

# HOLIDAY TRAVELLER

Travel Insurance

## Insurance Policy



**THE SPECIALISTS**



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# The insurance contract

## About Your insurance Policy

Throughout **Your Policy**, certain words have special meanings and these are listed and explained in the section “Words with Special Meanings”. These words are highlighted in bold wherever they appear.

To be eligible for cover under this **Policy**, **You** must be:

- a. In the **United Kingdom** when the **Policy** is purchased (except when **You** renew an existing Annual multi-trip policy); and
- b. Aged 80 or under at the start of the **Policy Period** for Single-trip policies; or
- c. Aged 70 or under at the start of the **Policy Period** for Annual multi-trip policies; and
- d. Resident in the **United Kingdom**, meaning that **You**:
  - Have an address in the **United Kingdom**; and
  - Have lived in the **United Kingdom** for at least 6 of the last 12 months; and
  - Are registered with a General Practitioner in the **United Kingdom**.

The maximum trip duration available, unless otherwise shown on **Your Policy Schedule**, is:

- a. 90 days for Single-trip policies.
- b. 30 days per trip for Annual multi-trip policies.

If **You** have any queries about **Your** cover, **You** can call the insurance intermediary from whom **You** purchased this **Policy**. **We** want **You** to get the most from **Your Policy** and to do this **You** should:

- Read **Your Policy** carefully and make sure **You** have the level of cover that meets **Your** needs.
- Make sure **You** have declared any **Pre-existing Medical Conditions**.
- Please contact Jackson Lee Underwriting on 0330 111 3093 or email [travel@jacksonleeunderwriting.co.uk](mailto:travel@jacksonleeunderwriting.co.uk) if there are any changes to **Pre-existing Medical Conditions** or new medical conditions; failure to do so may result in a claim being rejected or payment being reduced.

- Make sure that **You** understand the conditions and exclusions which apply to **Your Policy** because if **You** do not meet these conditions it may affect any claim that **You** make.

Remember, no policy covers everything. **We** do not cover certain things such as:

- **Pre-existing Medical Conditions** (unless the appropriate additional premium has been paid and **We** have agreed them in writing).
- **Hazardous Activities and Sports**. **You** will not be covered when taking part in certain **Hazardous Activities and Sports**. Please see “Appendix 1: Hazardous Activities and Sports” for details.
- Uninsured losses e.g. the cost of obtaining a Police or medical report.

Each section of the **Policy** has a limit on the amount **We** will pay under that section, called the sum insured. Some sections also include inner limits e.g. for a single item or for **Valuables** in total. The sums insured and inner limits for each section are shown in the “Table of Benefits”.

Claims under most sections of the **Policy** will be subject to an **Excess**, which applies per claim per section for each **Insured Person**. Where **We** are making a claims payment to **You**, **We** will deduct the **Excess** from the payment amount. Where **We** are settling a claims invoice directly with a medical provider or other supplier, **You** will be responsible for paying **Us** the **Excess**. The amount of **Excess** per person for each section of cover is shown in the “Table of Benefits”.

The things which are not covered by **Your Policy** are stated in:

- The “General Policy Exclusions”
- “What is not covered” in each section of cover

## About Your contract

**Your Policy** is a legal contract between **You** and **Us**. The two parts – **Your Policy Wording** and **Your Policy Schedule** – make one legal document and **You** must read them together.

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **Your Home** is, unless otherwise agreed by **Us** in writing. The only exception is if **Your Home** is in the Channel Islands or the Isle of Man, when the law of England and Wales will apply to this contract.

If there is any disagreement, **We** will use **Your Policy** over any other assurances or statements, unless they are confirmed in writing and form part of the **Policy**.

All communication between **You** and **Us** will be in English.

**Your Policy** is based on all the information **You** gave **Us** about **You**, the person(s) named on **Your Policy Schedule**, other person(s) on whom **Your** trip may depend, **Your** trip(s) and personal circumstances when **You** applied for the insurance. Every time **We** or **You** make a change to **Your** insurance, the insurance intermediary from whom **You** purchased the **Policy** will send **You** a new **Policy Schedule**.

If **You** have purchased Annual multi-trip insurance, the insurance intermediary from whom **You** purchased the **Policy** will remind **You** of the details of **Your** insurance at least every 12 months. This will allow **You** to check that **Your Policy** still meets **Your** needs.

## The Insurers

### Legal costs and expenses section:

Insured by ARAG Legal Expenses Insurance Company Limited, registered address Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales. Company Number 103274. Website: [www.arag.co.uk](http://www.arag.co.uk)

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

All other sections are underwritten by ERGO Travel Insurance Services Ltd (**ETI**) on behalf of Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. **You** can check this on the Financial Services Register by visiting: <https://register.fca.org.uk>

ERGO Travel Insurance Services Ltd (**ETI**), registered in England and Wales, company number 11091555. Authorised and regulated by the Financial Conduct Authority, registered number 805870 and registered office at 1 Fen Court, London, EC3M 5BN.

This **Policy** is administered by Virtual Insurance Products Limited t/a Jackson Lee Underwriting is authorised and regulated by the Financial Conduct Authority (FRN 307038). Registered in England and Wales No 4233964

## Compensation Scheme

If **You** are resident in England, Scotland, Wales or Northern Ireland, **You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

## Our part of the contract is as follows

**We** provide the cover set out in **Your Policy**. **Your Policy Schedule** shows which sections of cover in the **Policy Wording** **You** have chosen to purchase, and the total premium. This cover will only apply to the named **Insured Person(s)**, during the **Policy Period** and within the geographical limits all shown on **Your Policy Schedule**.

## Your part of the contract is as follows

**You** must pay the premium for each **Policy Period**.

### Start and end of cover

#### Single-trip policies:

Cover for the cancellation of **Your Insured Journey** starts on the issue date shown on **Your Policy Schedule** and ends when **You** leave **Your Home** to start **Your Insured Journey**. All other cover under this **Policy** starts when **You** leave **Your Home** to start **Your Insured Journey** and ends when **You** return to **Your Home** to end **Your Insured Journey**, provided this is within the **Policy Period**. In the event that **You** choose to extend **Your** trip beyond the end of the **Policy Period**, all cover will end at the end of the **Policy Period**, unless otherwise agreed by **Us** in writing.

#### Annual multi-trip policies:

Cover for the cancellation of **Your Insured Journey** starts on the date shown as the start date on **Your Policy Schedule** or from the date the **Insured Journey** is booked (whichever is later) and ends when **You** leave **Your Home** to start **Your Insured Journey** or at the end of the **Policy Period** (whichever is sooner). All other cover under this **Policy** starts when **You** leave **Your Home** to start **Your Insured Journey** and ends when **You** return to **Your Home** to end **Your Insured Journey** or at the end of the **Policy Period** (whichever is sooner).

