after 8 hrs delay)	No Cover	Optional (ST) / Included (AMT) £500 £150 £250 (£25 each 24 hrs) £200 £250 £100	Optional (ST) / Included (AMT) £1,000 £300 £500 (£50 each 24 hrs) £400 £500 £200
15	Cruise Cover*** Missed embarkation cover Formal cruise attire & delay (over 8 hrs) Cruise itinerary changes Additional emergency medical assistance & expenses - ship to shore repat Cabin confinement Unused excursions	No Cover	Optional (ST) / Included (AMT) £750 £1,500/£250 £500 (£50 each missed port) £100,000 £500 (£50 each 24 hrs) £250	Optional (ST) / Included (AMT) £1,500 £2,500/£500 £1,000 (£100 each missed port) £100,000 £1,000 (£100 each 24 hrs) £500
16	Business Cover Business equipment - Business samples limit - Pair or set limit Essential item replacement & hire (after 8 hours delay) Courier replacement costs Business money Employee replacement	No Cover	Optional £2,000 £1,000 £1,000 £250 £250 £1,000 £1,000	Optional £2,000 £1,000 £1,000 £250 £250 £1,000 £1,000
		L.M. O	L C1 000	LC1 E00
	Gadget Cover Travel Consumer Dispute	No Cover No Cover	£1,000 £10,000	£1,500 £50,000

* Excess

- The **excess** as shown above, will apply to sections 1, 3, 4, 5, 6, 7, 8 and 17.
- Where cover is included or taken as an option, the excess will also apply to sections 14, 15 and 16.
- For loss of deposit claims a reduced **excess** will apply to section 4:£25 Essential cover, £15 Premier or Premier Plus cover.
- Section 17: Gadget cover the excess for Premier cover is reduced to £50.
- Section 18: Travel consumer dispute the excess is reduced to £35.
- Excess waiver: if you have paid the additional premium for the excess waiver, the excess would be reduced to Nil in the event of a claim (other than sections 17 and 18). Note: any excess imposed by us following your call to our Medical Screening Service will apply (other than sections 17 and 18).
- Voluntary excess: if you have opted for a discounted premium in favour of a voluntary excess, all excesses (other than sections 17 and 18) will be increased to £250. There is no voluntary excess option available if you have purchased Essential cover.
- ** Legal Expenses Not more than £50,000 Premier cover or £100,000 Premier Plus cover, in total for all persons insured on this policy.
- *** Winter Sports & Cruise covers Annual Multi-trip (AMT) policy cover is automatically included. Single Trip (ST) policy additional premium must be paid and shown on your policy schedule.

Information for the Entire Policy

Your policy is an agreement between you (the insured person shown in the policy schedule as the insured person) and the various parties providing the cover under the individual sections of this policy but is only valid if you pay the premiums.

Your most recent policy schedule sets out the information we were given when we agreed to provide you with the cover and terms of your policy.

Your policy provides cover for the sections and the **period of insurance** shown in **your policy schedule**. You must read **your** policy, **policy schedule** and any special terms or conditions, as one single contract. Please read all documents to make sure the cover provided meets **your** needs. If this is not the case, please contact **us** as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

Your policy is governed by English Law and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless agreed to the contrary by **you** and **us** before the commencement date. The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

The Conditions and Exclusions that apply to all parts of **your** policy are shown on pages 16 to 18. Please make sure that **you** read these as well as the cover shown in each section.

This is not a private medical insurance policy

Your Travel Plus Travel Insurance policy is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred unless these have been specifically agreed and authorised by the 'Emergency Medical Assistance Company' as part of a medical emergency covered by this policy.

Claims for reimbursement of costs

This insurance policy will only respond to claims for irrecoverable losses once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs – <code>you</code> should, in the first instance, contact <code>your</code> tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund in the current circumstances is legally due.

Claims arising from alcohol

We do not expect you to avoid alcohol during your trip, but we will not cover any claim arising from excessive alcohol consumption, by which we mean where you have drunk so much alcohol that you have notably impaired your faculties and/or judgement and you need to make a claim and this being evidenced by the results of a blood test which shows that your blood alcohol level exceeds 0.19% which is approximately four pints of beer or four 175ml glasses of wine. Please refer to the 'Exclusions which apply to the whole of your policy' section, number 3. and 4. on page 17.

IMPORTANT INFORMATION

We draw **your** attention to the exclusions detailed in the 'Exclusions which apply to the whole policy' section, in particular, exclusion 35. relating to an **epidemic** or **pandemic** which states:

Any claims directly or indirectly related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus (COVID-19)**, including any related and/or similar condition(s) howsoever named or any mutation of these. This policy will also not provide cover for claims relating to the fear or threat of **pandemic** and/or **epidemic**, including but not limited to **Coronavirus (COVID-19)** including any related and/or similar condition(s) howsoever called or any mutation of these.

In the event of a conflict between this Exclusion which applies to the whole policy and any other term in **your** policy terms and conditions, this Exclusion which applies to the whole policy takes precedence.

This Exclusion which applies to the whole policy applies to all sections of cover with the exception of Section 1: Emergency medical assistance & expenses (including Event D under Section 15) and Section 4: Cancellation & cutting short your trip, as long as, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) had NOT advised against all (or all but essential) travel to **your** intended destination.

Cancellation rights

Important - applicable to all policies: we will not refund the premium if you have travelled on the policy, or if you have made or if you intend to make a claim, or an incident has occurred which is likely to give rise to a claim.

To cancel your policy, please contact P J Hayman & Company Ltd on: 023 9241 9006 or email: Direct.sales@pjhayman.com

Alternatively, **you** can write to: P J Hayman & Company Ltd, Stansted House, Rowlands Castle, Hampshire PO9 6DX

1. If you wish to cancel the policy within the 14-day cooling off period

If you decide this cover is not suitable for you and you want to cancel your policy you must contact P J Hayman & Company Ltd within 14 days of buying the policy or the date you receive your policy documents. Any premium already paid will be refunded to you in full.

2. If you wish to cancel the policy outside the 14-day cooling off period

a. For Single Trip policies:

If **you** cancel the policy at any time after the 14 day cooling off period, **you** will be entitled to a refund of the premium paid, subject to a deduction of 30% for the cancellation cover **you** have received.

b. For Annual Multi trip policies:

If cover has started, **you** will be entitled to a pro-rata refund of premium, in accordance with the amounts shown below.

Period of cover	Refund due
If cover has not started	100%
Up to two (2) months	60%
Up to three (3) months	50%
Up to four (4) months	40%
Up to five (5) months	30%
Up to six (6) months	25%
Six (6) months or over	No refund

3. Our right to cancel the policy

We may cancel **your** policy where there is a valid reason for doing so by giving **you** 30 days' notice by registered post to **your** last known address. a proportionate refund of the premium paid will be made to the policyholder from the date **we** cancel the policy. Valid reasons may include but are not limited to:

- If you advise us of a change of risk under your policy which we are unable to insure:
- Where you fail to respond to requests from us for further information or documentation;
- Where **you** have given incorrect information and fail to provide clarification when requested; and/or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

No refund will be payable if **you** have made or intend to make a claim or if **your trip** has already started.

Trip extensions if you decide you wish to extend your trip whilst overseas

If, once you have left your home and before the end of the period of insurance, you decide you want to extend your policy, please contact P J Hayman & Company Ltd on +44 (0) 23 9241 9006 or Email: Direct.sales@pjhayman.com

Extensions can usually only be considered if there has been no change in **your** health (or that of a **close relative**, **close business partner** or **travel companion**), no claim has been made, or is intended to be made and no incident likely to give rise to a claim has occurred and **you** have not exceeded the maximum number of days cover **we** are able to offer **you**. However, should there have been a change in **your** health or **you** are aware that a claim has been made or will need to be made under the original policy then **we** may still be able to consider the extension provided full details are disclosed to P J Hayman & Company Ltd for consideration.

Trip extensions if you are unable to return home from your trip as planned

If, due to unexpected circumstances beyond **your** control, for example, due to **your illness** or **injury** or unavoidable delays affecting **your** return flight or public transport, **your trip** cannot be completed within the period of cover outlined in **your policy schedule** for an insured event, cover will be extended for **you** at no extra cost for up to 30 days. This also applies to one person travelling with **you** who is authorised to stay with **you** if agreed by the emergency medical assistance service if the extension is due to medical reasons. Please see the 'Assistance Service' details on pages 9 & 10.

Third party rights

You and **we** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. **You** and **we** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Dual insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportional share.

Optional cover

Your policy may be extended to include optional sections of cover, as shown in the 'Schedule of Benefits'. There will be no cover unless **you** purchase the relevant optional cover for **your trip**:

Premier & Premier Plus cover - for Winter Sports cover (Single Trip policy), Cruise cover (Single Trip policy) or Business cover.

Your policy will be extended to include the additional cover shown under the relevant section, where optional cover is taken under Section 14: Winter Sports cover, Section 15: Cruise cover or Section 16: Business cover, additional premium must be paid and shown on **your policy schedule**, to cover **your trip**.

Eligibility

We will provide the sections of cover as stated in your policy schedule during the period of insurance. This policy is only available to you (remember you and your relates to all persons insured on this policy) if:

- you are a UK resident who, at the time of buying their policy:
 - has their main home in the UK and has lived in the UK for at least 6 months, or
 - holds a valid British residency permit or visa or are a British member of Her Majesty's Armed Forces stationed overseas; and
 - is registered with a **UK medical practitioner**; and
 - is liable to pay taxes in England, Scotland, Wales or Northern Ireland;
- you have been in the UK for a minimum of 6 months in the year prior to purchasing your insurance policy;
- you have a UK National Insurance number (where aged 16 years of age or older) unless you are permanently resident in the Channel Islands or Isle of Man;
- you are in your home area at the time of purchasing this policy. Any trip that has begun when you purchase this insurance will not be covered;
- you are not travelling against the advice of a medical practitioner or where you
 would have been if you had sought their advice before beginning your trip;
- · you are not travelling with the intention of receiving medical treatment;
- your trip starts and ends in your country of residence, either the **United Kingdom**, **Channel Islands** or Isle of Man (Single Trip or Annual Multi-trip cover only);
- your trip starts in your country of residence, either the United Kingdom, Channel Islands or Isle of Man (One-way trip cover only);
- you must be travelling with the intention to return to your country of residence, either
 the United Kingdom, Channel Islands or Isle of Man within your trip dates unless
 an extension has been agreed with P J Hayman & Company Limited who have
 confirmed this in writing or as part of a valid medical claim as confirmed by the
 emergency medical assistance company.
- you comply with any requirements of your public transport carrier in its agreement to provide a service.
- your travel meets the definition of a trip or a business trip.
- For Single Trip cover:
 - You are aged:
 - 65 years or under on the date cover commences for Essential cover
 - 75 years or under on the date cover commences for either Premier or Premier Plus cover.
 - You are not travelling for more than 94 days.
- For Single Trip cover the policy cover start date and trip duration is shown in your policy schedule. Cover for your trip applies as follows:
 - for cancellation of a trip by you cover applies from the policy start date and ends when you leave your home on the trip start date.
 - for End Supplier Failure Insurance cover applies from the policy start date and ends when **you** complete **your trip**.
 - for cutting short a trip by you and for all other sections cover applies when
 you leave your home on the trip start date and ends on the trip end date or
 when you return home, whichever is earlier.
- For One-way trip cover:
 - cancellation cover is effective from the date shown on the policy schedule and terminates on commencement of the planned trip.

- for End Supplier Failure Insurance cover is effective from the date shown on the policy schedule.
- all other covers begin on the start date shown on the policy schedule.
- all cover finishes 48 hours after the time you first leave the immigration control
 of your final destination country (maximum duration must not exceed 31 days).
- For Annual Multi-trip cover
 - You are aged:
 - 65 years or under on the date cover commences for Essential cover
 - 75 years or under on the date cover commences for either Premier or Premier Plus cover.

If you have Annual Multi-trip cover, we will contact you prior to the expiry of the **period of insurance** as shown on your policy schedule. We will give you at least 21 days written notice before the expiry date.

- You are not travelling for more than:
 - 24 days, for Essential cover
 - 35 days, for Premier cover
 - 60 days, for Premier Plus cover (reduced to 35 days if aged 70 and over on the date cover commences).
- For Annual Multi-trip cover the policy cover start date and end date shown in **your policy schedule**. Cover for individual **trips** applies as follows:
 - for cancellation of a trip by you cover is effective immediately a trip is booked or from the policy start date shown on the policy schedule (whichever is the latest), and terminates on the commencement of each trip, or on the expiry of the policy (whichever is the earlier).
 - for End Supplier Failure Insurance cover starts from your chosen inception
 date or from the date of booking your trip, whichever is later and will cease
 on completion of your trip or expiry of the policy, whichever is the first.
 - for cutting short a trip by you and for all other sections cover applies when you leave your home to begin a trip and ends when you return home.
- Each trip must not exceed the number of days shown under trip duration in your policy schedule.
- You are a child named as an insured person. When purchasing Essential cover, children must travel with an insured person at all times. When purchasing Premier or Premier Plus cover children may travel independently from the insured persons.

Children under the age of 18 years must have the permission of their parent and/or guardian and be accompanied by a responsible adult during the **trip**.

For Annual Multi-trip cover only: any named **child** who is a student and normally resident in the **Channel Islands** or the Isle of Man, may commence their **trip(s)** from their **home area** or their place of education in England, Scotland, Wales or Northern Ireland

Geographical Areas

You will not be covered if you travel outside the area you have chosen, as shown on your policy schedule.

You will not be covered if **you** travel to a country or specific area or event to which the Foreign, Commonwealth & Development Office (FCDO) has advised against all or all but essential travel.

It is **your** responsibility to check the latest advice from the FCDO prior to commencing **your trip**, which **you** can find at: **www.gov.uk/foreign-travel-advice**

• Europe 1 (other than Europe 2 countries as listed below) including:

Austria, Azores, Belarus, Belgium, Bulgaria, **Channel Islands**, Corsica, Croatia, Czech Republic, Denmark (and the Faroe Islands), Estonia, Finland, France, Germany, Gibraltar, Hungary, Iceland, Isle of Man, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia, Sicily, Slovakia, Slovenia, Sweden, Ukraine, **United Kingdom**.

Europe 2 including:

Europe 1 shown above and Andorra, Cyprus, Greece, Morocco, Spain including the Balearic and the Canary Islands, Switzerland, Tunisia, Turkey.

Australia & New Zealand including:

up to 48 hours stopover in a country within a Worldwide area.

Worldwide including:

Egypt & Israel (but excluding Canada, Caribbean, USA, Afghanistan, Liberia and Sudan).

Worldwide including:

Canada, Caribbean, USA (but excluding Afghanistan, Liberia and Sudan).

Where Annual Multi-trip cover is purchased:

Europe 1 & Europe 2 will be shown as Europe.

Australia & New Zealand will be included within Worldwide areas including Egypt & Israel but excluding Canada, Caribbean, USA, Afghanistan, Liberia and Sudan.

Our Complaints Procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If **you** don't feel **we** have delivered this, **we** would welcome the opportunity to put things right for **you**.

For complaints relating to all sections other than sections 13, 17 & 18

1. Does your complaint relate to a claim?

In the first instance, please contact:

The Complaints Officer, Claims Settlement Agencies 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD

Tel: 01702 553443 Email: info@csal.co.uk

2. Does your complaint relate to your policy?

In the first instance, please contact:

The Customer Services Manager, P J Hayman & Company Limited Stansted House, Rowlands Castle, Hampshire PO9 6DX

Tel: 023 9241 9833

Email: Customerservices@pjhayman.com

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

If we are unable to resolve your complaint immediately, we will send you a written acknowledgement within two (2) days of receipt. We will then investigate your complaint and contact you within two (2) weeks of the date of your complaint.

In exceptional cases, where **we** are unable to complete **our** investigations within two (2) weeks, **we** will send **you** a written communication detailing why and will then respond within four (4) weeks of the date of **your** complaint.

If following **our** final response, **you** remain dissatisfied, **you** may if you wish, refer **your** complaint to Lloyd's, who will investigate and assess it on **your** behalf.

· Lloyd's contact details are as follows:

Complaints

Lloyd's Market Services

One Lime Street, London EC3M 7HA

Tel: **020 7327 5693** Fax: 020 7327 5225

Email: complaints@lloyds.com Website: www.lloyds.com/complaints

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Details of Lloyd's complaints procedures, including timescales are set out in a leaflet 'Your Complaint - How We Can Help' available at www.lloyds.com and also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, or, in the event, after a period of eight weeks from making your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS).

• The Financial Ombudsman Service (FOS) contact details are as follows:

Postal address: Exchange Tower, Harbour Exchange, London E14 9SR

Customer Helpline: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Other ways to get in touch:

0300 123 9 123 - calls cost no more than calls to 01 and 02 numbers (18002) 020 7964 1000 - calls using next generation text relay

You can find more information on the FOS at: www.financial-ombudsman.org.uk

Making a complaint does not affect your right to take legal action.

For Section 13: End Supplier Failure Insurance

You should in the first instance write to:

The Customer Services Manager

International Passenger Protection Limited

IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Email: info@ipplondon.co.uk Telephone: (020) 8776 3750 Fax: (020) 8776 3751

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our service to you.

It is **our** policy to acknowledge any complaint within 5 working days advising **you** of who is dealing with **your** concerns and attempt to address them. **We** will provide **you** with a written response outlining **our** detailed response to **your** complaint within four weeks of receipt of the complaint. **You** will receive either **our** written response or an explanation as to why **we** are not in a position to provide one within eight weeks of receipt of **your** complaint.

If you are not satisfied with the response you receive or we have failed to provide you with a written response, you may have the right to contact the Financial Ombudsman Service at the address above. To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint please contact them at: www.financial-ombudsman.org.uk/consumers/how-to-complain

Alternatively, as LMIE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

- Commissariat aux Assurances, 7, boulevard Joseph II, L-1840 Luxembourg Telephone: (+352) 22 69 11 -1 or Email: caa@caa.lu or
- Service National du Médiateur de la consommation (Individual Consumers ONLY) Ancien Hôtel de la Monnaie, 6, rue du Palais de Justice, L-1841 Luxembourg
 Telephone: (+352) 46 13 11 or Email: info@mediateurconsommation.lu or
- Médiateur en Assurances ACA, 12, rue Erasme, L-1468 Luxembourg Telephone: (+352) 44 21 44 1

For Section 17: Gadget cover

You should in the first instance write to:

Claims Administrators, Customer Relations

Davies Group, Unit 8, Caxton Road, Fulwood, Preston PR2 9NZ

Email: gadgetclaims@davies-group.com

Telephone: 0345 074 4788

For Section 18: Travel consumer dispute

You should in the first instance write to:

Arc Legal Assistance Ltd

PO Box 8921, Colchester CO4 5NE

Email: customerservice@arclegal.co.uk

Telephone: 01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

Next steps if you are still unhappy (relevant to sections 13, 17 and 18 only)

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website **www.financial-ombudsman.org.uk**

You can also contact them as follows:

Postal address: Exchange Tower, Harbour Exchange, London E14 9SR

Customer Helpline: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Other ways to get in touch:

0300 123 9 123 - calls cost no more than calls to 01 and 02 numbers (18002) 020 7964 1000 - calls using next generation text relay

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100

Data Protection Statement

Who controls my personal information?

This notice tells you how P J Hayman & Company Ltd and your Insurers, as joint data controllers, will deal with your personal information. Where your Insurer introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about **our** use of **your** personal information or complain about its use in the first instance, by contacting our Data Protection Officer:

For P J Hayman & Company Ltd

Post: The Old Theatre, Stansted House, Rowlands Castle, Hampshire PO9 6DX Email: CustomerServices@pjhayman.com

Visit www.pjhayman.com/documents/PJH_Privacy_policy .pdf for **our** full privacy policy notice terms

For Chaucer Syndicates Limited

Post: Plantation Place, 30 Fenchurch Street, London EC3M 3AD.

Email: ComplianceEnquiries@chaucerplc.com

Visit www.chaucerplc.com/privacy-cookie-policy/ for **our** full privacy policy notice terms.

For International Passenger Protection Ltd

Post: IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR.

Email: info@ipplondon.co.uk

Visit www.ipplondon.co.uk/privacy.asp for our full privacy policy notice terms.

For AXA Partners UK & Ireland

Post: 106-108 Station Road, Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Visit: www.axa-assistance.co.uk/en/privacy-policy/ for our full privacy policy notice terms

For Arc Legal Assistance Ltd

Post: PO Box 8921, Colchester CO4 5NE Email: customer service@arclegal.co.uk

Visit: www.arclegal.co.uk

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow SK9 5AF

What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that **we** require to fulfil **our** contractual or legal requirements unless **you** consent to provide additional information. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by your Insurer. More information about this can be found in the 'How do you use my personal information' section.

How do you use my personal information?

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services.

We will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which **we** will collect and use **your** personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- · to deal with administration and assess claims
- · to make and receive payments
- to obtain feedback on the service we provide to you
- to administer **our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use **your** health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between **you** and **us**.

We will contact **you** to obtain consent prior to processing **your** personal information for any other purpose, including for the purposes of targeted marketing unless **we** already have consent to do so.

Who do you share my personal information with?

Where necessary, **we** share personal information for the purposes of providing **you** with the goods and services **you** requested with the types of organisations described below:

- · associated companies including reinsurers, suppliers and service providers
- · brokers, introducers and professional advisers
- · survey and research organisations
- · credit reference agencies
- healthcare professionals, social and welfare organisations
- · other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies

Or, in order to meet **our** legal or regulatory requirements, with the types of organisations described below:

- · regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How do you use my personal information for websites and email communications?

When **you** visit **one** of our websites **we** may collect information from **you** such as **your** email address or IP address. This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How do you transfer my personal information to other countries?

Where **we** transfer **your** personal information to countries that are outside of the **UK** and the European Union (EU) **we** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the **UK** and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of **our** security measures for personal information transfers can be obtained from the relevant Data Protection Officer, full contact details can be found in the 'Who controls my personal information?' section.

How long do you keep my personal information for?

We will keep and process **your** personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- · to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

What are my data protection rights?

We will, for the purposes of providing **you** with a contract of insurance, processing claims, reinsurance and targeted marketing, process **your** personal information by means of automated decision making and profiling where **we** have a legitimate interest and/or **you** have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- · to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise **your** rights by contacting the relevant Data Protection Officer, full contact details can be found in the 'Who controls my personal information?' section.

What happens if I fail to provide my personal information to you?

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

How do you use my claims history?

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the relevant database. **We** and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the
 police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, your Insurer may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Assistance Service What to do in the case of a medical emergency abroad

We strongly suggest you put the telephone number for the emergency medical assistance service into your mobile phone before you travel, so that it is to hand should You need it: +44 (0) 203 819 7170

In a medical emergency

- Call an ambulance using the local equivalent of a 999 number or alternatively by dialling 112 within the EU
- Contact the 24 hour emergency medical assistance service immediately on: +44 (0) 203 819 7170

You may also email: internationalhealthcare@healix.com

You will need to provide some basic information:

- your telephone number, so you can be contacted in case you are cut off;
- · the name and age of the patient;
- · information about the medical situation;
- the name of the hospital, ward, treating medical practitioner and their contact telephone number;
- your policy number and details of your travel arrangements;
- the patient's own medical practitioner contact details in case we need to obtain further medical information;
- quote the scheme name which is: Travel Plus Travel insurance.

You may need to pay the **excess** locally and ask the **hospital** to send the rest of their bills to the Travel Insurance Claims Department by email: claims@pjhayman.com or by post: Stansted House, Rowlands Castle PO9 6DX.

The **emergency medical assistance service** will explain this to them and provide the **hospital** with billing instructions, if necessary.

Things to be aware of/remember

- Your Travel Plus Travel insurance policy is <u>not</u> a private medical insurance policy and does <u>not</u> cover private medical treatment, private hospital costs or other related expenses incurred unless these have been specifically agreed and authorised by the <u>emergency medical assistance service</u>.
- NEVER give your passport to a clinic or hospital.
- It is not always possible to return home immediately after discharge following injury or illness.
- You will be able to return home when the emergency medical assistance service
 considers it safe, in conjunction with your medical practitioner, and airline
 regulations have been met. Sometimes you will need to stay locally for a while
 longer before returning Home so the emergency medical assistance service will
 arrange additional accommodation for you.
- In the event that you require in-patient hospital treatment and/or evacuation/repatriation, it is imperative that the emergency medical assistance service is contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.
- Failure to contact the emergency medical assistance service and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid.
- You should not attempt to find your own solution and then expect full reimbursement from us without prior approval first having been obtained from the emergency medical assistance service.
- If you have to return home under Section 1: Emergency medical assistance & expenses or Section 4: Cancellation & cutting short a trip, the emergency medical assistance service must authorise this. If they do not, we may not provide cover or we may reduce the amount we pay for your return home.
- You may be required to obtain your medical records in the event of a claim.

Outpatient treatment or minor illness/injury

If you need to see a medical practitioner ask locally for the nearest public/state medical facility or seek advice on where to go for treatment from the emergency medical assistance service.

In Europe you should show them your EHIC card and have it accepted. Medical treatment will be free or at a reduced cost.

In the event of liability being accepted for a medical expense which has been reduced by the use of a EHIC **we** will not apply the deduction of an **excess** under Section 1: Emergency medical assistance & expenses.

If your outpatient bill is less than £500 then you will need to pay this to the medical facility at the time of treatment and ensure you keep all receipts so you can claim upon your return home.

You must call the emergency medical assistance service immediately if your medical bill is likely to exceed $\pounds 500$.

What if You want to come home early?

This policy covers **you** to come **home** early because **you** are **ill** or **injured** only if medical treatment is not available locally. If **you** are thinking of cutting short **your trip** because **you** are not well then **you** must contact the **emergency medical assistance service** on **+44** (0) 203 819 7170.

If you need to come home for any other reason, such as the illness of a close relative in your home area, then you should make your own arrangements, bearing in mind your duty to act at all times as if uninsured.

If you are not sure whether your circumstances are included in the cover then call the Travel Insurance Claims Department, on **023 9241 9837**.

Reciprocal Health Arrangements

European Health Insurance Card (EHIC)

- The EHIC entitles you to reduced-cost, sometimes free, medical treatment that becomes necessary while You are in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.
- The card gives access to state-provided medical treatment only. Remember, this
 might not cover all the things you would expect to get free of charge from the NHS in
 the UK. You may have to make a contribution to the cost of your care.
- You may apply for an EHIC:
 - online at: www.ehic.org.uk
 - or by calling: 0300 330 1350
- If you do not have an EHIC card available at the time of the incident, We will ask you to provide us on request with the relevant details and fill in any forms (including Department for Work and Pensions forms) to enable us to recover any payment made under this policy.

Medicare - Australia or New Zealand

If you are travelling to Australia or New Zealand you can enroll in Medicare which will entitle you to subsidised hospital treatments and medicines. You can do this by contacting a local Medicare office in Australia or New Zealand. All claims for refunds under the Medicare scheme must be made before you leave Australia or New Zealand. For more information on Medicare:

visit: www.medicareaustralia.gov.au or www.health.govt.nz

email: medicare@medicareaustralia.gov.au or info@health.govt.nz

In the event of liability being accepted for a medical expense which has been reduced by the use of either a EHIC, Medicare in Australia or private health insurance **we** will not apply the deduction of an **excess** under Section 1: Emergency medical assistance & expenses.

How to Make a Claim

Your pre-claim checklist

If something happens before **you** travel or on **your trip** covered by this policy and **you** think **you** may be making a claim please see **your policy schedule**, schedule of benefits, cover options, sports and activities, general cover conditions and exclusions and the specific section in this policy and which details the extent and limitations to cover **you** have purchased which relates to **your** potential claim.

If you believe you have a covered claim you should use the following relevant checklist to help you get the supporting information you need to support your claim. This is not an exhaustive list and the claims assessor may ask additional questions and for additional information

When **you** submit **your** claim, **you** will be required to tell **us** what happened and provide **us** with all the documents **we** ask for.

It is important that **you** obtain as much documentation as possible at the time of the event, it can be difficult to obtain some documents once **you** return **home**.

· If the claim relates to cancellation, curtailment or disruption:

 Provide us with documents such as your original booking invoice and receipts, a trip cancellation invoice, written confirmation from your airline or travel agent, and unused travel tickets and itineraries.

· If something is lost or stolen:

- Report it to the local police within 24 hours and get a written report.
- Report to your airline or transport provider as soon as possible that they have lost or damaged your luggage, or that you notice something has been taken from your bag and get a written report.
- Report to your carrier as soon as possible that they have lost or damaged your luggage or you notice something has been taken from your bag and get a written report.
- Get original receipts, valuations, or other proof of ownership of any items related to the claim.

If the claim relates to medical expenses:

- Get a written medical report or certificate from your treating overseas medical practitioner or dentist, or your local medical practitioner or dentist, that clearly explains the medical condition, the diagnosis provided, medical tests requested and treatment given.
- Have documents translated into English if necessary (they do not need to be professional translations).
- Keep originals of all documents that you submit electronically.
- You have up to 30 days following your return home to lodge your claim.

If the claim relates to liability:

On your trip, DO NOT, unless we have approved:

- admit that **vou** are at fault; or
- offer or promise to pay any money; or
- become involved in litigation.

Claims Service - for all sections other than sections 13, 17 & 18

1. Claims Notification

The fastest and easiest way to make a claim is online at www.submitaclaim.co.uk/tpl

The process should take approximately 10-15 minutes to complete (depending on the type of claim), but before continuing **you** should ensure **you** have **your policy schedule**, **trip** dates, supporting documentation and details of the incident.

Alternatively you can register a claim by contacting the following company:

Claims Department

P J Hayman & Company Limited

Stansted House

Rowlands Castle

PO9 6DX

Email: claims@pjhayman.com

Tel: 023 9241 9837

The Claims department is open Monday to Friday between 9am and 5pm, closed Bank Holidays.

A claim form will be sent to you as soon as you tell them about your claim.

You may also download a claim form at www.pjhayman.com/claims/

For any queries once **you** have submitted a claim **you** may contact:

Claims Settlement Agencies

308-314 London Road

Hadleigh, Benfleet

Essex

SS7 2DD

Email: tpl@csal.co.uk

Tel: 01702 427251

 ${\it Claims Settlement Agencies are open Monday to Friday between 9am and 5pm.}$

<u>Please note</u>: all claims must be notified as soon as it is reasonably practical after the event which causes **you** to submit a claim. Late notification of a claim may affect **our** acceptance of a claim or result in the amount **we** pay being reduced.

We will ask the claimant to complete a claim form and to provide at their own expense all reasonable and necessary evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required. If **we** do not receive the information **we** need, **we** may reject the claim.

To help **us** prevent fraudulent claims, **we** store **your** personal details on computer and **we** may transfer them to a centralised system. **We** keep this information in line with the conditions of the UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679.

2. Subrogation

We are entitled to take over and conduct in your name the defence and settlement of any legal action. We may also take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this policy to anyone else.

3. Claims for reimbursement of costs

This insurance policy will only respond to claims for irrecoverable losses once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs – you should, in the first instance, contact your tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund in the current circumstances is legally due.

4. Fraudulent claims

Throughout **your** dealings with **us we** expect **you** to act honestly. If **you** or anyone acting for **you**:

- a) knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief; or
- b) knowingly makes a fraudulent or exaggerated claim under your policy; or
- c) knowingly makes a false statement in support of a claim; or
- d) submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by your wilful act or caused with your agreement, knowledge or collusion.