### Automatic extension of cover

In the event that **You** are forced to extend the duration of **Your Insured Journey** beyond the **Policy Period** as a result of an insured medical emergency or other insured cause, **Your** cover will be automatically extended until **You** are able to return to **Your Home** or to a medical or care facility in the **United Kingdom** (whichever is sooner).

In the event of a medical emergency abroad, **Our** assistance company, in consultation with the treating **Medical Practitioner**, will determine when **You** are medically fit to be repatriated. If **You** decline to return **Home** after this time, all cover will end.

When **Your** return is delayed by another insured cause, if **You** decline to return **Home** after such time as reasonable travel arrangements can be made, all cover will end.

## Cancelling or amending Your Policy

Please tell the insurance intermediary from whom **You** purchased the **Policy** immediately if **Your Policy** does not meet **Your requirements**. If **You** cancel within 14 days of the receipt of **Your** documentation and **You** have not started a trip or made or intend to make a claim, **We** will give **You** a full refund. Following this 14 day period, **You** continue to have the right to cancel **Your Policy** at any time by contacting the insurance intermediary from whom **You** purchased the **Policy**.

**Your** right to cancel during a cooling-off period does not apply to Single-trip policies of less than one month duration and if **You** cancel such a policy, **You** may not be entitled to any refund.

If the notice of cancellation is received outside of the 14 day cooling-off period no premium will be refunded. However, discretion may be exercised in exceptional circumstances such as bereavement or a change to **Your Policy** resulting in **Us** declining to cover **Your** medical conditions.

**We** may cancel **Your Policy** by giving **You** 14 days' notice in writing. If this happens **We** will refund the premium **You** have paid for the rest of the **Policy Period**.

Once **Your Policy** has been cancelled **Your** cover will end and **You** will not be able to make a claim.

## Fraud

### Your Policy could become invalid if You or someone acting for You:

- Knowingly provide information to **Us** that isn't true;
- Mislead **Us** in any way to get insurance from **Us**, obtain more favourable terms or a reduced premium.

### To avoid committing fraud, don't:

- Knowingly provide information to **Us** that isn't true;
- Mislead **Us** in any way to get insurance from **Us**, obtain more favourable terms or a reduced premium;
- Make a claim under the **Policy** knowing it to be false or fraudulently exaggerated in any way;
- Submit a document in support of a **Policy** or claim knowing the document to be forged or false in any way;



- Make a claim for loss or damage deliberately caused by **You**, or on **Your** behalf without telling **Us**;
- Engage in any other behaviour to gain monetary benefit that **You** wouldn't normally receive.

**If You're found to have committed fraud, We:**

- Won't pay any part of the claim;
- Will cancel **Your Policy** from the date the fraud occurred;
- Won't return any premium paid;
- Will ask **You** to pay **Us** back any claims **We** have paid from the date the fraud occurred;
- May take legal action;
- May pass **Your** details to relevant agencies to prevent fraud and money laundering.

## Conditions which apply to Your Policy

**We** would like to draw **Your** attention in particular to some of the conditions **You** must meet as **Your** part of the contract. Other conditions are shown in the "General Policy conditions", in "Claims conditions" and within each section of cover as "Additional conditions applying to this section". If **You** do not meet these conditions, **We** may not pay **Your** claim.

### You must declare all medical conditions and other circumstances

To make sure **Your Policy** fully covers **You** for **Your** trip, it is important that **You** tell **Us** about any medical condition affecting the health of the people travelling or anyone else on whom **Your** trip may depend. **We** will assess the condition and confirm whether **We** can issue a policy to cover claims for that particular condition or any associated condition.

To disclose **Your** medical conditions, please contact **Your** broker.

# Your declaration: important questions relating to health, activities and the acceptance of your insurance.

Please consider and answer these questions carefully. If **You** answer “Yes” to any of these questions **You** will not be covered by this **Policy** unless **You** contact **Your** broker and cover has been agreed in writing.

<p>1. Is any <b>Insured Person</b> suffering from a medical condition for which he/she:</p> <ul style="list-style-type: none"> <li>a. Should have sought medical advice?</li> <li>b. Is under investigation?</li> <li>c. Is awaiting investigation, a medical procedure or in-patient hospital treatment?</li> <li>d. Is waiting for test results?</li> <li>e. Has been given a terminal prognosis?</li> </ul>	<p>Yes →</p>	<p><b>You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day cooling off period and provided You have not made or intend to make a claim under this Policy, We will refund Your premium in full.</b></p>
↓ No		
<p>2. Is any <b>Insured Person</b> suffering from a medical condition which he/she knows will require medical treatment during an <b>Insured Journey</b>?</p>	<p>Yes →</p>	
↓ No		
<p>3. Is any <b>Insured Person</b> intending to travel to get medical treatment abroad?</p>	<p>Yes →</p>	<p><b>You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day cooling off period and provided You have not made or intend to make a claim under this Policy, We will refund Your premium in full.</b></p>
↓ No		
<p>4. At any time during the last five years has any <b>Insured Person</b> been treated for alcohol or drug addiction?</p>	<p>Yes →</p>	
↓ No		
<p>5. Is any <b>Insured Person</b> suffering from a psychiatric or psychological condition?</p>	<p>Yes →</p>	<p><b>You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day cooling off period and provided You have not made or intend to make a claim under this Policy, We will refund Your premium in full.</b></p>
↓ No		
<p>6. Has any <b>Insured Person</b> ever suffered from:</p> <ul style="list-style-type: none"> <li>a. A cardiovascular or heart-related condition such as a heart attack, angina, chest pain or hypertension?</li> <li>b. A lung or respiratory-related condition (not including stable, well-controlled asthma if there is no other medical condition)?</li> <li>c. Any form of cancer whether in remission or not?</li> <li>d. A cerebro-vascular condition such as a stroke or T.I.A. (transient ischaemic attack)?</li> <li>e. A renal condition or diabetes?</li> </ul>	<p>Yes →</p>	
↓ No		
<p>7. In the 12 months before the purchase of this <b>Policy</b> and until the start of any <b>Insured Journey</b> has any <b>Insured Person</b> suffered from a medical condition for which he/she:</p> <ul style="list-style-type: none"> <li>a. Is currently being prescribed or on regular medication?</li> <li>b. Is receiving treatment of any kind?</li> <li>c. Has required an organ transplant or required dialysis?</li> </ul>	<p>Yes →</p>	<p><b>There is no cover for claims relating directly or indirectly to the Pre-existing Medical Conditions of any Insured Person unless they are declared to Us and We accept them in writing. Please declare Pre-existing Medical Conditions by screening them by calling Your broker.</b></p>
↓ No		
<p>8. Is any <b>Relative</b> or <b>Colleague</b> of an <b>Insured Person</b>, or travelling companion or friend with whom <b>You</b> are going to travel or stay, suffering from a medical condition which could reasonably be expected to give rise to a claim?</p>	<p>Yes →</p>	
↓ No		
<p>9. Are <b>You</b> or any other <b>Insured Person</b> currently aware of any other circumstances which are likely to lead to a claim being made under this <b>Policy</b>?</p>	<p>Yes →</p>	<p><b>Please provide Us with full details by calling Your broker.</b></p>
↓ No		
<p>Thank you. <b>You</b> do not need to contact <b>Us</b> and are eligible for cover.</p>		