Then

- a) we may prosecute fraudulent claimants;
- b) we may make the policy void from the date of the fraudulent act;
- c) we will not pay any fraudulent claims;
- we will be entitled to recover from you the amount of any fraudulent claim already paid under your policy since the start date;
- e) we shall not return any premium paid by you for the policy;
- f) we may inform the Police of the circumstances.

Claims Service - for Section 13: End supplier failure insurance

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

IPP Claims at Sedgwick Oakleigh House 14-15 Park Place Cardiff CF10 3DQ, UK

Telephone: +44 (0) 345 266 1872

Email: Insolvency-claims@ipplondon.co.uk Website: www.ipplondon.co.uk/claims.asp

Please quote **your policy schedule** number, Travel Plus Insurance and reference: ESFIV2-20.

You will need to supply confirmation that the end supplier has stopped operating, together with your original purchase receipts and any unused travel tickets or accommodation youchers.

Claims Service - for Section 17: Gadget cover

Visit our online claims portal: https://bastion.davies-group.com

Email: gadgetclaims@davies-group.com

Telephone: 0330 102 8698

Notify the claim administrators as soon as possible but ideally within 48 hours of **your** return to the **UK**.

Claims Service - for Section 18: Travel consumer dispute cover

Telephone: 01384 377000

Between the hours of 09.00 - 17.00 Monday to Friday, excluding Bank Holidays.

Claims must be notified within 30 days of returning from the **trip** which is the subject of the dispute and may give rise to any claim under this policy. Failure to do so could lead **us** to decline that claim.

Please also refer to the 'Specific Conditions Relating to Claims' under section 18 within this policy.

Important Exclusions and Conditions Relating to Health

At the time of buying cover we advised you that:

- you must tell us about <u>ALL</u> medical conditions for which you or anyone to be
 insured under this policy answered yes under the following 'Medical Screening'
 and understand we are unable to provide you with a policy if any of the points
 under 'Be Aware' below apply to you or anyone to be insured under this policy
- we cannot provide cover for medical conditions that you choose not to tell us about or where your state of health is worse than you told us
- we will cover you for claims associated with those pre-existing medical conditions
 you disclosed to us, we accepted in writing and for which you have paid any
 additional premium due.

We also advised you that:

- you MUST advise us of any 'Change in State of Health' during the period of insurance
- failure to accurately and fully declare all medical conditions for you, or anyone insured under this policy will affect your cover and may result in your claim being declined.

Re Aware:

You will not be covered for any trip, where at the time of taking this insurance you or anyone to be insured under this policy:

- have any undiagnosed condition or any symptoms that are or should be under investigation
- · have any condition for which they are on a waiting list for treatment
- intend travelling against medical advice (or would have had this been sought) or to seek treatment abroad
- have a terminal condition.

Medical Screening:

Has anyone to be insured under this policy:

- ever had a heart condition or heart related condition?
- ever received treatment for a respiratory condition requiring a hospital admission or the use a nebuliser and/or supplementary oxygen?
- · in the last 5 years had treatment for any form of cancer?
- in the last 5 years had treatment for any form of circulatory condition?
- in the last 2 years received any surgery, inpatient or outpatient treatment or had any test or investigations in a hospital or clinic or been seen by a specialist consultant?
- in the last 6 months had a change in prescribed medication?

If YES, they will need to call our Medical Screening Service on 023 9241 9068.

IMPORTANT - Change in State of Health:

- If your health changes after you have purchased your policy but before you
 commence your trip (or in the case of Annual Multi-trip cover before booking your
 next trip) or pay the balance or any further instalments for your trip, you must tell
 us about these changes, if:
 - you have seen a medical practitioner because you develop a new medical condition, your prescribed medication changes or an existing medical condition deteriorates;
 - · you have seen or been referred to a consultant or specialist;
 - you are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations, or have been admitted to hospital.

If there is a change in health of anyone insured under this policy **you** must contact **our** Medical Screening Service on **023 9241 9068 we** will then tell **you** if **we** can cover **your medical conditions** free of charge or for an additional premium.

- If we cannot cover your medical conditions, or you do not want to pay the additional premium quoted, we will give you the choice of either:
 - making a cancellation claim for any pre-booked trips; or
 - cancelling **your** policy and receiving a proportionate/partial refund (provided that **you** have not made a claim or are about to).

Activities You Are Covered For

Your policy covers **you** during **your trip**, for the sports and activities listed in Activity Pack 1 below, at no extra charge.

The sports and activities listed in Activity Packs 2,3 and 4 may be covered upon payment of an additional premium.

Specific exclusions and conditions apply where shown.

We will not cover:

- Activities not listed.
- Winter sports activities unless Section 14: Winter sports cover is included or taken as an option and shown in your policy schedule.
- · As a professional in an activity whether competing, training or recreational.
- Activities undertaken against local warning or safety guidelines. Where applicable
 you must use the appropriate and recommended safety equipment. This would
 include the use of safety helmets, life jackets, safety goggles and protective clothing
 where appropriate.
- Sports equipment or sports clothing whilst in use.
- Winter sports activities involving ice climbing, ski acrobatics, ski flying, skiing
 against local authority or resort management warning or advice, ski-stunting, ski
 jumping, ski mountaineering, or the use of bobsleighs, luges, bungees or skeletons.

If you intend to undertake any activity not shown that may be considered hazardous, or if you require confirmation of whether your activity is insured, please contact your Broker or P J Hayman & Company Limited on 023 9241 9050 (or 023 9241 9006 for Direct Customers).

Limitations & Conditions

Under supervision of qualified instructor/guide

conservation organisation. Maximum length of trip 21 days. Work with hand tools only. No working at height above 3 meters. No cover for personal liability.

Under supervision of qualified instructor/guide and through licensed operator. No cover for personal

Leisure only. Wearing a helmet. No stunting or racing.

Activity Pack 1 - covered as standard

Activity

Abseiling

Aerobics Airboarding

Clay pigeon shooting

Cross country running

Cycling (not mountain biking)

Climbing wall Cricket Croquet

Curling

Angling/Fishing	
Archaeological digging	
Archery	Under supervision of qualified instructor/guide
Assault course	
Athletics	
B adminton	
Banana boating	Organised by licensed operator. No cover for personal liability.
Baseball	
Basketball	
Battle re-enactment	
Beach games	
Billiards (pool/snooker)	
Blade skating	
Board sailing	See windsurfing.
Body/boogie boarding	
Bowling/Bowls	
Breathing Observation Bubble	
Bridge walking	Under supervision of qualified instructor/guide.
Bungee jump/swoop	Single jump. Under supervision of qualified instructor or guide.
Camel riding	Under supervision of qualified instructor guide. No
	jumping, racing or hunting.
Canoeing	Up to Grade 3 rivers. If in open water within sight of land.
Canopy/treetop walking	No cover for personal accident or personal liability.
Catamaran sailing	Within 20 miles of coastline or inland waters.
Cave tubing	Under supervision of qualified instructor/guide.
Charity or conservation work	Voluntary. For and organised by registered charity or

liability.

No racing

Dodgeball Driving Car, motorcycle, moped or scooter. On public road only, Must possess a licence to ride an equivaler motorcycle in the UK. No motor rallies or racing. Nover for personal liability. Dry slope skiing Elephant riding/trekking Under supervision of qualified instructor/guide. Falconry Holling Falconry Fell walking Under supervision of qualified instructor/guide. Walking, running, rambling or trekking. Maximur 3,000 metres altitude. Fencing Fishing Fives Flotilla sailing Under supervision of lead skipper. Within 20 miles of coastline or inland waters. No cover for personal liability. Includes sightseeing flights. As a passenger in a full licensed passenger carrying aircraft only. Under supervision of qualified instructor/guide. Geocaching Glass bottom boats Gliding As a passenger under supervision of licensed operator. No cover for personal accident or personal liability. Golf Gymnastics Handball Helicopter rides Includes sightseeing flights. As a passenger in a full licensed passenger carrying craft only. Heptathlon Hiking Maximum 3,000 metres altitude. Organised groups of adults. Within 20 miles of coastline or inland waters. No racing. No cover for personal liability. Moice hockey. Horse riding/hacking Waring a helmet. No jumping, competitions, roded hunting or polo. As a passenger under supervision of licensed operator. No racing. As a passenger under supervision of licensed operator. Under supervision of licensed operator. No hockey or speed skating. No racing. As a passenger under supervision of licensed operator. No racing or competitions. Under supervision of licensed operator. No racing or competitions. Under supervision of licensed operator.	Activity	Limitations & Conditions
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licensed operator. No cover for personal accident opersonal liability.	Ü	
land.	land.	Up to Grade 3 rivers. If in open water within sight of
Korfball		
Lacrosse		
Marathon running One day events only.	•	
		As a passenger under supervision of licensed operator.
Motorcycling See driving. Mountain biking Wearing a helmet. Only casual or off road but no		Wearing a helmet. Only casual or off road but not
endurance. No downhill, freeriding, four-cross, di jumping, trials, stunting or racing.		endurance. No downhill, freeriding, four-cross, dirt

Activity	Limitations & Conditions
N arrowboat/canal cruising Netball	Inland waters only. No personal liability cover.
Octopush Orienteering	
Paddle boarding	If open water, in sight of land & calm waters only.
Paint balling	Wearing eye protection. No cover for personal liability.
Parascending/Parasailing	Towed by boat over water only. Under supervision of licensed operator.
Passenger on a sledge Pedaloes	
Pony trekking	Wearing a helmet.
Pool (billiards/snooker)	, and the second
Power boating	No racing or competitions. Under supervision of licensed operator. No cover for personal accident or personal liability.
Rackets/Racquetball	
Rafting	Up to Grade 3 rivers
Rambling/Walking	
Rap jumping/running Refereeing	Under supervision of qualified instructor/guide.
Rifle range shooting	Under supervision of qualified instructor/guide and through licensed operator. No cover for personal liability.
Ringos	Under supervision of licensed operator. No cover for personal liability.
Rivertubing	Under supervision of qualified instructor/guide.
Roller blading/Roller skating Rounders/Softball	
Rowing	No racing. If in open water within sight of land.
Running	Including for charity purposes
Safari/safari trekking	Organised guided tour by vehicle or supervised walking only
Sailboarding (windsurfing) Sailing/Yachting	Within 20 miles of coastline or inland waters. No cover for personal liability.
Sandboarding	No cover for personal accident or personal liability.
Sand dune surfing/skiing	No cover for personal accident or personal liability.
Sand yachting	No cover for personal accident or personal liability.
Scuba diving	To maximum depth of 30 metres below sea level. No solo diving. If unqualified must be accompanied by qualified instructor or dive master. No commercial or professional or technical diving (such as cave or cavern, ice, enriched air, free, tutor or wreck diving).
Sea canoeing/kayaking Shinty	If in open water within sight of land.
Shark diving	In cage only. Under supervision of qualified instructor/guide and through licensed operator.
Skateboarding	Wearing a helmet.
Sky jumping	From sky tower in New Zealand only.
Small bore target shooting Snooker (pool/billiards) Snorkelling	Under supervision of qualified instructor/guide.
Soccer	Not the main purpose of the trip .
Softball	- The man parpood of the trip.
Spear fishing	Without tanks.
Speed sailing	No cover for personal accident or personal liability.
Squash	, , , , , , , , , , , , , , , , , , , ,
Street hockey	
Surfing	
Swimming	If in open water within sight of land
Swimming with dolphins	Under supervision of qualified instructor/guide and through licensed operator.
Swimming/bathing with elephants Swimming with killer whales/orcas Sydney Harbour Bridge tour	

Activity	Limitations & Conditions
Table tennis	

Table tennis Target shooting Ten pin bowling	Under supervision of qualified instructor/guide.
Tennis	
Trampoline Tree canopy walking	Under supervision of qualified instructor/guide.
Trekking	Maximum to 3,000m altitude.
Tubing	Under supervision of qualified instructor/guide.
Tug of war	Criadi daporviolori oi qualifica motradion/galac.
V olleyball	
W ake boarding	
Walking	Up to 3,000 metres altitude.
Water polo	
Water skiing	
Water ski jumping	
Weightlifting (training)	
Whale watching	
White water rafting	See rafting – up to Grade 3 rivers only.
Wicker basket tobogganing Windsurfing (sailboarding)	
Wind tunnel flying	
Work	Office - clerical & administrative duties.
	Bar & restaurant, waitress, waiter, chalet maid, retail work & fruit picking. No working at height above 3 meters (but excluding the use of power tools & machinery). No cover for personal liability. See charity & conservation work.
Yoga	
Z ap cats	
Zip lining/trekking	In conjunction with canopy/treetop walking only. Under supervision of qualified instructor/guide.
	Under supervision of licensed operator.

Activity Pack 2 - additional premium applies

Activity **Limitations & Conditions**

Blokarting	
Dune/wadi buggying/bashing	As a passenger with a licensed operator.
Dune sliding	
Gorilla trekking	Licensed tour operator and under supervision of qualified instructor/guide.
High diving	Up to 10 metres, excluding cliff diving.
Ice go karting	Under supervision of licensed operator. No cover for personal accident or personal liability.
Mud buggying	
Parasailing/parascending	Over land. Under supervision of licensed operator.
Roller hockey	
Triathlon	

Activity Pack 3 - additional premium applies

Activity **Limitations & Conditions**

Cycling (racing)	
Elephant polo	
Grass/land skiing	
J udo	Organised training. No competitions.
Karate	Organised training. No competitions.
Ostritch riding/racing	Under supervision of licensed operator. No cover for personal accident or personal liability.
Paddle boarding - white water	Up to Grade 3 rivers.
Polo cross	
Tall ship sailing	Within 20 miles of coastline or inland waters. No cover for personal liability. No racing.

Activity Pack 4 - additional premium applies

Activity	Limitations & Conditions

Bungee jumping/swoop	Multiple jumps. Under supervision of qualified instructor or guide.
Caving/pot holing	Under supervision of qualified instructor or guide.
Parapenting/paraponting/ paragliding	No competitions.
Street luge	
Via ferrata	

Winter Sports Activities

If **you** intend to take part in a **winter sports** activity, please refer to the 'Schedule of Benefits' to confirm if cover is provided or can be taken as an option.

The following **trip** limits will apply:

- For Single Trip cover 94 days.
- For Annual Multi-trip cover:
 - Premier cover: maximum 21 days in a year.
 - Premier Plus cover: maximum 45 days in a year.

Your chosen level of cover will be specified in your policy schedule.

Activity Limitations & Conditions

Biathlon	
Cross country/big foot skiing	If off-piste or not on recognised paths must be accompanied by qualified guide and in areas that loca resort management consider to be safe.
D ry slope skiing	
G lacier walking	Accompanied by qualified guide.
Husky sledge driving/passenger	No racing or mushing. No personal liability cover.
Ice skating Ice windsurfing Indoor skiing/snowboarding	No cover for personal liability.
K ick sledging	
S ki biking/ski-dooing Skiing/mono-skiing/skiboarding	If off-piste must be accompanied by qualified guide (unless within the ski area boundaries of a recognised ski resort that is patrolled then it is not a requirement to be accompanied by a guide or instructor) and in areas that local resort management consider to be safe.
Ski run walking	, and the second
Sledging	Including sledging as a passenger pulled by horse dog or reindeer.
Sleigh rides as a passenger	
Snow biking/go karting Snow blading	No cover for personal liability.
Snow boarding	If off-piste must be accompanied by qualified guide (unless within the ski area boundaries of a recognised ski resort that is patrolled then it is not a requirement to be accompanied by a guide or instructor) and in areas that local resort management consider to be safe.
Snow bobbing	, and the second
Snow mobiling/scooting Snow shoe walking Snow tubing	Guided tours only. No personal liability.
T elemarking	
Tobogganing	
W inter Walking	Using crampons and ice picks only. Up to 3,000 metres altitude.