# Changes in health

If, after **You** purchase **Your Policy** or before booking any new trips or before starting a trip, any of the following happens:

- **You** are diagnosed with a new medical condition; or
- **You** experience new or recurring symptoms or have an undiagnosed condition; or
- **Your** doctor or consultant adds to or changes **Your** prescribed medication; or
- **You** receive inpatient medical treatment; or
- **You** are waiting for an investigation or medical treatment or procedure.

**You** must call **Your** broker. A member of the team will ask **You** specific questions about **Your** medical condition(s). This may result in **You** needing to pay an additional premium to allow cover to continue for **Your Pre-existing Medical Conditions** and associated conditions.

If **Your** health changes and **We** are unable to continue to provide cover or if **You** do not wish to pay the additional premium, **You** will be entitled to make a claim under the “Cancellation” section for **Your** costs, which cannot be recovered elsewhere, for trips booked before **Your** change in health.

Alternatively, **You** will be entitled to cancel **Your Policy**, in which case **We** will refund a proportion of **Your** premium.

Please note that **Your** general practitioner or consultant telling **You** that **You** are well enough to travel does not mean that **You** will be covered for **Your Pre-existing Medical Condition(s)**. If **You** have any concerns regarding whether or not **You** will be covered please contact Jackson Lee Underwriting on 0330 111 3093 or email [travel@jacksonleeunderwriting.co.uk](mailto:travel@jacksonleeunderwriting.co.uk)

## You must take all reasonable care to avoid or prevent Injury, Illness, loss, theft or damage

Everyone named on **Your Policy Schedule** must take all reasonable care to avoid or prevent **Illness** or **Bodily Injury** to everyone covered under **Your Policy** and to avoid or prevent loss, theft or damage to everything covered under **Your Policy**. Failure to take reasonable steps to avoid or prevent **Illness, Bodily Injury**, loss, theft or damage will result in a deduction from any claim payment, or may result in **Your** claim not being paid.

## Changes in health and other circumstances

**You** must tell the insurance intermediary from whom **You** purchased this **Policy** as soon as reasonably possible if:

- **Your** address or email address has changed; or
- **You** or any person named on **Your Policy Schedule** are no longer a resident in the **United Kingdom**; or
- **You** require any additional cover to be added to **Your Policy**; or
- **Your** trip destination changes and is outside the geographical limits covered by **Your Policy**; or
- **You** wish to add another traveller to **Your Policy**; or
- There are any changes in **Your** health or the health of anyone on whom **Your** trip may depend.

**We** may reassess **Your** cover and premiums when **We** are told about changes in **Your** circumstances. If **You** do not tell **Us** about a change in **Your** circumstances, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.



## Reciprocal health agreements

If **You** require medical treatment during **Your** trip then in the first instance **You** must make use of any reciprocal health agreement between the United Kingdom, Channel Islands, or the Isle of Man and the country **You** have travelled to.

In the event of liability being accepted for a medical expense that have been reduced by the use of a reciprocal health agreement then **We** will not apply the deduction of the **Excess** under the “Emergency medical and repatriation expenses” section.

### Australia and New Zealand

If **You** require medical treatment in:

- Australia – **You** must enrol with a local MEDICARE office; or
- New Zealand – **You** must go to a state medical facility and present **Your** passport at the time of treatment.

If **You** are admitted to hospital, contact must be made with **Our** assistance company as soon as possible.

For more details please see: <https://www.nhs.uk/using-the-nhs/healthcare-abroad/>

# Words with special meanings

The following are defined terms which will have the same meaning and appear in bold wherever they appear in the **Policy Wording**:

## Accident/Accidental

A sudden, unexpected, specific, violent, external, visible, chance event which occurs at a single identifiable place and time.

## Bodily Injury

An injury caused solely by an **Accident**, asphyxia, gases or vapours, immersion or submersion, self-defence or unavoidable exposure to the elements.

## Business Trip

A journey undertaken in relation to **Your** employment or usual occupation.

## Cash

Valid coins, bank and currency notes.

## Catastrophe

Avalanche, earthquake, explosion, fire, flood, hurricane, landslide, tornado, tsunami, volcanic activity or outbreak of infectious disease (unless declared an epidemic or pandemic by the World Health Organisation).

## Colleague

Any person whose absence from the same business as **You** for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

## Consent

1. **Your** agreement on **Your** own behalf; and
2. Where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and
3. **Your** warranty that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and
4. **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of 16 to be insured on the **Policy** but **Your** spouse

or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

## Couple

**You** and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship.

## Curtailment / Curtail / Curtailing

Returning to **Your Home** in the **United Kingdom** before the scheduled return date.

## Cyber-attack

The use of disruptive activities such as hacking, worms, viruses, trojan horses, blended threats, ransomware and other malware, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of systems or infrastructure.

## Date of Issue

The date **Your Policy** was issued.

## ETI/We/Our/Us

ERGO Travel Insurance Services Ltd (**ETI**) on behalf of Great Lakes Insurance UK Limited, except for the "Legal costs and expenses" section where **We/Our/Us** refers to ARAG Legal Expenses Insurance Company Limited.

## Event Ticket(s)

Tickets or passes which **You** have purchased to gain admission or entry to, a theme park, water park, exhibition, concert, theatre or sporting event.

## Excess

The amount of money **You** will have to pay per person per claim per section towards the cost of a claim.

## Family

**You** and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship and:

1. Unmarried dependent children (including adopted, foster and step-children) aged 17

or under (or aged 23 or under if in full-time education), living in the same household (or living away while attending full time education); and/or

2. If **You** are divorced or separated, **Your** natural children aged 17 or under (or aged 23 or under if in full-time education), who do not live with **You** on a permanent basis.

Children, as specified above, are covered when travelling independently.

### Golf Equipment

Golf clubs, golf bag, non-motorised golf trolley and golf shoes.

### Hazardous Activities and Sports

Any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing injury or condition. See “Appendix 1: Hazardous Activities and Sports”.

### Home

**Your** principal place of residence, which is used for domestic purposes, within the **United Kingdom**.

### Illness

A sudden, acute and unexpected deterioration in health not caused by **Bodily Injury**.

### Insurance Event

One occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, giving rise to a claim.

### Insured Journey

A pre-booked **Leisure Trip** or **Business Trip** or educational trip within the area of travel shown on **Your Policy Schedule** from or within the **United Kingdom**, started and ended during the **Policy Period** and which includes a flight or pre-booked overnight accommodation away from **Your Home**. For an Annual multi-trip policy, a journey that is started within the **Policy Period** is only covered until the end of the **Policy Period** unless the **Policy** is renewed prior to expiry. In addition, any **Insured Journey** taken within the **United Kingdom** is only covered when **You** have pre-booked accommodation for a minimum of 2 nights.

### Insured Person / You / Your

Any person named on the **Policy Schedule** who is

eligible to be insured and for whom the premium has been paid.

### Kidnap

The unlawful holding of an **Insured Person** by a third party without the **Insured Person's** consent and whose release is subject to the fulfilment of certain conditions.

### Leisure Trip

A journey solely for holiday or leisure purposes.

### Manual Work

Work that is physical, including, but not limited to construction, installation, assembly and building work, work that involves putting together, maintaining, repairing or using heavy electrical, mechanical or hydraulic machinery.

### Medical Practitioner

A qualified medical physician, not being an **Insured Person, Relative, Colleague** or any other person with whom **You** are travelling or staying.

### Mugging

A violent physical attack on **You** which causes **Bodily Injury**, involving attempted or actual theft by a person or persons not previously known to **You**.

### Personal Money

Credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards or other securities belonging to **You**.

### Personal Possessions

Baggage, clothing and personal effects, backpacks, bags and other containers taken on, or acquired during, an **Insured Journey** by **You**, and which are owned by **You** including **Valuables** and gifts purchased outside of **Your** country of residence (but excluding **Personal Money** and **Gadgets**).

### Policy

The contract of insurance consisting of the **Policy Wording** and **Your Policy Schedule**.

### Policy Period

The period to which the insurance applies, between and inclusive of the dates shown as “Start date” and “End date” on **Your Policy Schedule**.

### Policy Schedule

The certificate of insurance as amended or endorsed from time to time.

### Policy Wording

This document.

### Pre-existing Medical Condition(s)

1. Any medical condition suffered by an **Insured Person** before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later for which he/she:
  - a. Should have sought medical advice; or
  - b. Is under investigation; or
  - c. Is awaiting investigation, a medical procedure or in-patient hospital treatment; or
  - d. Is waiting for test results; or
  - e. Has been given a terminal prognosis; or
  - f. Knows will require medical treatment during an **Insured Journey**; or
  - g. Is travelling to get medical treatment abroad.
2. In the last 5 years, the treatment of any **Insured Person** for alcohol or drug addiction.
3. Any of the following medical conditions, suffered by an **Insured Person** before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later:
  - a. A psychiatric or psychological condition; or
  - b. A cardiovascular or heart-related condition such as a heart attack, angina, chest pain or hypertension; or
  - c. A lung or respiratory-related condition (not including stable, well-controlled asthma when there is no other medical condition); or
  - d. Any form of cancer whether in remission or not; or
  - e. A cerebro-vascular condition such as a stroke or T.I.A. (transient ischaemic attack); or
  - f. A renal condition or diabetes.
4. Any medical condition suffered by an **Insured Person** in the 12 months before this **Policy** was bought and until the start of any **Insured Journey**, for which he/she:
  - a. Is currently being prescribed or on regular medication; or
  - b. Is receiving treatment of any kind; or
  - c. Has required an organ transplant or required dialysis.
5. Any medical condition suffered by any **Relative** or **Colleague** of an **Insured Person**, travelling

companion or friend with whom **You** are going to travel or stay which could reasonably be expected to give rise to a claim, that **You** or any **Insured Person** was aware of before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later.

### Private Accommodation

Within a permanent building, a securely lockable room or connected series of rooms including sleeping quarters for **Your** sole private use or the sole private use of **Your** travelling party.

### Public Transport

Any publicly licensed train, tram, bus, coach, ferry service or airline flight operated according to a published timetable.

### Relative

**Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship, son, daughter (including adopted or foster child), mother, father, sister, brother, grandmother, grandfather, grandchild, fiancé(e) and next of kin, including the same in-law and step-relations.

### Single Item Limit

The maximum amount **We** will pay for any one item, pair or set of items belonging to **You**. A pair or set is any number of items that belong together or can be used together.

### Single-Parent Family

**You** and any:

1. Unmarried dependent children (including adopted, foster and step-children) aged 17 or under (or aged 23 or under if in full-time education), living in the same household (or living away while attending full-time education); and/or
2. If **You** are divorced or separated, **Your** natural children aged 17 or under (or aged 23 or under if in full-time education), who do not live with **You** on a permanent basis.

Children, as specified above, are covered to travel independently.

### Sports Equipment

Those articles which are usually worn, carried or held in the course of participation in a recognised sport.

### Strike or Industrial Action

Any form of industrial action taken by workers that is carried out with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

### Terrorism/Terrorist Act

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system or network, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following apply:

1. The apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy; or
2. The apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
3. The reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

### United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### Valuables

Jewellery, antiques, articles made of gold, silver or other precious metals, precious or semi-precious stones, musical instruments, furs, watches and binoculars.

### War and Civil Unrest

1. Any sort of war (whether declared or not), hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, mutiny, uprising or military usurped power, martial law, state of siege or United Nations or NATO enforcement action; or
2. The explosion of war weapon(s), utilisation of nuclear, chemical or biological weapons or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

### Winter Sports Equipment

Skis, ski-boots, bindings, mono-skis, snowboards, splitboards, ski-helmets and ski-poles.

# Geographical regions of travel

In order to charge a fair price for **Our** insurance, **We** divide the world into areas of higher and lower risk. These areas are defined below. **You** will also see them when **You** obtain a quotation or buy a policy and on **Your Policy Schedule**.