Definitions

The following key words or phrases have the same meaning wherever they appear in this policy, unless stated below or as otherwise shown in Section 9: Legal expenses or Section 13: End supplier failure insurance or Section 15: Cruise cover or Section 16: Business cover or Section 17: Gadget cover or Section 18: Travel consumer dispute.

Definitions are shown in bold throughout the policy.

Accident/Accidental/Accidentally – an event that is sudden and unexpected, which is caused by external and visible means at a time that can be identified.

Baggage – luggage, clothing, personal effects, **sports equipment** (excluding ski equipment), **valuables** and other articles which belong to **you** (or for which **you** are legally responsible) worn, used or carried by **you** during any **trip**.

Business trip – a **trip** for business purposes involving administrative duties and excluding **manual work**.

Channel Islands – Jersey, Guernsey, Alderney, Sark and Herm.

Children/Child – your children, your partner's children and the grandchildren of you or your partner, including step children, step grandchildren and fostered or adopted children or grandchildren, provided that they are:

- under 18 years old on the date cover commences (extended to under 23 if still in full time education);
- dependent on you or your partner (or in the case of grandchildren dependent on you or your partner or their parent(s));
- · not married or living with their partner.

Claims service - means:

All sections other than sections 13, 17 & 18:

To report a claim in the first instance: P J Hayman & Company Limited

Stansted House, Rowlands Castle PO9 6DX

Telephone: 023 9241 9837

Thereafter:

Claims Settlement Agencies

308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD

Email: tpl@csal.co.uk Tel: 01702 427251

Section 13: End supplier failure insurance

IRR Claims at Sadawiak

IPP Claims at Sedgwick

Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ

Telephone: 0345 266 1872 Section 17: Gadget cover

Online claims portal: https://bastion.davies-group.com

Email: gadgetclaims@davies-group.com

Telephone: 0330 102 8698

Section 18: Travel consumer dispute

Telephone: 01384 377000

Close business partner – a person working for the same company or a close business partner of the insured person whose absence from work along with you would prevent the proper functioning of the business. A senior manager or director of the business must confirm this in the event of a claim.

Close relative – your partner, fiancé(e), parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, cousin, nephew, niece, step-parent, step brother, step sister, step child, foster child and legal guardian.

Complications of pregnancy or childbirth – means the following complications of pregnancy as certified by a medical practitioner: toxaemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean sections/medically necessary termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

Coronavirus (COVID-19) – means Coronavirus disease (COVID-19), including any related and/or similar conditions howsoever called, or any mutation of these.

Cruise – a **trip** of more than 72 hours duration, sailing as a passenger on a purpose built ship on rivers, sea/s or oceans that may include stops at various ports. No cover is provided for cargo or container ship travel.

Emergency medical assistance service:

Healix International, Healix House, Esher Green, Esher, Surrey KT10 8AB. Telephone: +44 (0) 203 819 7170. Email: internationalhealthcare@healix.com

Epidemic – a widespread occurrence of an infectious disease in a community at a particular time.

Excess – the first amount of any claim for which you are responsible to pay. The excess applies to each insured person per claim except for Section 8: Personal liability where the excess is per policy. If a claim is made under more than one section which is caused by the same event at the same time, one excess per insured person will apply and this will be the highest excess payable.

Hospital – a licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people;
- it is run by medical practitioner(s);
- it provides care supervised by state registered nurses or the local equivalent; and/or
- it is not a medical institution only specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a place for drug and/or alcohol rehabilitation.

Home – your normal place of residence within your home area.

Home area - is:

For residents of the **United Kingdom** excluding **Channel Islands** and the Isle of Man, **your home area** means the **United Kingdom**, excluding **Channel Islands** and the Isle of Man.

For residents of the **Channel Islands** and Isle of Man, **your home area** means either the particular **Channel Island** on which **you** live or the Isle of Man depending on where **your home** is.

For British members of Her Majesty's Armed Forces **your home area** means any British Forces Post Office (BFPO) location where **you** are stationed overseas.

Illness/III – sudden and unforeseen change in health, sickness or disease (including complications of pregnancy or childbirth) contracted as certified by a medical practitioner.

Injury – bodily **injury** sustained in an **accident** directly and independently of all other causes.

Insured person/You/Yours – each person travelling on a **trip** whose name appears in the **policy schedule**.

Manual work – physical work or work involving the use or operation of mechanical or non-mechanical machinery or equipment.

Medical condition – any **illness**, **injury**, disease or condition that **we** asked **you** to disclose to **us** under the 'Important exclusions and conditions relating to health' - see page 11. This includes any condition **you** are aware of and which affects a **close relative**, business associate or **travel companion** or a person **you** are planning to stay with.

Medical practitioner – a registered practising member of the medical profession who is not related to **you** or **your travel companion**.

Normal pregnancy or childbirth – means pregnancy or childbirth without any complications of pregnancy or childbirth.

Pair of set – items of baggage or valuables forming part of a set or which are usually used together.

Pandemic – an epidemic that has spread across a large region.

Partner – **your** husband, wife or civil partner, or someone of either sex that **you** live with as though they were **your** husband, wife or civil partner.

Period of insurance - means:

Single Trip* – the policy cover start date and **trip** duration shown in **your policy schedule**. Cover for **your trip** applies as follows:

- for cancellation of a **trip** by **you** cover applies from the policy start date and ends when **you** leave **your home** on the **trip** start date.
- for 'End supplier failure insurance' cover applies from the policy start date and ends when you complete your trip.
- for cutting short a trip by you and for all other sections cover applies when you leave your home on the trip start date and ends on the trip end date or when you return home, whichever is earlier.

Annual Multi-trip* – the policy cover start date and end date shown in **your policy schedule**. Cover for individual **trips** applies as follows:

- for cancellation of a trip by you cover is effective immediately a trip is booked or from the policy start date shown on the policy schedule (whichever is the latest), and terminates on the commencement of each trip, or on the expiry of the policy (whichever is the earlier).
- for 'End supplier failure insurance' cover starts from your chosen inception date or from the date of booking your trip, whichever is later and will cease on completion of your trip or expiry of the policy, whichever is the first.
- for cutting short a trip by you and for all other sections cover applies when you leave your home to begin a trip and ends when you return home.

Each **trip** must not exceed the number of days shown under **trip** duration in **your policy schedule**.

One-way trip - cover applies as follows:

- cancellation cover is effective from the date shown on the policy schedule and terminates on commencement of the planned trip.
- for 'End supplier failure insurance' cover is effective from the date shown on the policy schedule.
- all other covers begin on the start date shown on the policy schedule.
- all cover finishes 48 hours after the time you first leave the immigration control of your final destination country (maximum duration must not exceed 31 days).

*Please also refer to 'Extension of cover' under 'Information for the entire policy'.

Personal money – bank notes and coins in legal tender, cheques, travellers' cheques, postal or money orders, pre-paid coupons or vouchers or travel tickets, pre-booked event and entertainment tickets, phone cards and pre-paid electronic money cards, all held for personal use and which are non-refundable.

Permanent total disablement – irrecoverable disablement arising from **accidental injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve months from carrying out at least two of the following activities of daily living:

- Transfer and Mobility the ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of a bed or chair,
- b) Dressing putting on and taking off all necessary items of clothing,
- Toileting getting to and from the toilet, transferring on and off the toilet and associated personal hygiene,
- d) Eating all tasks of getting food into the body once it has been prepared,

and at the expiry of that period being beyond hope of improvement sufficient to carry out at least three of the previously described activities of daily living ever again.

Policy schedule – the document giving details of the period of insurance, your cover, the premium, any medical conditions you have declared and the policy number. The policy schedule includes all the information you provided when we prepared your quotation.

Public transport carrier – any mechanically propelled vehicle operated by a company or under an individual licence to carry passengers for hire, including but not limited to aircraft, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

Redundancy - loss of permanent paid employment (except voluntary redundancy), after a continuous working period of two years with the same employer if You are aged 18 and over or 65 and under.

Sports equipment – specialist equipment belonging to **you** used specifically for a particular sport or leisure pursuit.

Total loss of limb(s):

- a) in the case of a lower limb, loss by physical severance at or above the ankle or permanent, and
- total loss of and/or total and irrecoverable loss of use of an entire leg or foot which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement.
- c) in the case of an upper limb, loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement.

Total loss of sight:

- a) permanent and total loss of sight in both eyes where an insured person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) permanent and total loss of sight, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at least three feet what an **insured person** should see at sixty feet), which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement.

Travel companion – a person with whom **you** are travelling or have arranged to travel with to the same destination.

Trip – a holiday or journey (including a **business trip**) which is a round **trip**, starting from when **you** leave **your home area**, and which ends on **your** return to **your home area**. A **trip** is either:

- for travel in your home area, where it must include two or more consecutive nights' stay in accommodation which has been booked prior to departure (includes a prebooked tent or caravan pitch); or
- for travel outside your home area, to and from the geographical region or country stated in your policy schedule.

Each **trip** must not exceed the number of days shown in **your policy schedule** and **trips** must start and end during the **period of insurance**. (See also 'Period of insurance – Annual Multi-trip' and 'Period of insurance – One way-trip').

UK resident – an **insured person** who, at the time of buying their policy:

- has their main home in the UK and has lived in the UK for at least 6 months or holds a
 valid British residency permit or visa or are a British member of Her Majesty's Armed
 Forces stationed overseas; and
- is registered with a **UK medical practitioner**; and
- is liable to pay taxes in England, Scotland, Wales or Northern Ireland.

Usual, reasonable and customary – means the most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. **We** will determine what usual, reasonable and customary charges are, and in doing so may consider one or more of the following factors:

- the level of skill, extent of training, and experience required to perform the procedure or service;
- the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services;

- c) the severity or nature of the illness or injury being treated;
- the amount charged for the same or comparable services, medicines or supplies in the locality;
- e) the amount charged for the same or comparable services, medicines or supplies in other parts of the country;
- f) the cost to the medical provider of providing the service, medicine or supply;
- g) such other factors as we, in the reasonable exercise of discretion, determine are appropriate.

Unattended – where **you** are not in full view or in a position to prevent unauthorised taking or interference with **your baggage**, **valuables**, **winter sports equipment**, and/or business equipment.

United Kingdom/UK – England, Scotland, Wales, Northern Ireland, the **Channel Islands** and the Isle of Man.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction – the use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

Valuables – jewellery, watches, furs, leather goods, items made of or containing gold, silver, precious metals or precious or semi-precious stones, sunglasses, spectacles, musical instruments, telescopes, binoculars, portable satellite navigation equipment and GPS devices, mobile/smart phones, photographic and camera/video equipment, and portable and/or hand held audio/visual or computer equipment (such as but not limited to: laptops, tablets, personal digital assistants (PDAs), MP3/4 players, e-readers) including their games, headphones, discs and accessories.

We/Us/Our/Ours - means:

Chaucer Syndicates Limited - for sections 1 to 12 and 14 to 16.

Liberty Mutual Insurance Europe SE - for section 13.

UK Branch of Inter Partner Assistance S.A. - for section 17.

Royal & Sun Alliance Insurance Ltd - for section 18.

Winter sports - the activities listed on page 14.

Winter sports equipment – skis, poles, bindings, snowboard, helmets, boots, ice skates, snow shoes, (including their accessories) and essential clothing and protective items that **you** own or hire.

You/Your/Yours - see 'insured person'.

Conditions Which Apply to the Whole Policy

Not applicable to End Supplier Failure Insurance.

Additional section conditions may apply. Please refer to the relevant sections of the policy for details.

- You must do all you can to prevent and reduce any costs, damage, injury, illness or loss
- If we make a payment before cover is confirmed and our claim investigation reveals
 that no cover exists under the terms of your policy, you must pay us back any
 amount we have paid.
- 3. You must tell us about any incidents of loss, damage, injury, illness, redundancy or liability as soon as possible, whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 4. You (or your legal representative) must give us all the information and documents that we may need at your (or their) own expense. If you make a medical claim you may be asked to supply your medical practitioner's name to enable us to access your medical records. This will help us and the medical practitioner treating you, to provide the most appropriate assistance and assess whether cover applies. If you do not agree to provide this when requested we will not deal with your claim.

When there is a claim for **injury** or **illness we** may ask for (and will pay the costs of) an **insured person** to be medically examined on **our** behalf, or in the event of death, request a post-mortem examination.

5 Frau

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the policy in the event of any fraud which occurred during the application process, which means we will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

not return to you the premium paid;

- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud:
- seek to recover any money from you for any claims we have already paid which
 is later established as invalid, including the amount of any costs or expenses
 we have incurred:
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection'.

6. Cancellation Rights

Important - Applicable to all policies:

We will not refund the premium if **you** have travelled on the policy, or if **you** have made or if **you** intend to make a claim, or an incident has occurred which is likely to give rise to a claim.

To cancel **your** policy, please contact P J Hayman & Company Ltd on: **023 9241 9006** or email: **Direct.sales@pjhayman.com**

Alternatively, **you** can write to: P J Hayman & Company Ltd, Stansted House, Rowlands Castle, Hampshire PO96DX.

i. If you wish to cancel the policy within the 14-day cooling off period

If you decide this cover is not suitable for you and you want to cancel your policy you must contact P J Hayman & Company Ltd within 14 days of buying the policy or the date you receive your policy documents. Any premium already paid will be refunded to you in full.

ii. If you wish to cancel the policy outside the 14-day cooling off period

a. For Single Trip policies:

If **you** cancel the policy at any time after the 14 day cooling off period, **you** will be entitled to a refund of the premium paid, subject to a deduction of 30% for the cancellation cover **you** have received.

b. For Annual Multi-trip policies:

If cover has started, **you** will be entitled to a pro-rata refund of premium, in accordance with the amounts shown below.

Period of cover	Refund Due
If cover has not started	100%
Up to two (2) months	60%
Up to three (3) months	50%
Up to four (4) months	40%
Up to five (5) months	30%
Up to six (6) months	25%
Six (6) months or over	No refund

iii. Our right to cancel the policy

We may cancel your policy where there is a valid reason for doing so by giving you 30 days' notice by registered post to your last known address. A proportionate refund of the premium paid will be made to the policyholder from the date we cancel the policy. Valid reasons may include but are not limited to:

- If you advise us of a change of risk under your policy which we are unable to insure:
- Where you fail to respond to requests from us for further information or documentation;
- Where you have given incorrect information and fail to provide clarification when requested; and/or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

No refund will be payable if **you** have made or intend to make a claim or if **your trip** has already started.

7. Your duty to check information and tell us of any changes

It is important **you** check **your** most recent **policy schedule** as this sets out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your** policy.

Although **we** may undertake checks to verify **your** information, **you** must take reasonable care to make sure all information provided by **you** or on **your** behalf is accurate and complete.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible. Changes to information we need to be informed of (and when) include but are not limited to these situations:

a) At any time:

- insured persons or their details;
- · where you are travelling to;
- if you have a trip which exceeds the trip duration;
- if you are no longer a UK resident.

b) At any time due to the reasons set out in 'Important exclusions and conditions relating to health'.

Please contact us on **023 9241 9050** if **you** purchased **your** cover through a Broker or **023 9241 9006** if **you** purchased direct from P J Hayman & Company Limited, immediately to discuss any changes and **we** will provide advice and let **you** know if this affects **your** cover.

Any changes accepted by **us** will apply from the date indicated on **your** updated **policy schedule** and **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**.

If the changes are unacceptable to **us** and **we** are no longer able to provide **you** cover, **we** or **you** can cancel **your** policy, as set out under Condition 6, 7 or 8.

If you have given us inaccurate information this can affect your policy in the following ways:

- i) If \mathbf{we} would not have provided \mathbf{you} with any cover \mathbf{we} have the option to:
 - void the policy, which means we will treat it as if it had never existed and repay to you the premium paid; and
 - seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- If we would have applied different terms to your cover, we have the option to treat your policy as if those different terms apply, which may mean claims are not paid or not paid in full; and/or
- iii) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium due in full.
- 8. The terms of this insurance is based upon the information provided by you to us.