However, some countries or areas are considered too dangerous for travel and **We** will not cover **You** if **You** choose to travel there. **We** define these to be areas which are subject to **War and Civil Unrest** or where the Foreign, Commonwealth & Development Office (FCDO) has issued “**advice against all but essential travel**” or “**advice against all travel**”. **You** can find this **Foreign Travel Advice** about any country **You** are planning to travel to at <https://www.gov.uk/foreign-travel-advice>

## **Worldwide including USA, Canada, Mexico and the Caribbean**

All countries of the world.

### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### **Europe**

Albania, Andorra, Armenia, Austria, Azerbaijan, the Azores, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, the Faroe Islands, Finland (including Lapland), France, Georgia, Germany, Gibraltar, Greece (including the Greek Islands), Hungary, Iceland, Ireland (Republic), Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, the Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and the Canary Islands), Sweden, Switzerland, Turkey, Ukraine, the **United Kingdom** and the Vatican City.

### **Worldwide excluding USA, Canada, Mexico and the Caribbean**

All countries of the world EXCEPT:

Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Caribbean Islands, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten/ St Martin, St Pierre and Miquelon, St Thomas, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).



# Claims conditions

## Fraud

If **You** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this **Policy** will be lost.

## Making a claim

**You** must notify **Our** Claims Service as soon as possible when something happens that will or might result in a claim.

## Medical examination

**You** may be required to submit yourself to a medical examination and/or deliver or arrange delivery of a medical declaration or report issued by a **Medical Practitioner**.

## For all claims

1. Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
2. Contact **Our** Claims Service (open Monday to Friday, 09.00 to 17.00), as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.

ERGO IAS, PO Box 11383, Mansfield NG18 9PE

Email: [claims@ergo-ias.co.uk](mailto:claims@ergo-ias.co.uk)  
Tel: +44 (0) 1403 788 720

**We** can send **You** a claim form either by post or by email or **You** can download one from [www.ergotravelinsurance.co.uk/claims](http://www.ergotravelinsurance.co.uk/claims)

3. For Legal costs and expenses claims please see below.
4. **You** must obtain, keep and produce at **Your** own expense all receipts, invoices, reports and other documentary evidence required by **Us** to support **Your** claim. Original documents (not photocopies) will be required.

## For personal possessions claims, gadget claims and for baggage delay claims

1. If **Your** checked-in baggage is lost or damaged in transit or delayed, report to the airline, railway company, shipping line or their handling agent

and get a written Property Irregularity Report from them before leaving the baggage reclaim area.

2. For all damage claims obtain an estimate for repairs.
3. **You** must report all theft or losses (except when checked-in baggage is lost by the carrier) to the Police within 24 hours of discovery and get a written Police report.
4. In the event of baggage delay, retain receipts for the purchase of essential replacement items.

## For medical emergency, medical related expenses, repatriation and evacuation claims

Please call **Our** assistance company at any time of the day or night:

- Tel: +44 (0) 1403 788 719 (if **You** are anywhere except the USA, Canada or Mexico)  
Tel: +1-844-780-0494 (toll free if **You** are calling from a landline in the USA or Canada)  
Tel: 00 1 819 780 0494 (if **You** are in Mexico or calling from a UK mobile phone while in USA or Canada)

1. Please call **Our** assistance company as soon as possible if **You** are admitted to a hospital or clinic for any reason or if **You** need a medical referral.
2. **You** must obtain authorisation from **Our** assistance company before incurring any costs or making any repatriation or evacuation arrangements. If **You** are too ill to do this yourself, someone else can do it for **You**.
3. If any costs are incurred before notification, **We** will only be liable for the costs **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
4. If **You** are travelling in a country where the **United Kingdom** has a reciprocal health agreement, **You** should use the reciprocal health agreement to reduce **Your** medical claim. If **You** do so the **Excess** will not apply to **Your** medical claim.

## For cancellation or curtailment claims

1. Contact **Our** Claims Service as soon as **You** know that there is a possibility of **Your** trip not going ahead or having to be cut short.
2. If **You** booked **Your** trip through a tour operator or travel agency, **You** must notify them of **Your** cancellation or **Curtailment** as soon as possible.
3. Get authorisation from **Our** Claims Service or **Our** assistance company before incurring any expenses in **Curtailing Your** trip.
4. If **You** cancel **Your** trip for medical reasons, **Your** GP should complete the Medical Certificate on the claim form.
5. If **You** **Curtail Your** trip for medical reasons, the treating **Medical Practitioner** in the locality where the **Illness** or **Bodily Injury** occurred should complete the Preliminary Medical Certificate on the claim form.

## For travel delay and abandonment claims

1. **You** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
2. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for the compensation **You** are entitled to under **EU Regulation No. 261/2004 Air Passengers Rights**. If **You** fail to do so **Your** claim may be denied.

## For legal costs and expenses claims

Contact ARAG Legal Expenses Insurance Company Limited. Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

Email: [new-claims@arag.co.uk](mailto:new-claims@arag.co.uk)

Tel: +44 (0) 117 934 0548

(Please see the "Legal costs and expenses" section for further details).

### No interest

No interest shall be added to any claims payments.

### Other insurance

If **You** claim under this **Policy** for something which is also covered by another insurance policy, including credit card insurance, **You** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** proportionate share of any claim, apart from a valid personal accident claim, which **We** will pay in full.

### Rights and responsibilities

**We** will be entitled to take over and conduct in **Your**

name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **Us** (or ARAG in respect of Legal costs and expenses claims).

In case of **Illness** or **Bodily Injury**, **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim and **We** may, at **Our** own expense and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of **Your** death, have a post mortem examination carried out on **Your** body. **You** will supply, at **Your** own expense, a certificate from a **Medical Practitioner** in the form required by **Us** in support of any medical-related claim under the **Policy**.

## Helplines

### Emergency Assistance (24 hours, 7 days a week)

Tel: +44 (0) 1403 788 719 (if **You** are anywhere except the USA, Canada or Mexico)

Tel: +1-844-780-0494 (toll free if **You** are calling from a landline in the USA or Canada)

Tel: 00 1 819 780 0494 (if **You** are in Mexico or calling from a UK mobile phone while in USA or Canada)

Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

### Claims Service (non-emergency claims)

Claims forms and general claims enquiries, Monday to Friday, 09:00 – 17:00

Tel: +44 (0) 1403 788 720

## Claims Forms

Call **Our** Claims Service or download the appropriate claim form(s) from: [www.ergotravelinsurance.co.uk/claims](http://www.ergotravelinsurance.co.uk/claims)

For Legal costs and expenses claim forms please contact ARAG.