The policy contains conditions relating to health of the people travelling. You must take reasonable care to answer all questions put to you, about the health of the people travelling, honestly, accurately and to the best of your knowledge. If you do not understand the meaning of a question put to you or if you do not know the answer it is vital that you tell us. Once cover has been arranged you must immediately notify us of any changes to the information that has previously been provided. Failure to provide full and accurate information before you take out the insurance or when circumstances change could invalidate the cover and may mean any claim will be rejected. If you are declaring on behalf of another person you must ensure you are fully aware of their medical history.

Exclusions Which Apply to the Whole Policy

Not applicable to End Supplier Failure Insurance.

Additional section exclusions may apply. Please refer to the relevant sections of the policy for details.

We will not pay for claims which are in any way related to:

- 1. Your wilful or self-inflicted injury or illness, suicide, attempted suicide.
- Substance abuse, drug abuse (whether over the counter, prescription or otherwise) and/or ingestion of any illegal drugs or substances.
- 3. You drinking too much alcohol which is evidenced by:
 - a medical practitioner stating that your alcohol consumption has caused or actively contributed to your injury or illness.
 - your alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.
 - the witness report of a 3rd party which has advised that you have notably impaired your faculties and/or judgement.
 - your own admission and/or by the description of events you have described on the claim form.
 - the results of a blood test which shows that your blood alcohol level exceeds 0.19% which is approximately four pints of beer or four 175ml glasses of wine.
- 4. Alcohol abuse or alcohol dependency which is evidenced by:
 - a) your medical records or the opinion of your medical practitioner
 - b) the opinion of an independent medical practitioner

This exclusion does not apply where **your** claim relates directly to a **medical condition you** have declared to **us** (and where **you** have paid the appropriate additional premium and **we** have accepted those conditions in writing) if **you** have not been consuming alcohol against the advice of **your medical practitioner**. **We** may refuse to accept **your** claim in these circumstances.

- You travelling against the advice of your medical practitioner or the emergency medical assistance service.
- Your travel to a country or specific area or event to which the Foreign, Commonwealth & Development Office (FCDO) has advised against all or all but essential travel (other than as provided for under Section 12: Extended journey disruption).

- Your unlawful action or any criminal proceedings made against you under the authority of the customs and/or government of any country.
- Any trip which is longer than the duration shown on your policy schedule.
- 9. Sections of cover shown as not insured in **your policy schedule**.
- 10. Your participation in or practice of any:
 - a) sport or activity not shown on the list of activities.
 - b) professional entertaining or professional sports.
- 11. You (unless in an attempt to save human life or your life is in danger):
 - a) climbing, jumping, moving from one balcony to another; or
 - climbing, jumping or moving from any external part of a building to another (unless during the normal course of using the stairs, lifts or usual access points).
- 12. **You** jumping or diving from piers, walls or rocks, including tombstoning and shore jumping, or climbing on top of or jumping from a vehicle.
- Your deliberate action which puts you at risk of death, injury, illness or disability, unless you were trying to save human life or your life is in danger.
- 14. Driving any car or motorcycle, moped or scooter unless **you** have a full **UK** licence which permits **you** to drive the equivalent category of vehicle.
- 15. Your duties as a member of any armed forces or territorial army, except as cover provided for under Section 4: Cancellation & cutting short a trip.
- Any tour operator, travel agent, accommodation provider, public transport carrier
 or other service provider becoming insolvent and being unable or unwilling to carry
 out their duty to you.
- Any payments you would normally have made during your trip or which do not fall within the events insured by your policy.
- 18. Any loss caused by currency exchanges or fluctuations.
- 19. Any loss that is not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following an injury or illness happening while on a trip.
- Normal pregnancy or childbirth, without any accompanying injury, illness, disease or complications of pregnancy or childbirth.
- 21. Loss or damage more specifically insured by another policy.
- 22. Any costs incurred by you,
 - which you can recover from your accommodation provider, public transport carrier or other service provider; and/or
 - b) because you have refused a reasonable alternative from your accommodation provider, public transport carrier or other service provider.
- 23. Any costs paid for using reward scheme points or similar, timeshare, holiday property bond or similar points scheme (including any exchange fees, property maintenance expenses or fees).
- 24. War or hostilities, civil unrest or any similar event.
- 25. Terrorism (meaning an act, including but not limited to the use or planned use of force or violence and/or the threat of any person or group of persons, whether they are acting alone or on behalf of, or in connection with, any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or the public, or to put any section of the public in fear) where nuclear, chemical or biological weapons, devices or agents are used. This Exclusion does not apply to claims under Section 1: Emergency medical assistance & expenses or Section 2: Personal accident.
- 26. Ionising radiation or radioactive contamination caused by nuclear fuel or waste, or the radioactive, toxic explosive or other dangerous properties of any explosive nuclear equipment.
- You being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction.
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 29. The cost of medical or surgical treatment of any kind received by an insured person later than 52 weeks from the date of the accident or commencement of the illness.
- 30. Any **trips** by cargo or container ship.
- 31. We will not pay for any benefits for injury or illness; or for any loss, damage, liability, cost or expense caused deliberately or accidentally by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).
- 32. Any claim arising from any known circumstance which existed and was in the in the public domain by the date **you** purchased this insurance or at the time of booking any **trip**, whichever is the later.
- 33. Any claim relating to an incident which you were aware of at the time you purchased this insurance or at the time of booking any trip and which could reasonably be expected to lead to a claim.

- 34. We shall not provide any cover or pay any claim or provide any benefit to the extent that this cover, payment of a claim or benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.
- 35. Any claims directly or indirectly related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19). This policy will also not provide cover for claims relating to the fear or threat of pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19).

In the event of a conflict between this Exclusion which applies to the whole policy and any other term in **your** policy terms and conditions, this Exclusion which applies to the whole policy takes precedence.

This Exclusion which applies to the whole policy applies to all sections of cover with the exception of Section 1: Emergency medical assistance & expenses, Section 4: Cancellation & cutting short a trip, Section 13: End supplier failure insurance, Section 15 - Event D - Additional emergency medical assistance and expenses, Section 17: Gadget cover and Section 18: Travel consumer dispute, as long as, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) had NOT advised against all (or all but essential) travel to **your** intended destination.

SECTIONS OF COVER

Section 1: Emergency medical assistance & expenses

Emergency Medical Assistance Service

If you need help in a medical emergency, please call the 24-hour **emergency medical assistance service** help line on **+44** (0)203 819 7170.

The **emergency medical assistance service** will ensure that medical emergency services are made available to **you** and will be based entirely upon medical necessity depending on **your** state of health.

Please remember this is not a private health insurance and be aware of excessive treatment charges. If you need simple outpatient treatment of the sort you can pay for locally, you can make your claim once you return home (you must provide valid receipts or invoices). If you are in any doubt you can call the emergency medical assistance service for help and advice.

Events

We will cover your emergency medical treatment and related expenses if you fall ill or are injured (including with symptoms of, or testing positive for Coronavirus (Covid-19)) or require emergency dental treatment, during your trip, for the level of cover selected, as confirmed in your policy schedule.

- Up to the limits shown in the 'Schedule of Benefits' within this policy for usual, reasonable and customary emergency medical treatment, including the costs for:
 - rescue or assistance services to take you to a hospital, which is outside your home area:
 - extra transport and accommodation (up to a similar standard to your original booking) if it is medically necessary for you to stay after the date you were going to return to your home. This includes extra costs you have to pay to return to your home if you cannot use your booked transport. A maximum amount of £2,000 per insured person applies if you have to extend your trip because you have tested positive for Coronavirus (Covid-19);
 - c) returning you to your home or your home area, if it is medically necessary because you have a serious injury or illness and you cannot use your booked transport.
- Up to £1,500 Premier cover or £3,000 Premier Plus cover for reasonable related expenses, incurred outside your home area for:
 - extra costs for transport and accommodation for one relative or friend who has
 to stay with you or travel to be with you, or to accompany you;
 - extra costs for transport and accommodation for your unattended children on the same trip as you who have to stay with you or travel without you to return home.
- 3. **UK** follow up treatment (if hospitalised abroad), if **you** have purchased Premier Plus cover, for outpatient treatment costs, limited to a maximum of £1,000, authorised by a **medical practitioner** in **your home area** and agreed by **us**, following a valid claim under **your** policy for **injury** or **illness** resulting from inpatient treatment during a **trip** outside **your home area**.
- 4. Up to £3,500 for reasonable related expenses incurred if you die:
 - a) outside the UK, for funeral costs outside the UK (burial or cremation expenses) in the country where death occurs; or
 - for returning your body or ashes to your home (but excluding funeral or internment expenses).

Up to the limits shown in the 'Schedule of Benefits' within this policy for:

- Hospital benefit outside your home area for each 24 hours if you have to stay in hospital as an in-patient.
- 6. Dental treatment for emergency pain relief outside your home area.
- Boarding costs if your domestic dog(s)/cat(s) is/are in a kennel or cattery during your trip and your return to your home is delayed due to your injury, illness or disease.

Section conditions

- You or someone on your behalf must phone the emergency medical assistance service as soon as possible if your illness or injury means you:
 - need to be admitted to hospital as an in-patient or before any arrangements are made for your repatriation; and/or
 - are told by the treating medical practitioner that you need to undergo tests or investigations as an out-patient.
- All expenses and costs for accommodation and transport, including that provided by emergency repatriation services where medically necessary, must have the prior agreement of the emergency medical assistance service.
- All expenses and costs exceeding £500 (or the local equivalent) must have the prior agreement of the emergency medical assistance service.
- 4. The emergency medical assistance service may move you from one hospital to another and/or arrange for you to return to your home area if the treating medical practitioner and they think it is safe to do so. If you choose not to move or return to your home area all cover will end and we will not pay for any claims for costs incurred after the date it was deemed safe for your move or return.
- You must accept the decisions of the emergency medical assistance service about the most suitable, practical and reasonable solution to any medical emergency.
- You must provide us with valid receipts or invoices for all costs and expenses incurred.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy, unless your claim is reduced by more than the value of the excess because you used a Reciprocal Health Arrangement (RHA) that exist between countries.
- 3. Any claim relating to any **medical condition you** have that **you** have not told **us** about as set out in the 'Important conditions relating to health'.
- 4. Treatment or expenses in **your home area** (unless provided for under Events 3 and 4).
- 5. Non-essential medical treatment, surgery, investigations or tests which are not related to the **illness** or **injury you** originally went to **hospital** for.
- 6. Treatment that your medical practitioner and the emergency medical assistance service think can reasonably wait until you return home.
- 7. Expenses relating to any medication or treatment, which is known to be required or continued at the time of starting **your trip**.
- 8. Any costs of **Coronavirus (Covid-19)** testing outside the **United Kingdom**, unless **you** are admitted to hospital as an inpatient as a result of an **illness** that is covered under Section 1: Emergency medical assistance & expenses.
- 9. Any costs of Coronavirus (Covid-19) testing within the United Kingdom.
- Any claim relating to a tropical disease if you have not had the recommended inoculations and/or taken the recommended medication for your destination.
- 11. Cosmetic surgery.
- 12. Dental work involving the use of precious metals.
- 13. Expenses or treatment incurred in the $\boldsymbol{\mathsf{UK}},$ but outside $\boldsymbol{\mathsf{your}}$ home area, which are:
 - a) for private treatment; or
 - funded by a reciprocal healthcare agreement (RHA) between these countries and/or islands.
- 14. The extra costs of single or private accommodation in hospital, or any treatment or services provided by a spa, nursing home or rehabilitation centre.
- 15. Cost of telephone calls, other than for calls to the **emergency medical assistance service** or for receiving calls from the **emergency medical assistance service**.
- 16. Cost of taxi-fares, other than for your travel to or from hospital relating to your admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for you by hospital.

Section 2: Personal accident

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy, for the level of cover selected, and dependent upon your age as confirmed in your policy schedule to you (or to your executors or administrators if you die) if you are involved in an accident during your trip which solely and independently of any other cause results in one or more of the following within 12 months of the date of the accident:

- Loss of limb (a limb means an arm, hand, leg or foot);
- Loss of sight:
- Permanent total disablement; or
- Accidental death.

Please Note:

We will only pay for one personal accident benefit for each **insured person** during the **period of cover** shown on **your policy schedule**.

If you are under 16 years of age or if you are over 69 years of age, a reduced benefit will apply in the event of death, as set out in the 'Schedule of Benefits'.

Special condition relating to claims

Our medical practitioner may examine you as often as they deem necessary in the event of a claim.

Provisions

- 1. Benefit is not payable to you:
 - under more than one of items: your death, loss of limb, loss of sight or permanent total disablement;
 - under permanent total disablement until one year after the date you sustain injury;
 - under permanent total disablement if you are able or may be able to carry out any relevant employment or occupation.
- 2. Any death benefit payable will be paid to the deceased insured person's estate.

What is not covered

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- Your participation in winter sports unless this cover is shown on your policy schedule and the additional premium has been paid.
- 3. You taking part in any activity or winter sports where personal accident cover is specifically shown as excluded in the list of activities.
- 4. The contracting of any disease or illness.
- 5. The injection or ingestion of any substance.
- 6. **Permanent total disablement** benefit when **you** are no longer in full time employment and in any event when **you** are over 69 years of age.

Section 3: Baggage

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy, for the level of cover selected, as confirmed in **your policy schedule** if **your baggage** and **valuables** are accidentally damaged, lost, stolen, or destroyed during **your trip**.

Section conditions

- You must take reasonable care to keep your baggage, and valuables safe. If your baggage and valuables are lost or stolen, you must take all reasonable steps to get them back.
- 2. **You** must report any loss or theft as soon as possible to the police if the loss occurred during the **trip**. **You** must get a police report form within 7 days.
- If your baggage is lost or damaged by your public transport carrier you must give
 written notice of the claim to them within the time limit in their conditions of carriage
 (you should also keep a copy). You must keep your tickets and luggage tags.
- If your baggage is lost or damaged by an authority or your accommodation provider, you must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
- You must be able to prove that you have responsibility for the lost, stolen or damaged items and how much they are worth. If you do not do this, it may affect your claim.

- 6. At our option, we will settle any claim by payment or replacement. We will pay claims for baggage and valuables based on their value at the time of loss. We will not pay more than the original purchase price of any lost or damaged item. We will not pay the cost of replacing any other pieces that form part of a pair or set.
 - We will not pay more than the maximum limit provided for any one article, **pair or set** of articles (for example a set of golf clubs), **valuables** or **sports equipment**.
- 7. If you have also made a claim under Section 10: Baggage delay this amount will be deducted from the amount claimed under this section.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Valuables carried in suitcases or other luggage unless they are with you at all times.
- Valuables which are not with you unless stored in a locked safety deposit box or locked safe, or are locked in your accommodation.
- Valuables left in an unattended motor vehicle or in your accommodation's courtesy storage facility.
- Baggage which you have left unattended in your accommodation unless the accommodation is locked.
- 7. Baggage which you have left unattended in a motor vehicle unless:
 - a) the loss occurs between 9am and 9pm; and
 - it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
- 8. Claims for theft unless there is evidence of force or forcible entry.
- 9. Food or drink.
- Loss or damage due to breakage of sports equipment or damage to sports clothing, whilst in use.
- 11. Winter sports equipment unless cover under Section14: Winter sports cover is included or taken as an option and shown in your policy schedule where cover will apply for items as stated within this section.
- 12. Contact and corneal lenses, medical and dental fittings, or hearing aids.
- 13. Cracked, scratched or broken glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items.
- 14. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- 16. Items used in connection with your job unless Section 16: Business cover is shown in your policy schedule where cover will apply for items as stated within that section.
- 17. Personal money, bonds, securities or documents of any kind.

Section 4: Cancellation & cutting short a trip

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if **you** have to necessarily and unavoidably either:

- cancel your trip before it starts; or
- cut short your trip before it is due to end.

We will pay for unused travel fare, accommodation expenses and/or other associated pre-paid charges including excursions, which have been paid or are contracted to be paid (including deposits **you** have already paid), if **you** cannot get them back from any other source.

As a result of any of the following:

- Your accidental death, injury, illness or you testing positive for Coronavirus (Covid-19) within 14 days of your trip departure date, or you being admitted to hospital due to testing positive for Coronavirus (Covid-19) since you purchased your policy;
- The accidental death, injury or serious illness of (a) your travelling companion(s), (b) a close relative of yours or (c) a close business partner of yours (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18).
- 3. Witness summons or jury service.
- Redundancy (qualifying for payment under UK redundancy payment legislation and not voluntary redundancy) or having a contract ended early if self-employed, of you or your travel companion.
- Your or your travel companion's home suffering serious damage by fire, burglary, storm or flood in the seven days prior to the start date of your trip or during your trip.

- The police requiring your presence because your or your travel companion's home or place of work has been burgled.
- 7. If you are a member of the Armed Forces, Territorial Army, police, ambulance, fire or nursing service, in the UK, and you are called for unexpected emergency duty or posted outside the UK at the time of your intended pre-booked trip (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18).
- 8. Cancellation or interruption of the scheduled **public transport carrier** as a result of hijack occurring during the **period of insurance**.
- Your passport or the passport of persons with whom you are travelling being stolen during the seven days before your scheduled departure date.

Section conditions

- Any claim resulting from death, injury, illness or quarantine must be supported by written confirmation and/or a death certificate from a medical practitioner.
- You must provide at your own expense a positive official test result confirming your diagnosis of Coronavirus (Covid-19).
- If you or your travel companion are self-employed and a contract was ended early, you must provide written evidence from the person ending the contract as well as a copy of the contract.
- Any claims resulting from you being called for unexpected emergency duty or posting must be supported by written confirmation from your employer.
- Expenses we pay after a trip is cut short will be calculated in proportion to the number of days remaining after the date your trip was cut short.

What is not covered

We will not pay for:

- Any claim relating to any medical condition you have that you have not told us about as set out in the 'Important conditions relating to health'.
- 2. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 3. The excess shown in the 'Schedule of Benefits' within this policy.
- 4. Any claim due to circumstances known to **you** at the start date of **your** cover or at the time of booking a **trip** (whichever is later).
- 5. Any claims arising directly or indirectly from Coronavirus (Covid-19):
 - a) if you do not have an official positive test result confirming your diagnosis within 14 days of your trip departure date, or you have not been admitted to hospital due to testing positive for Coronavirus (Covid-19) since you purchased your policy;
 - b) if you are advised to quarantine or you chose to self isolate due to a person you have come into contact with having Coronavirus (Covid-19);
 - if a medical professional advises you not to travel as you have underlying health conditions that place you 'at a higher risk' from Coronavirus (Covid-19);
 - d) as a result of Foreign, Commonwealth & Development Office (FCDO) advice against all (or all but essential) travel to **your** intended destination;
 - as a result local government restrictions or directives prohibiting or restricting entry (for example, self isolation, quarantine or lockdown measures) to your intended destination or on your return home;
 - f) any costs of Coronavirus (Covid-19) testing.
- Any loss directly or indirectly arising from any government's regulations control or act, bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, public transport carrier and/or other provider of any service forming part of the booked trip.
- Failure to notify the travel agency, tour operator, public transport carrier and/or
 other provider of any service forming part of the booked trip of the need to cancel or
 cut short your trip immediately when it is found necessary to do so.
- 8. Any loss in relation to cancellation or the cutting short of **your trip** that is not verified by **your public transport carrier** or other relevant organisations or authorities.
- Any loss which will be paid or refunded by any existing insurance scheme, government programme, public transport carrier, travel agent or any other provider of transportation and/or accommodation.
- Any expenses for services provided by another party for which you are not liable to pay and/or any expenses already included in the cost of a trip.
- 11. Any claim if you refuse to follow the recommendation of a medical practitioner to return to your home area, or refuse to continue the trip if you are medically fit for travel (applicable to cutting short your trip only).
- 12. Your unwillingness to travel.
- 13. Compensation for frequent flyer points or similar loyalty schemes.
- 14. Failure to obtain the required passport, visa or necessary travel documentation.
- Any claim not substantiated by a written medical report from a medical practitioner when requested.
- Any claim not substantiated by written confirmation or cancellation invoice from the public transport carrier and/or accommodation provider and/or an unused travel ticket.
- Any claims as a result of your voluntary redundancy or redundancy which does not qualify for payment under UK redundancy payment legislation.

Section 5: Travel delay, missed departure & missed connection

<u>Please Note:</u> no cover is provided under this section if you have purchased an Essential policy.

Events

If you are a resident of Northern Ireland, **Channel Islands** or the Isle of Man and are travelling from your home to another final/International point of departure in the **UK** within 24 hours to reach your destination abroad, this section shall apply for both the point of departure where your home is, and the final point of departure within the **UK**.

Note: If you are a UK resident living in Northern Ireland and your travel itinerary requires you to use Republic of Ireland departure/ arrival points, your cover will be as if you were still travelling from Northern Ireland with respect to claims coverage.

Where shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, cover will apply for the following.

- If your departure is delayed because the public transport carrier you have checked in for is delayed by at least 10 hours from the time shown in your travel itinerary, we will pay up to the limits specified:
 - a) for the first 10 hours' delay and for every following full 10 hours' delay of your trip; and/or
 - cancellation costs (as provided for under Section 4: Cancellation & cutting short a trip) if, after the first 10 hours' delay, you decide not to continue on your trip before leaving the UK.
- 2. If you miss your departure because you arrive at your departure point too late to board your booked transport, as a result of the following:
 - a) the public transport carrier taking you to your departure point for your trip is not running to timetable; or
 - the private car taking you to your departure point is involved in an accident or breaks down or is delayed due to an accident ahead of you, or if your car is stolen in the 12 hours prior to your scheduled departure;

we will pay up to the limits specified for extra accommodation (room only) and transport charges (up to the same standard of those previously booked) that are necessary to reach your trip destination on your outward journey or your home on your return journey.

3. If you miss your connection because of the reasons set out in Events 1 and 2 above, we will pay up to the limits specified for extra cost of economy transport by the most direct route for you to continue with your original itinerary.

Section conditions

- You must check-in according to the itinerary of your trip unless your public transport carrier has requested you not to travel to the departure point.
- We will only pay costs under Event 3 if you allow three or more hours between your original scheduled arrival time and the scheduled departure time of your connecting transport.
- You must have written confirmation from the public transport carrier or its agents confirming the reason for delay and the length of the delay including actual departure time (where applicable) if claiming under Event 1.
- 4. You must have written confirmation from the public transport carrier or its agents confirming the reason for their not running to timetable and the length of the delay including actual departure time (where applicable) if claiming under Event 2 a).
- 5. **You** must have written confirmation from the repairer or breakdown assistance provider if claiming under Event 2 b).

What is not covered

We will not pay for:

- $1. \quad \text{Anything mentioned in `Exclusions which apply to the whole policy'}.$
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any claim which is the result of:
 - a) the withdrawal of an aircraft, cross-channel train or sea vessel from service (temporarily or permanently) on the recommendation or order of any government, civil aviation authority, port authority, rail authority or similar authority in any country;
 - b) closure of airspace; and/or
 - c) closure of your scheduled point of departure,

Note: cover will apply as set out in Section 12: Extended journey disruption in your policy.

- Any claim if your delay in getting to the departure point was caused by industrial
 action which started or was announced before you bought the travel tickets or got
 confirmation of your booking.
- 5. Any claim which is the result of any form of industrial action, strike or failure of the **public transport carrier** announced on television, news bulletins or in the media in the **UK** before **you** booked a **trip** and bought this insurance.
- Any claim which is the result of your private car not being fully roadworthy before breaking down on the way to your departure point.

- Any claim which is the result of you missing your departure because of heavy traffic or road closures, and you did not leave enough time to reach your departure point.
- For Event 1b) costs of travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of a specific monetary value can be provided.

Section 6: Passport, documents or driving licence

Events

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if **your** passport, visa, travel documents or driving licence are accidentally damaged or lost, stolen or destroyed during **your trip**.

We will pay reasonable extra travel, communication and accommodation costs while **you** arrange a replacement or temporary replacement.

Section conditions

- You must take reasonable care to keep your passport, visa, travel documents or driving licence safe. If they are lost or stolen, you must take all reasonable steps to get them back.
- 2. **You** must report any loss or theft to the police within 24 hours of discovery and get a police report form.
- If they are lost, stolen or damaged while in the care of your accommodation provider you must report this to them immediately on discovery in writing and obtain a written confirmation of the loss or damage.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any items which are not with you unless they are:
 - a) stored in a locked safety deposit box or locked safe or are locked in your accommodation; or
 - b) in the care of your accommodation provider.
- 4. Any items which are detained or confiscated by customs or other officials.

Section 7: Personal money

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule, if your personal money is lost or stolen during your trip or during the 72 hours immediately before starting your trip.

Section conditions

- You must take reasonable care to keep your personal money safe. If your personal money is lost or stolen, you must take all reasonable steps to get it back.
- 2. You must report any loss to the police within 24 hours of discovering it and obtain a written police report.
- 3. You must be able to prove that you own the lost or stolen money, if you do not it may affect your claim.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. **Personal money** which is not with **you** unless it is stored in a locked safety deposit box or locked safe or is locked in **your** accommodation.
- 4. Claims for theft unless there is evidence of force or forcible entry.
- 5. Bonds, securities or documents of any kind.
- 6. Shortages due to a mistake or loss due to a change in exchange rates.
- Personal money which is delayed, detained or confiscated by customs or other officials.

Section 8: Personal liability

Events

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, per policy for amounts that **you** legally have to pay which relate to an **accident** during **your trip** which causes:

 accidental death or injury to any person including illness and disease to a person (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18); and/or accidental loss or damage to material property which is not owned by you or your travel companion.

We will also pay any reasonable and necessary legal costs and expenses incurred by **you** in relation to the **accident**. **You** must obtain **our** consent before incurring any cost or expense.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) **you** have to pay.
- 4. Claims made by **your** family or people who work for **you**.
- 5. Claims resulting from:
 - a) your job or your involvement in paid or unpaid manual work or physical labour of any kind;
 - b) you taking part in any winter sports activity, unless cover under Section 14:
 Winter sports cover is included or taken as an option and shown in your policy
 schedule, where cover applies as listed under 'Winter sports activities';
 - you taking part in any activity or winter sports activity where personal liability cover is specifically shown as excluded in the list of activities;
 - d) you owning or occupying any land or building, unless you are occupying any temporary holiday accommodation, which is not owned by you;
 - e) any agreement unless the liability would have existed without that agreement;
 - f) you owning, handling or looking after any animal; or
 - g) you owning or using:
 - · a firearm;
 - a horse drawn or motorised vehicle:
 - a waterborne, motorised, mechanical or towed vehicle (except manually propelled watercraft); or
 - · an aircraft of any description, including unpowered flight.

Section 9: Legal expenses

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy, for the level of cover selected, as confirmed in your policy schedule if you suffer an incident that results in injury, death or illness (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18) caused by a third party during the trip, we will indemnify you for legal expenses incurred in pursuit of a claim for damages or compensation against the third party for any one trip.

Specific definitions applicable to legal expenses:

Legal expenses shall mean:

- Fees, expenses and other disbursements reasonably incurred (as determined by our legal counsel) by a legal representative in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused your injury, death or illness.
- 2. Fees, expenses and other disbursements reasonably incurred (as determined by **our** legal counsel) by a **legal representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
- Costs that you are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

Legal representative shall mean a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by **us** to act on **your** behalf.

Note: **you** must refer to the 'Definitions' section of this Policy which will also apply.

What you are not covered for

- We will not be liable for anything mentioned in the 'Exclusions which apply to the whole policy' (pages 17 & 18).
- 2. **We** will not pay any liability for:
 - a) any claim reported to us more than 12 months after the beginning of the incident which led to the claim;
 - b) legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against you;
 - legal expenses incurred before receiving our prior written approval, unless such costs would have been incurred subsequently to our approval;

- d) legal expenses incurred in connection with any criminal or wilful act committed by you;
- legal expenses incurred for any claim or legal proceedings brought against us, you, or any company or person involved in arranging this policy;
- f) fines, compensation or other penalties imposed by a court or other authority;
- g) **legal expenses** incurred after **you** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or **you** not accepting an offer from **us** to settle a claim;
- legal expenses which we consider to be unreasonable or excessive or unreasonably incurred (as determined by our legal counsel);
- i) actions between individuals named on the policy schedule;
- j) **legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

Specific conditions applicable to legal expenses:

- Written consent must be obtained from us prior to incurring legal expenses. This
 consent will be given if you can satisfy us that:
 - a) there are reasonable (as determined by **our** legal counsel) grounds for pursing or defending the claim or legal proceedings; and
 - b) it is reasonable (as determined by our legal counsel) for legal expenses to be provided in a particular case. The decision to grant consent will take into account the opinion of your legal representative as well as that of our own advisers. We may request, at your own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, your costs in obtaining this opinion will be covered by this policy.
- All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- If you are successful in any action, any legal expenses provided by us will be reimbursed to us.
- 4. **We** may at **our** discretion assume control at any time of any claim or legal proceedings in **your** name for damages and or compensation from a third party.
- We may at our discretion offer to settle a claim with you instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.
- We may at our discretion offer to settle a counter-claim against you instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

Section 10: Baggage delay

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, for replacement of essential items if **your baggage** is temporarily lost on the outward journey.

Section conditions

- 1. You must be without your baggage for more than 8 hours.
- You must keep the receipts of anything you buy and get written confirmation from the public transport carrier of the number of hours you were without your baggage.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. Any claim for baggage delayed or detained by customs or other officials.

Section 11: Travel risks

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Definitions for this section

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

Catastrophe - avalanche, explosion, fire, flood, hurricane, lightning, storm or tempest.

 $\label{eq:hijack-theunlawful} \textbf{Hijack} \ - \ \text{the unlawful seizure or wrongful exercise of control of the aircraft (or the crew thereof) in which <math display="block"> \textbf{you} \ \text{are travelling as a passenger}.$

Kidnap - your unlawful capture and detention in excess of 24 hours.

Mugging - a violent attack on you with a view to theft by person(s) not previously known to you

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, in respect of:

- 1. each complete day you are either hijacked or kidnapped.
- 2. each complete period of 24 hours **you** are hospitalised and **you** receive inpatient **hospital** treatment which is covered under Section 1: Emergency medical assistance & expenses as a direct result of a **mugging** while on **your trip**.
- 3. reasonable additional accommodation and travel expenses necessarily incurred in the event that **your trip** is disrupted by a **catastrophe**.

Section conditions

In respect of Event 2 - mugging:

- You must give notice as soon as possible to the emergency medical assistance service of any injury which necessitates your admittance to hospital as an inpatient.
- You must report the mugging to the Police as soon as possible and obtain from them (at your own expense) a written report of the incident.
- 3. **You** must obtain (at **your** own expense) written confirmation of **your** injuries and the period of inpatient treatment from the **hospital**.

What is not covered

- 1. Anything mentioned in the 'Exclusions which apply to the whole policy'.
- Circumstances already known at the time of taking out this insurance or booking the trip.
- 3. Claims not supported by a written report from the appropriate authorities.
- 4. **Your** decision not to remain in **your** booked accommodation when official directives from local authorities state it is acceptable to do so.
- Any expenses recoverable from the tour operator, airline, hotel or provider of services.
- 6. In respect of Event 1 hijack and kidnap:
 - any claims arising out of any act(s) by **you** which would be considered as an offence by a court of **your home area** if they had been committed in **your home**
 - any claim where the detainment, internment or hijack of you has not been reported or investigated by the Police or local authority.
- 7. In respect of Event 3 catastrophe:
 - claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.