# Table of Benefits

Section	Cover	Sums insured	Excess
<b>1</b>	<b>Emergency medical and repatriation expenses</b>	£5,000,000	£75
	- Hospital confinement benefit	£50 per 24 hours up to £250	Nil
	- Mugging hospitalisation benefit	£50 per 24 hours up to £250	Nil
	- Dental treatment	£500	£75
	- Additional travel and accommodation expenses	£800	Nil
	- Funeral expenses abroad or cremation expenses abroad	£2,000	Nil
	- UK prescriptions	£50	Nil
	- UK physiotherapy and chiropractic care	£300	Nil
<b>2</b>	<b>Cancellation</b>	£3,000	£75
<b>3</b>	<b>Curtailement and loss of holiday</b>	£3,000	£75
<b>4</b>	<b>Personal accident</b>		
	- Death: aged 18 - 65	£10,000	Nil
	- Death: aged 17 and under or aged 66 and over	£5,000	Nil
	- Disablement: aged 18 - 65	£10,000	Nil
	- Disablement: aged 17 and under or aged 66 and over	£5,000	Nil
<b>5</b>	<b>Personal possessions</b>	£1,000	£75
	- Single item, pair or set	£500	£75
	- Valuables	£1,000	£75
<b>6</b>	<b>Personal money</b>	£250	£75
	- Cash	£250	£75
<b>7</b>	<b>Passport and other documents</b>		
	- Passport and other documents	£250	£75
	- Event tickets	£250	£75
<b>8</b>	<b>Gadget (optional)</b>		
	- Accidental or malicious damage, loss or theft	£650	£75
	- Single item limit	£650	£75
<b>9</b>	<b>Baggage delay on outward journey</b>	£50 per 12 hours up to £200	Nil
<b>10</b>	<b>Missed departure</b>	£500	£75
<b>11</b>	<b>Travel delay and abandonment</b>		
	- Travel delay benefit	£50 per 12 hours up to £200	Nil
	- Abandonment after 12 hours delay	£3,000	£75
<b>12</b>	<b>Personal liability</b>	£1,000,000	£75
<b>13</b>	<b>Legal costs and expenses</b>	£25,000	Nil
<b>14</b>	<b>Winter sports (optional)</b>		
	A. Winter sports equipment - loss, theft or damage		
	- Replacement or repair	£750	£75
	- Hire of replacement equipment	£30 per 24 hours up to £450	Nil
	B. Winter sports equipment - delay		
	- Hire of replacement equipment	£30 per 24 hours up to £450	Nil
	C. Ski pass - loss or theft	£250	£75
	D. Ski pack - illness or injury	£30 per 24 hours up to £450	Nil
	E. Ski pack or alternative resort - piste closure	£30 per 24 hours up to £450	Nil
	F. Travel disruption - avalanche or landslide	£450	Nil

<b>15</b>	<b>Golf (optional)</b>		
	A. Golf equipment - loss, theft or damage		
	- Replacement or repair	£1,500	£75
	- Single item limit	£400	£75
	B. Delayed golf equipment - replacement hire	£50 per 24 hours up to £500	Nil
	C. Green fees	£40 per 24 hours up to £360	Nil
	D. Hole-in-one	£75	Nil
<b>16</b>	<b>Rental vehicle excess waiver (optional)</b>		
	- Excess/deposit with sub limits for:	£2,000	Nil
	- Roof	£600	Nil
	- Windscreen, windows or sunroof	£800	Nil
	- Undercarriage	£500	Nil
	- Tyres (for replacement)	£100 each tyre	Nil
	- Tyres (for repair)	£50 each tyre	Nil

# Section 1: Emergency medical and repatriation expenses

This section provides insurance for emergency medical expenses not covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling, such as costs covered by Medicare in Australia. It may impact **Your** claim if **You** are not registered for these schemes where they are relevant.

This is not Private Medical Insurance.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the “Table of Benefits”, in the event of a medical emergency during an **Insured Journey** as a result of **Your** unforeseen:

1. **Illness**; or
2. **Bodily Injury**; or
3. Death.

## What is covered

1. Emergency medical and repatriation expenses:
  - a. Reasonable and necessary medical and hospital expenses, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
  - b. Returning **You** to the **United Kingdom** provided this is medically safe and authorised by **Us** or **Our** assistance company; and
  - c. The cost of a medical escort where this is deemed necessary by **Us** or **Our** assistance company, in the event of **Your** emergency repatriation to the **United Kingdom**; and
  - d. The cost of the repatriation of **Your** remains or of **Your** ashes, in the event of **Your** death; and
  - e. Taxi fares for **Your** travel to and from hospital, relating to **Your** admission, discharge or attendance for out-patient treatment or appointments or for the collection of medication prescribed for **You** by the hospital treating **You** and forming part of a valid claim under this **Policy**; and
  - f. The cost of necessary calls by **You** to **Us** or **Our** assistance company or costs incurred by **You** when **You** receive calls on **Your** mobile phone from **Us** or **Our** assistance company for all of which **You** can provide a receipt, itemised bill or other evidence to show the cost of the call and the number dialled.
2. Hospital confinement benefit: a benefit for each complete 24 hour period that **You** are in hospital or confined to **Your** trip accommodation for medical reasons.
3. **Mugging** hospitalisation benefit: an additional benefit for each complete 24 hour period that **You** are in hospital as a direct consequence of **Mugging**.
4. Emergency dental treatment for the immediate relief of pain or for the emergency repair of dentures or orthodontic appliances to alleviate distress in eating.
5. Reasonable additional travel and accommodation expenses (room only) for:
  - a. **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**; and
  - b. A travelling companion to extend his or her stay to remain with **You** and return to the **United Kingdom** with **You**; or
  - c. A **Relative** or friend to travel from the **United Kingdom** to stay with **You** and return to the **United Kingdom** with **You**; and
  - d. **Your** children under the age of 18, who are travelling with **You** and are **Insured Persons** on this **Policy**, to return to the **United Kingdom** if **You** are incapacitated and there is no other responsible adult to supervise them. If no one is available a competent person will be provided to accompany them.
6. **Your** funeral expenses abroad or **Your** cremation expenses abroad, in the event of **Your** death.
7. **Your United Kingdom** prescription costs, solely in relation to **Your** continuing medical condition(s) the onset of which during an **Insured Journey** resulted in a valid claim under this section of **Your Policy**.
8. **Your** costs for **United Kingdom** Physiotherapy and Chiropractic Care, solely in relation to **Your** continuing medical condition(s) the onset of which during an **Insured Journey** resulted in a

valid claim under this section of **Your Policy**.