Section 12: Extended journey disruption

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Events

We will pay up to the limit shown in the 'Schedule of Benefits' for:

- 1. delayed departure provided you eventually travel; or
- i) unused travel and accommodation costs (including excursions) which you
 have paid or are contracted to pay and which you cannot recover from any
 other source;
 - reasonable additional accommodation (room only) and transport costs incurred up to the standard of your original booking which you cannot recover from any other source.
 - iii) kennel, cattery or professional pet sitter fees which **you** have paid or are contracted to pay and which **you** cannot recover from any other source.

If as a result of:

- a) an airport, port or airspace you are travelling from or through being closed for more than 24 hours from the date and time of your scheduled departure as shown on your ticket/itinerary and your departure is delayed or cancelled, and no other suitable alternative flight could be provided within 24 hours;
- b) Your flight being diverted or re-directed after takeoff;
- You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours;
- d) You having to move to other accommodation on arrival or at any other time during the trip because you cannot use your booked accommodation due to fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning;
- e) Your trip being cancelled or curtailed before completion as a result of the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which you are travelling issuing a directive (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18):

- i) prohibiting all travel or all but essential travel to; or
- recommending evacuation from the country or specific area or event to which you were travelling, providing the directive came into force after you purchased this insurance or booked the trip (whichever is the later), or in the case of curtailment after you had left your home to commence the trip.

Section conditions

- If you are a UK resident living in Northern Ireland and your travel itinerary requires you to use Republic of Ireland departure/arrival points, your cover will be as if you were still travelling from Northern Ireland with respect to claims coverage.
- If you fail to notify the travel agent, tour operator, provider of transport or accommodation as soon as you find out it is necessary to cancel the trip the amount we will pay will be limited to the cancellation charges that would have applied otherwise.
- All claims must be supported by documentary evidence that you have been unable to obtain a refund from your travel and/or accommodation provider.
- 4. You must get (at your own expense) written confirmation from the public transport carrier (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport or accommodation offered.
- Payment for additional accommodation will only be considered where your carrier or handling agents have not been able to offer you suitable alternative accommodation and/or travel arrangements.
- You must check in, according to the itinerary supplied to you unless your tour operator has requested you not to travel to the departure point.
- You must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- You must get (at your own expense) written confirmation from the provider of the
 accommodation the local police or relevant authority that you could not use your
 accommodation and the reason for this.
- 9. You must comply with the terms of contract of the public transport carrier and seek financial compensation, assistance or a refund of your ticket from them, in accordance with the terms and/or (where applicable) your rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- Trips where you do not have a return date scheduled at the time the airspace, airport or port is closed.
- Deposits, unused travel and accommodation costs or unused kennel, cattery or
 professional pet sitter fees in excess of those shown in the booking conditions of the
 travel or accommodation provider or for which you receive or are expected to
 receive compensation or reimbursement.
- Any costs where these are recoverable from your travel and/or accommodation provider.
- Any costs where you received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- Any costs incurred by you which are recoverable from your credit/debit card provider or for which you receive or are expected to receive compensation or reimbursement.
- Any costs arising from the insolvency of the accommodation providers or their booking agents.
- Any accommodation costs, charges and expenses where the public transport carrier has offered reasonable alternative travel arrangements.
- Any costs for normal day to day living such as food and drink which you would have expected to pay during your trip.
- Any claim for administration costs charged by your travel and/or accommodation provider in respect of obtaining a refund or documentary evidence in support of your claim
- 11. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 12. Circumstances known to **you** before **you** purchased this insurance or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this section.
- 13. Your disinclination to travel, for whatever cause.
- 14. Travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided.
- 15. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme, in addition any property maintenance costs or fees incurred by you as part of your involvement in such schemes are not covered.

- 16. Any unused travel costs arising from the insolvency of **your** transport provider.
- 17. Any cost if your trip was booked as part of a package holiday (as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992) except under:
 -) Event 1; or
 - Event 2 any cost relating to travel/transport and accommodation costs and kennel, cattery or professional pet sitter fees which do not form part of your package holiday;
- 18. Claims arising directly or indirectly from:
 - a) strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which you were travelling, existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip;
 - an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling;
 - denied boarding due to your drug use, alcohol or solvent abuse or your inability to provide a valid passport, visa or other documentation required by the public transport carrier or their handling agents.
- 19. Any claim arising from denied boarding due to you holding a standby or concessionary fare ticket that allows the transport provider or their handling agent to withdraw your rights to a seat without penalty.

Section 13: End supplier failure insurance

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Definition of words applicable to this section only:

Financial Failure - means the **end supplier** becoming insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier - means the company that owns and operates the services listed in point 1. below.

Note: you must refer to the 'Definitions' section of this Policy which will also apply.

Events

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, per insured person as confirmed in your policy schedule, for:

- irrecoverable sums paid prior to financial failure of the scheduled airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the end supplier of the travel arrangements not forming part of an inclusive holiday prior to departure, or;
- 2. in the event of financial failure after departure:
 - a) additional pro rata costs incurred by the insured person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements, or;
 - b) if curtailment of the holiday is unavoidable the cost of return transportation to the **United Kingdom**, **Channel Islands**, Isle of Man or Northern Ireland to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements.

What is not covered

We will not pay for:

- Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Northern Ireland prior to departure.
- Any end supplier which is, or which any prospect of financial failure is known by the insured person or widely known publicly at the date of the insured person's application under this policy.
- Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond or is capable of recovery from under Section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
- The financial failure of any travel agent, tour organiser, booking agent or consolidator with whom the insured-person has booked travel or accommodation.
- Any losses which are not directly associated with the incident that caused the insured-person to claim. For example, loss due to being unable to reach your prebooked hotel following the financial failure of an airline.

Section 14: Winter sports cover

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Your policy will be extended to cover **your trip** and include the additional cover shown under this section:

Premier & Premier Plus cover - Annual Multi-trip cover is automatically included. Single Trip policy additional premium must be paid and shown on **your policy schedule**.

Please refer to 'Activities you are covered for' - 'Winter sports activities' for **trip** limits and a list of the activities which are covered.

Event A - Winter sports equipment

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**:

- if your or your hired winter sports equipment is accidentally damaged, or lost, stolen, or destroyed during your trip;
- for hire of replacement winter sports equipment during your trip as a result of 1 above; and/or
- 3. to replace your lift pass if it is lost, stolen or destroyed during your trip.

Event A - Conditions

- You must take reasonable care to keep your winter sports equipment safe. If your winter sports equipment is lost or stolen, you must take all reasonable steps to get it back.
- You must report any loss or theft as soon as possible to the police if the loss occurred during the trip. You must get a police report form within 7 days.
- If your winter sports equipment is lost or damaged by your public transport carrier you must give written notice of the claim to them within the time limit in their conditions of carriage (you should also keep a copy). You must keep your tickets and luggage tags.
- 4. If your winter sports equipment is lost or damaged by an authority or your accommodation provider, you must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
- You must be able to prove that you have responsibility for the lost, stolen or damaged items and how much they are worth. If you do not do this, it may affect your claim.
- At our option, we will settle any claim by payment or replacement. We will pay claims
 for winter sports equipment based on their value at the time of loss. We will not pay
 more than the original purchase price of any lost or damaged item.

Event A - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Winter sports equipment which you have left unattended in your accommodation unless the accommodation is locked.
- 4. Winter sports equipment which you have left unattended in a motor vehicle unless:
 - a) the loss occurs between 9am and 9pm; and
 - it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
- Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- 7. Items used in connection with your job.

Event B - Delay due to avalanche

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule for extra accommodation (room only) and transport charges (up to the same standard of those previously booked) that are necessary to reach your trip destination on your outward journey or your home on your return journey, if an avalanche delays your arrival at or departure from your booked destination.

Event B - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.

Event C - Piste closure

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if all pistes at the resort **you** have booked are closed because of lack of snow, excessive snow or high winds.

Event C - Conditions

- 1. Cover does not apply for trips:
 - a) in the UK;
 - outside the UK, which are not during the recognised skiing season for your destination.
- Cover does not apply for cross country skiing.

Event C - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.

Event D - Winter sports activity and ski pack

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**:

- if due to illness (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18) or injury you are medically certified as being unable to take part in your pre-booked winter sports activity, for the unused part of your ski/lift pass, hire or tuition fees or cost of activities;
- to replace your pre-booked ski/lift pass if it is lost, stolen or destroyed during your trip.

Event D - Condition

Any claim resulting from **illness** or **injury** must be supported by written confirmation from a **medical practitioner**.

Event D - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.

Event E - Delayed winter sports equipment

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule for the hire of essential items if your own winter sports equipment is misplaced, or stolen on your outward journey for over 8 hours from the time you arrive at your trip destination; or if it is lost or damaged during your stay at the ski resort.

Event E - Conditions

- 1. You must be without your winter sports equipment for more than 8 hours.
- You must keep the receipts of anything you buy and get written confirmation from the public transport carrier of the number of hours you were without your winter sports equipment.

Event E - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- Any claim for winter sports equipment delayed or detained by customs or other officials.

Section 15: Cruise cover

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Your policy will be extended to cover **your trip** and include the additional cover shown under this section:

Premier & Premier Plus cover - Annual Multi-trip cover is automatically included. Single Trip policy additional premium must be paid and shown on **your policy schedule**.

Definitions for this section

The following additional key word has the same meaning wherever it appears in this section. This definition applies to this section only.

Formal cruise attire - means clothing which meets the cruise dress code for formal dining, which may include evening gowns, cocktail dresses, suits, tuxedos, dress trousers, dress shirts, sports jacket and ties.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

Event A - Missed embarkation

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule:

- where you are joining your cruise ship at an UK embarkation point, to enable you to reach your cruise ships next port of call if you arrive at the original UK embarkation point after the ship has departed due to the vehicle in which you are travelling to the original UK embarkation point suffering from a mechanical breakdown or failure or being involved in an accident or a delay involving your own vehicle because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press or your public transport carrier is delayed, preventing you from being able to embark on time, or
- where you are joining your cruise ship at an embarkation point outside the UK, for alternative transport to get you to your cruise ships overseas embarkation point, or next port of call if you are unable to reach your departure point and check-in on time for your outbound departure either because your public transport carrier is delayed, or the vehicle in which you are travelling suffers from a mechanical breakdown or failure or being involved in an accident or a delay involving your own vehicle because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press, causing you to miss your outbound departure.

Event A-Condition

Please refer to the section conditions under Section 5: Travel delay, missed departure & missed connection, which will apply.

Event A - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. Anything mentioned under the heading 'What is not covered' within Section 5: Travel delay, missed departure & missed connection.
- 3. Any compensation when **your cruise** operator has rescheduled **your** flight itinerary.
- Additional expenses where your planned arrival time at the port is less than 3 hours in advance of the sail departure time if you are travelling independently and not part of an integrated cruise package.

Event B - Formal cruise attire

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**:

- 1. for the accidental loss of, theft of or damage to your formal cruise attire.
 - At **our** option, **we** will settle any claim by payment or replacement. **We** will pay claims for **formal cruise attire** based on their value at the time of loss. **We** will not pay more than the original purchase price of any lost or damaged item.
- for the purchase or hire of replacement items of formal cruise attire if your own is
 misplaced, lost or stolen on your outward journey from your home area for over 8
 hours from the time you boarded your cruise ship and provided written
 confirmation is obtained and sent to us confirming the delay. If the loss is permanent
 the amount paid will be deducted from the final amount to be paid under this section.

Event B - Condition

Please refer to the section conditions under Section 3: Baggage, which will apply.

Event B - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- Anything mentioned under the heading 'What is not covered' within Section 3: Baggage.

Event C - Cruise itinerary changes

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, for each missed port, if a scheduled port visit is cancelled during **your cruise** due to adverse weather conditions or timetable restrictions and no alternative port can be offered.

Event C - Condition

You must obtain a written report from the **cruise** operator, carrier or their handling agents confirming the itinerary change and the reason for it.

Event C - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. A missed port caused by strike or industrial action.
- Claims arising from a missed port caused by strike or industrial action existing or publicly declared by the date you purchased this insurance or at the time of booking any trip.
- 4. Your failure to attend the excursion as per your itinerary.
- If your cruise ship cannot put people ashore due to a scheduled tender operation failure.
- 6. Where a monetary amount (including on board credit) of compensation has been offered by the **cruise** ship or **your** tour operator.

Event D - Additional emergency medical assistance and expenses

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, in addition to cover provided for a claim under Section 1: Emergency medical assistance & expenses, as a result of **your injury** or **illness** sustained abroad during the period of **your trip**:

- 1. Ship to shore repatriation emergency air evacuation if necessary and with the prior approval of the emergency medical assistance service, as a result of you suffering unforeseen injury, illness (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18) or complications as a direct result of pregnancy outside your home area.
- Cabin confinement benefit (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18) for each full day that you are confined to your cabin by the ship's medical practitioner as an in-patient during the period of the trip.
- 3. Loss of shore excursions that you pre-booked and pre-paid for in your home area and are unable to take because you are confined to bed in your cabin by the ship's medical practitioner and on which you are unable to obtain a refund (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18).

Event D-Condition

Please refer to the section conditions under Section 1: Emergency medical assistance & expenses, which will apply.

Event D - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- Anything mentioned under the heading 'What is not covered' within Section 1: Emergency medical assistance & expenses.
- You must obtain written confirmation of any confinement to your cabin in writing by the ship's medical practitioner.

Section 16: Business cover

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Your policy will be extended to cover **your trip** and include the additional cover shown under this section:

Premier & Premier Plus cover - additional premium must be paid and shown on **your policy schedule**.

Definitions for this section

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

Business equipment – electrical equipment (including computers, laptops or similar) business books, stationery, office equipment and all owned by you or your legal responsibility.

Business money – bank notes and coins in legal tender, cheques, travellers' cheques, postal or money orders, pre-paid coupons or vouchers or travel tickets, pre-booked event and entertainment tickets, phone cards and pre-paid electronic money cards, all held for business use and which are non-refundable.

Business samples – samples of your business stock owned by you or your legal responsibility.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

Event A - Business equipment and business samples

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule if your business equipment and business samples are accidentally damaged, lost, stolen, or destroyed during your business trip.

Event A-Conditions

- You must take reasonable care to keep your business equipment and business samples safe. If your business equipment and business samples are lost or stolen, you must take all reasonable steps to get them back.
- You must report any loss or theft as soon as possible to the police if the loss or damage occurred during the trip. You must get a police report form within 7 days.
- If your business equipment and business samples are lost or damaged by your
 public transport carrier you must give written notice of the claim to them within the
 time limit in their conditions of carriage (you should also keep a copy). You must
 keep your tickets and luggage tags.
- 4. If your business equipment and business samples are lost or damaged by an authority or your accommodation provider, you must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
- You must be able to prove that you have responsibility for the lost, stolen or damaged items and how much they are worth. If you do not do this, it may affect your claim.
- 6. At our option, we will settle any claim by payment or replacement. We will pay claims for business equipment and business samples based on their value at the time of loss. We will not pay more than the original purchase price of any lost or damaged item. We will not pay the cost of replacing any other pieces that form part of a pair or set.
 - We will not pay more than the maximum limit provided for any one article, pair or set of articles or business samples.
- If you have also made a claim for replacement under Event B 'Essential item replacement and hire' this amount will be deducted from the amount claimed under Event A.

Event A-What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- The excess shown in the 'Schedule of Benefits' within this policy.
- 3. **Business equipment** and **business samples** which **you** have left **unattended** in **your** accommodation unless the accommodation is locked.
- Business equipment and business samples which you have left unattended in a motor vehicle unless:
 - a) the loss occurs during the hours of 9 am and 9 pm; and
 - b) they are contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in a secure luggage area).
- 5. Claims for theft unless there is evidence of force or forcible entry.
- 6. Food or drink.
- 7. Contact and corneal lenses, medical and dental fittings, or hearing aids.
- Cracked, scratched or broken glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items.
- 9. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- 11. Business money, bonds, securities or documents of any kind.