## What is not covered

1. The **Excess** as shown in the “Table of Benefits”, unless the medical expenses costs have been reduced by using Medicare in Australia, a reciprocal health agreement or private health insurance.
2. Any claim arising directly or indirectly from a **Pre-existing Medical Condition** unless accepted by **Us** in writing.
3. Any costs arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip.
4. The cost of any medication which **You** knew **You** would need at the start of **Your** trip.
5. The cost of any treatment, surgery, investigations or tests which are not directly related to the **Illness** or **Bodily Injury** for which **You** went into a hospital or clinic abroad.
6. Any claim arising from **Your** participation in **Hazardous Activities and Sports** excluded or not listed as covered under this **Policy** or unless otherwise agreed in writing.
7. Any additional costs as a result of **You** arranging or accepting single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for **Your** treatment and approved by **Us** or **Our** assistance company in advance.
8. Any provision of dentures, prosthetic limbs, hearing aids, contact or corneal lenses or prescription spectacles.
9. Any medical or repatriation expenses in excess of £500 which have not been authorised by **Us** or **Our** assistance company in advance.
10. The cost of any treatment, surgery, investigations or tests which, in the opinion of the **Medical Practitioner** treating **You** or of **Our** assistance company can reasonably be delayed until **You** return **Home**.
11. Any taxi fares other than those set out as covered in this section. **We** will not pay taxi fares for **You** to visit another person in hospital.
12. The cost of any phone calls other than those set out as covered in this section.
13. The cost of any food, drinks or toiletries.
14. Any expenses that arise after **We** or **Our** assistance company have instructed **You** to return **Home** if **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel.
15. Any expenses incurred on an **Insured Journey** within the **United Kingdom**.
16. Any expenses incurred (except as set out in “What is covered” 7 and 8) following **Your** repatriation to the **United Kingdom**, once **You** are admitted to hospital or another rehabilitation facility or return **Home**, whichever is sooner.
17. Any expenses that arise more than 12 months after the first occurrence of **Your Illness** or **Bodily Injury** resulting in the claim.
18. Any costs which are covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling such as costs covered by Medicare in Australia or by private medical insurance.
19. Any costs as a result of **Your** failure to:
  - a. Obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; or
  - b. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; or
  - c. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.
20. Anything mentioned in the “General Policy Exclusions”.

## Additional conditions applying to this section

1. For medical treatment to be covered under this section it must be prescribed or recommended by a **Medical Practitioner**.
2. If **You** know that **You** require admission as an in-patient in a hospital/clinic **You** must notify **Our** assistance company prior to admission whenever possible and in any case immediately following admission and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
3. If **You** suffer **Illness** or **Bodily Injury** during **Your** trip, and **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel, **Our** assistance company may:



- a. Arrange to move **You** from one hospital to another; and/or
- b. Arrange for **You** to return to the **United Kingdom** at any time.

If **You** choose not to move or be repatriated, **Our** liability will end on the date it was deemed safe for **You** to be moved or repatriated to the **United Kingdom**.

4. If **You** are repatriated and **You** do not hold a valid return ticket, **We** will deduct from **Your** claim an amount equal to **Your** original carrier's one-way airfare, for the same class of ticket as **Your** outward travel, for the route used for **Your** return to the **United Kingdom**.
5. Any additional travel and accommodation expenses must be approved in advance by **Us** or **Our** assistance company. **We** will only pay for economy class travel where this is medically safe and available and for accommodation to a similar standard as the original booking.
6. **You** must obtain **Our** prior approval before incurring costs for **United Kingdom** Physiotherapy and Chiropractic Care.

**We** will not pay unreasonable or unnecessary medical and hospital expenses. For travel to the United States of America, reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

## Section 2: Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, following necessary and unavoidable cancellation of a trip as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **Your** or **Your** travelling companion’s attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being instructed to stay at **Home** (within 7 days of **Your** departure date) by a relevant authority due to severe damage to **Your** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the purchase of this **Policy** or after the trip was booked, whichever is later.

### What is covered

1. The cost of:
  - a. **Your** unused non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
  - b. **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
  - c. **Your** unused non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any claim as a result of **Your** decision to cancel the trip for reasons other than those listed within this section.
3. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip was booked or the **Policy** or cover was purchased, whichever is later.
4. Cancellation arising from pregnancy or childbirth if:
  - a. The expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
  - b. The cancellation is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
5. Any additional expenses resulting from **You** not cancelling **Your** trip as soon as reasonably possible after **You** become aware of the need to cancel.
6. Any claim as a result of a failure to have the required passport, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission.
7. Any claim where the carrier has refused to allow **You** to travel.
8. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
9. Any claim as a result of the death or illness of any pet or animal.
10. Any claim as a result of **You** not wanting to travel or due to **Your** personal or financial circumstances (other than as set out under this section).
11. Any claim caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
12. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).

13. Any claim as a result of **Your** late arrival at the airport, port or station after the check-in or booking-in time.
  14. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
  15. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
  16. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
  17. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
  18. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
  19. Any claim as a result of **You** accepting a hospital appointment, when **You** were already on a waiting list for such an appointment before the **Policy** was issued or the trip was booked, whichever is later.
  20. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
  21. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
  22. Any claim arising from volcanic eruption and/or volcanic ash.
  23. Any claim as a result of prohibitive regulations by the Government of any country, or delay or amendment of the booked trip due to Government action.
  24. Anything mentioned in the "General Policy Exclusions".
3. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.

### Additional conditions applying to this section

1. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider as soon as **You** become aware of the need to cancel **Your** trip, **Our** liability will be restricted to the cancellation charges that would have applied had such a failure not occurred.
2. If **You** cancel **Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.

## Section 3: Curtailment and loss of holiday

### Words with special meanings specific to this section

#### Loss of Holiday

On a **Leisure Trip**, the number of complete days that **You** are confined to a hospital, hotel room or cabin on the orders of **Your** treating **Medical Practitioner** during the period of **Your Insured Journey**, due to **Your Bodily Injury** or **Illness**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, following necessary and unavoidable **Curtailment** of, or **Loss of Holiday** on, an **Insured Journey** as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **Your** or **Your** travelling companion’s attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being recalled **Home** by a relevant authority due to severe damage to **You** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the start of the trip.