Event B - Essential item replacement and hire & courier replacement costs

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** for:

- The replacement or hire of essential items if your business equipment or business samples are temporarily lost on the outward journey.
- 2. For emergency courier expenses **you** have to pay to replace any **business equipment** or **business samples** that **you** must have for **your business trip**.

Event B - Conditions

You must be without your business equipment and business samples for more than 8 hours.

You must keep the receipts of anything you buy or hire and get written confirmation from the public transport carrier of the number of hours you were without your business equipment and business samples.

Event B - What is not covered

We will not pay for

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any claim for items delayed or detained by customs or other officials.

Event C - Business money

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** if **your business money** is lost or stolen during **your trip** or during the 72 hours immediately before starting **your trip**.

Event C - Conditions

- You must take reasonable care to keep your business money safe. If your business money is lost or stolen, you must take all reasonable steps to get it back.
- You must report any loss to the police within 24 hours of discovering it and obtain a written police report.
- You must be able to prove that you own or are responsible for the lost or stolen money, if you do not it may affect your claim.

Event C - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. **Business money** which is not with **you** unless it is stored in a locked safety deposit box or locked safe or is locked in **your** accommodation.
- 4. Claims for theft unless there is evidence of force or forcible entry.
- 5. Bonds, securities or documents of any kind.
- 6. Shortages due to a mistake or loss due to a change in exchange rates.
- Business money which is delayed, detained or confiscated by customs or other officials.

Event D - Employee replacement

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule for the additional cost of travel and accommodation (up to the same standard as your booking) for one colleague to replace you, if you are unable to meet your business commitments due to the Events insured under the following sections:

- Section 1: Emergency medical assistance and expenses (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18);
- · Section 2: Personal accident; and/or
- Section 4: Cancellation & cutting short a trip (unless this was related to a pandemic and/or epidemic, including but not limited to Coronavirus (COVID-19), excluded under point 35. of 'Exclusions which apply to the whole policy' on page 18).

Event D - Conditions

- 1. Anything mentioned in the section conditions under the sections listed above.
- 2. You must have a valid claim under the sections listed above for cover to apply.

Event D - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Anything mentioned in 'What is not covered' under the sections listed above.

Section 17: Gadget cover

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Important Note

We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Definitions for this section

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

Accessories - items such as but not limited to, chargers, protective cases, headphones and hands free devices costing less than £150, that are used in conjunction with your gadget but excludes SIM cards and wearables. A UK evidence of ownership for accessories will need to be provided at point of claim.

Accidental loss/accidentally lost - means that the gadget has been accidentally left by you in a location and you are permanently deprived of its use.

Checked-in baggage - suitcases, holdalls or rucksacks that have been checked-in by **your** transport provider and placed in the luggage hold of flight/train/sailing/coach in which **you** are booked to travel.

Co-operate - provide us with any information we may reasonably request to enable us to verify your claim.

Eligibility criteria - a gadget must be in good working order and in your possession when you start your trip and:

- purchased as new in the UK, or, if purchased as refurbished, was not purchased direct from the manufacturer or network provider in the UK. Any device that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum 12 month warranty
- not more than 48 months old at the date you started your trip.

Evidence of ownership - a document to evidence that the item(s) **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, **UK** gift receipt, bank or credit card statements.

Gadget(s) - means a handheld consumer electronic device such as mobile phones, tablets, iPads, kindles, satnavs, cameras, lenses, camcorders, smart watches, smart glasses, head mounted displays, hand held games consoles, portable DVD players, headphones, wireless speakers, MP3 players, iPods and **laptop computers**. There is no cover provided under this section for drones.

Immediate family - your mother, father, son, daughter, spouse or domestic partner or other family members who resides with **you** at **your home**.

Laptop computer - a portable computer that includes a screen, keyboard and track pad or track ball.

Precautions - all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of their **gadgets**, such as keeping the **gadget** concealed when **you** are in a public place and **gadget** is not in use.

Unattended - neither on **your** person or within **your** sight and reach.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

We will pay up to the limits shown within this section:

1. If your gadgets are lost or stolen

If this happened:

Your gadget was lost or stolen during your trip.

This is what we will do:

- We will arrange for your gadget to be replaced with a <u>similar refurbished make and model</u> up to a maximum value of £1,000 Premier cover or £1,500 Premier Plus cover.
- We will pay you up to £10,000 for the reimbursement of unauthorised calls or data download if your mobile phone is accidentally lost or stolen whilst on your trip and is used fraudulently.

But we won't do anything if:

- your laptop computer is accidentally lost;
- · your gadget falls outside our eligibility criteria;
- · you are unable to provide evidence of ownership;
- your gadget was in the possession of a third party (other than a member of your immediate family) at the time of the event giving rise to a claim under this insurance;
- your gadget was placed in checked-in baggage;
- you did not notify any loss or theft to the police, your carrier or tour operator's representative and obtain a local independent written report during your trip;
- your claim is for a mobile phone and you did not notify your service provider and blacklist your handset;
- you did not take all available precautions;
- when away from your accommodation your gadget was not concealed on or about your person when not in use;
- the gadget is left unattended when it is away from your holiday accommodation (including being in luggage during transit);
- your gadget was left unattended in any motor vehicle, where you or someone
 acting on your behalf is not in the vehicle, unless the gadget has been concealed in
 a locked boot, closed glove compartment or other closed internal compartment and
 all the vehicle's windows and doors have been closed and locked and all security
 systems have been activated. A copy of the receipt for any repairs made following
 damage in gaining entry to the locked vehicle must be supplied with any claim;
- your gadget was left unattended in your holiday accommodation, unless the theft
 involves force in gaining entry to or exit from the building or premises, resulting in
 damage to the building or premises. A copy of the receipt for any repairs made
 following damage in gaining entry must be supplied with any claim;
- you ask us to reimburse unauthorised calls or data if you did not report the loss or theft of your mobile phone to the service provider within 24 hours of discovery and you have not provided an itemised bill from your service provider;
- you do not co-operate with us;
- you do not pay your excess fee of £50.

2. If your gadgets are accidentally damaged

If this happened:

Your gadget was accidentally damaged during your trip.

This is what we will do:

We will arrange for your gadget to be repaired or, if it cannot be repaired, replaced with a similar refurbished make and model up to a maximum value of £1,000 Premier cover or £1.500 Premier Plus cover.

But we won't do anything if:

- your gadget was placed in checked-in baggage;
- · your gadget falls outside our eligibility criteria;
- your gadget has been damaged by radiation, atmospheric or climatic conditions, age, or wear and tear;
- you ask us to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance.
- you are unable to provide evidence of ownership;
- you did not take all available precautions;
- you do not co-operate with us;
- you do not pay your excess fee of £50.

3. If your accessories are accidentally lost or stolen with your gadget

If this happened:

Your accessories were accidentally lost, stolen or damaged at the same time as your gadget during your trip.

This is what we will do:

We will replace your accessories up to a maximum value of £150.

But we won't do anything if:

- · your gadget and / or accessories were placed in checked-in baggage;
- you do not have a valid claim under point 1. 'If your gadgets are lost or stolen' or point
 2. 'If your gadgets are accidentally damaged' within this section;
- your accessories have been damaged by atmospheric or climatic conditions, age or wear and tear:
- you ask us to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance;
- you are unable to provide evidence of ownership;
- you do not co-operate with us.

Section 18: Travel consumer dispute

<u>Please Note</u>: no cover is provided under this section if you have purchased an Essential policy.

Definitions for this section

The words or expressions detailed below have the following meaning wherever they appear in this section of cover, the definitions will start with a capital letter.

Note: **you** must refer to the 'Definitions' section of this policy, which will also apply, policy definitions are shown in bold.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Court

A Court, tribunal or other competent authority.

Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Professional Fees

Legal Fees and costs properly incurred by the Authorised Professional, with **our** prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the geographical limits arising from an insured incident. In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by **us** in either handling this matter using **our** own Claims Specialist or a nominated Authorised Professional of **our** choice.

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

What is covered?

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, to cover the cost of Professional Fees in pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by **you** or on **your** behalf for the purposes of undertaking a **trip** in order to seek compensation and or implementation of the contract from the following:-

- a) your Tour Operator or Holiday Company;
- b) your Travel Agent;
- c) a Car Hire company with whom you have pre-booked a vehicle;
- d) an Airline, Ferry, Train, Cruise liner or Coach Operator;
- e) a Hotelier or Property Owner.

Subject to the cause of action arising within the geographical limits and where Legal Proceedings are able to be brought in a United Kingdom Court jurisdiction.

What is not covered?

- any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
- an Event not reported to us within 30 days of returning from the trip subject to the dispute;
- Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid;
- actions pursued in order to obtain satisfaction of a judgement or legally binding decision:
- the insured person's travelling expenses, subsistence allowances or compensation for absence from work;
- any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.
- 7. anything mentioned in the 'Conditions' or 'Exclusions' which apply to the whole policy.

Exclusions applying to this section

This insurance does not cover:

- Professional Fees incurred:
 - in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - b) where the **insured person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;
 - c) before our written acceptance of a claim;
 - d) before **our** approval or beyond those for which **we** have given **our** approval;
 - e) where you fail to give proper instructions in due time to us or to the Authorised Professional;
 - f) where you are responsible for anything which in our opinion prejudices your case:
 - g) if you withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for you;
 - where you decide that you no longer wish to pursue your claim as a result of disinclination. All costs incurred up until this stage will become your responsibility;
 - i) in respect of the amount in excess of our Standard Professional Fees where you have elected to use an Authorised Professional of your own choice;
- the pursuit, continued pursuit or defence of any claim if we consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- claims which are conducted by you in a manner different from the advice or proper instructions of us or the Authorised Professional;
- appeals unless you notify us in writing of your wish to appeal at least six working days before the deadline for giving notice of appeal expires and we consider the appeal to have reasonable prospects of success;
- any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
- damages, fines or other penalties you are ordered to pay by a Court, tribunal or arbitrator;
- claims arising from an Event arising from your deliberate act, omission or misrepresentation;
- $8. \quad \hbox{claims arising from seepage, pollution or contamination of any kind;}\\$
- any Professional Fees relating to your alleged dishonesty or deliberate and wilful criminal acts or omissions;

- a dispute which relates to any compensation or amount payable under a contract of insurance;
- 11. a dispute with us not dealt with under the 'Arbitration' condition;
- 12. an application for judicial review;
- 13. any Professional Fees incurred in defending or pursuing new areas of law or test
- any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
- 15. any claim arising from a stress or psychological related condition;
- any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies;
- Legal Proceedings outside the **United Kingdom** and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
- Legal Proceedings between an insured person and a central or local government authority;
- disputes between an insured person and their family or a matrimonial or cohabitation dispute;
- any claims made or considered against us or an Authorised Professional used to handle any claim;
- 21. any claims relating to cosmetic treatment, surgery or tanning;
- 22. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court Limits;
- 23. any loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - b) any computer virus;
 - c) any computer related hoax relating to a) and/or b) above.

Specific conditions relating to claims:

You must tell **us** in writing within 30 days of returning from the respective **trip** about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur Professional Fees.

We will give such consent if **you** can satisfy **us** that there are reasonable prospects of success in pursuing or defending **your** claim and that it is necessary for Professional Fees to be paid and **you** have paid the **excess**.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim we decide that:-

- 1. Your prospects of success are insufficient;
- 2. It would be better for you to take a different course of action;
- 3. **We** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that we will pay under the policy in the pursuit continued pursuit or defence of any claim:-

- 1. If we consider it is unlikely a sensible settlement will be obtained; or
- 2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- 3. **We** consider that it is unlikely that **you** will recover the sums due and or awarded to

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

Arbitration:

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Representation:

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If Legal Proceedings have been agreed by **us**, **you** may nominate **your** own Authorised Professional whose name and address **you** must submit to **us**. In selecting **your** Authorised Professional **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Conditions.

Where **you** have elected to use **your** own nominated Authorised Professional **you** will be responsible for any Professional Fees in excess of **our** Standard Professional Fees.

Conduct of claim:

- You shall at all times co-operate with us and give to us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at your own expense.
- 2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and you shall give any instructions to the Authorised Professional which may be required for this purpose. You or your Authorised Professional shall notify us immediately in writing of any offer or payment into Court made with a view to settlement and you must secure our written agreement before accepting or declining any such offer.
- We will not be bound by any promise or undertaking given by you to the Authorised Professional or by either of you to any Court, witness, expert or agent or other person without our agreement.

Recovery of Costs:

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay you all or any costs charges, fees, expenses or compensation you will do everything possible (subject to our directions) to recover the money and hold it on our behalf. If payment is made by instalments these will be paid to us until we have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

USEFUL INFORMATION

Please note this information does not form part of the terms and conditions of your travel cover, it is provided for guidance purposes only. Information is correct at date of production.

Foreign, Commonwealth & Development Office (FCDO)

Before you go overseas check out the Foreign, Commonwealth & Development Office (FCDO) website at **www.gov.uk/foreign-travel-advice**, it is packed with essential travel advice and tips plus up to date information about different countries.

The World Health Organisation (WHO)

The World Health Organisation (WHO) provides up to date information and advice for travellers by country on health risks. Please check with the WHO if you have any concerns over health risks for your intended destination.

To view information on the country or region you intend to travel to, visit the international travel and health pages on the WHO website **www.who.int**

Reciprocal Healthcare Agreements

(Applies to residents of England, Scotland, Wales and Northern Ireland only)

The National Health Service (NHS) provides useful information on healthcare abroad and produces country by country guides and a 'Health advice for travellers' leaflet'. You can find all this at www.nhs.uk

Guernsey & Jersey

Guernsey - healthcare in Guernsey is provided by the health and Social Services Department and is outside the UK National health Service. Non-resident visitors to the bailiwick of Guernsey are required to pay for medical treatment.

Jersey - a bilateral healthcare agreement exists between mainland UK and Jersey. Treatment similar to that provided by the NHS is free and you will need to provide proof of residence.

Jersey and Guernsey retain a Reciprocal health Agreement covering their residents when travelling between the islands.

European Union

If you are planning to travel to countries in the European Union, or Iceland, Liechtenstein, Norway or Switzerland you may benefit from any Reciprocal Healthcare Agreements (RHA) which exist with these countries. Where possible, you should take reasonable steps to use these arrangements.

Australia

If essential medical treatment is required in Australia you must enrol with a local Medicare office. Details of how to enrol and the free treatment available can be found in the 'Health Advice for Travellers' leaflet or at the Australian government website **www.humanservices.gov.au** (You do not need to enrol on arrival but you must do this after the first occasion you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge).

Air passengers

For advice and details on your rights as an airline passenger and compensation in different situations please visit the UK Civil Aviation Authority website at www.caa.co.uk. You should also refer to the terms and conditions of the airline you are travelling with for information.

We are not responsible for the content of other websites.

For sections 1 to 12 and 14 to 16 this insurance is underwritten by Syndicate 1084 at Lloyd's, managed by Chaucer Syndicates Limited. Chaucer Syndicates Limited is authorised by the Financial Conduct Authority, regulated by the Prudential Regulation Authority and registered in England and Wales No. 184915, Financial Services Number 204915. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AD.

For section 13 this insurance is underwritten by Liberty Mutual Insurance Europe SE and provided by International Passenger Protection Limited. Registered Office: IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR. Registered in England 2498563. Authorised and regulated by the Financial Conduct Authority.

For section 17 this insurance is administered by Bastion Insurance Services Ltd and underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. is part of the AXA Group. Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

For section 18 this insurance is administered by Arc Legal Assistance Ltd (305958) and underwritten by Royal & Sun Alliance Insurance Ltd (202323). Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

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