### What is covered

1. **Your** reasonable additional travel and accommodation expenses which **You** incur in

the **Curtailment** of **Your Insured Journey**; and

2. A pro-rata amount corresponding to the cost of the unused proportion of:
  - a. **Your** non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
  - b. **Your** non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
  - c. **Your** non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any claim as a result of **Your** decision to **Curtail** the trip for reasons other than those listed within this section.
3. Any claim for **Loss of Holiday** not resulting from **Your own Bodily Injury** or **Illness**.
4. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip started.
5. **Curtailment** or **Loss of Holiday** arising from pregnancy or childbirth if:
  - a. The expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
  - b. The **Curtailment** or **Loss of Holiday** is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
6. Any claim as a result of a failure to have the required passport, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission.
7. Any claim where the carrier has refused to allow **You** to travel or to continue **Your** trip or where the accommodation or other service provider has refused to allow **You** to use, or continue to use, the accommodation or service.
8. Any claim as a result of the failure in provision of any service connected with **Your** trip including

error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.

9. Any claim as a result of the death or illness of any pet or animal.
10. Any claim as a result of **You** not wanting to travel or to continue **Your** trip or due to personal or financial circumstances (other than as set out under this section).
11. Any claim caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
12. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).
13. Any claim as a result of **Your** late arrival at the airport, port or station after the check-in or booking-in time.
14. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
15. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
16. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
17. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
18. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
19. Any claim as a result of **You** accepting a hospital appointment, when **You** were already on a waiting list for such an appointment before the trip started.
20. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
21. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
22. Any claim arising from volcanic eruption and/or volcanic ash.
23. Any claim as a result of prohibitive regulations by the Government of any country, or delay or amendment of the booked trip due to Government action.

24. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. **You** must advise **Us** or **Our** assistance company immediately of the need to **Curtail Your** trip, obtain **Our** prior approval before incurring any expenses and allow **Us** to make the necessary travel arrangements to bring **You Home**.
2. **We** will only pay for economy class tickets, where available, unless the medical advisor of **Our** assistance company in consultation with the treating **Medical Practitioner** considers that there is a medically necessity for other arrangements to be made.
3. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider immediately when **You** become aware of the need to **Curtail Your** trip, **Our** liability will be restricted to the **Curtailment** charges that would have applied had such a failure not occurred.
4. If **You Curtail Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from continuing **Your** trip.
5. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.
6. **We** will calculate claims for **Curtailment** or **Loss of Holiday** proportionately, taking into account the number of complete days of **Your** planned trip that **You** have not used while **You** are:
  - a. Hospitalised abroad; or
  - b. Confined to **Your** accommodation abroad for medical reasons; or
  - c. Being repatriated to the **United Kingdom**; or
  - d. In the **United Kingdom** following repatriation.

## Section 4: Personal accident

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

### Words with special meanings specific to this section

#### Disablement

1. **Loss of Limb**; or
2. **Loss of Sight**; or
3. **Permanent Total Disablement**.

#### Loss of Limb

Permanent loss by physical severance or permanent and total loss of use of a limb or limbs at or above the wrist or ankle (meaning one or more entire hand, arm, foot or leg).

#### Loss of Sight

Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining is 3/60 or less on the Snellen Scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen Scale a person can see at 3 metres something that a person with normal vision would see at 60 metres.)

#### Permanent Total Disablement

Physical impairment which, in the opinion of an independent specialist **Medical Practitioner**, is beyond any prospect of recovery or improvement and which entirely prevents **You** from engaging in or giving attention to any and every kind of work or occupation.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the “Table of Benefits”, following an **Accident** during an **Insured Journey** which solely and independently of any other cause, within 12 months of the date of the **Accident** results in **You**:

1. Death; or
2. **Disablement**

### What is covered

1. A fixed sum, dependent on **Your** age, in compensation.

### What is not covered

1. Any claim arising from death or **Disablement** occurring more than 12 months after the date of the **Accident**.
2. Any claim as a result of an **Accident** occurring on a trip solely within the **United Kingdom**.
3. Death or **Disablement** caused by mental or psychological trauma, nervous shock, sickness, disease, or any naturally occurring condition or degenerative disease or the ingestion of any substance.
4. Any claim arising from an **Accident** occurring while **You** are engaging in **Hazardous Activities and Sports** which are:
  - a. Specifically excluded; or
  - b. Not listed as covered unless otherwise agreed by **Us** in writing; or
  - c. Listed as covered but with Personal Accident cover excluded.
5. Any claim arising from an **Accident** occurring while **You** are motorcycling as a rider or a passenger.
6. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. In the event of a valid claim, compensation for:
  - a. **Your Disablement** will be paid to **You**.
  - b. **Your** death will be paid to **Your** legal personal representative.
2. In the event of an **Accident** leading to valid claims for **Your Disablement** and subsequent death, **We** will only be liable for the higher of the sums insured for **Disablement** or death.
3. In the event that **You** suffer more than one form of **Disablement**, **You** will not be entitled to more than the sum insured for **Disablement** in total.



4. **Disablement** is assessed as soon as the final consequences of the **Accident** can be medically determined although not later than 12 months after the date of the **Accident**.
5. **We** will not pay any benefits solely because **You** are unable to take part in sports or pastimes.
6. If **You** disappear but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that **Your** death has occurred as a result of an **Accident**, **We** will pay the sum insured to **Your** legal personal representative. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
7. A pre-existing physical impairment does not entitle **You** to any higher assessment of compensation than if such a physical impairment had not previously existed.
8. **You**, or in the case of **Your** death, **Your** legal personal representative, must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.
9. Reduced sums insured apply to persons aged 17 and under or aged 66 and over on the date the **Accident** occurs. See the "Table of Benefits".

## Section 5: Personal possessions

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, following loss or theft of, or damage to, **Your Personal Possessions** during an **Insured Journey**.

### What is covered

1. The cost of the replacement, reinstatement or repair of **Your Personal Possessions** subject to wear and tear and depreciation.

### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any amount over the **Single Item Limit** as shown in the “Table of Benefits” for any one item, pair or set of items that belong together or can be used together.
3. Any amount over the total **Valuables** limit as shown in the “Table of Benefits”.
4. Any loss or theft of **Your Personal Possessions** which are subsequently recovered.
5. Any claim if **Your Personal Possessions** are confiscated or detained by Customs, the Police or other authorities.
6. Any damage to **Your Personal Possessions** due to:
  - a. Scratching or denting unless the item has become unusable as a result of this; or
  - b. Mechanical or electrical breakdown; or
  - c. Leaking powder or fluid carried within **Your** baggage; or
  - d. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
  - e. Any process of cleaning, dyeing, repairing or restoring.
7. Any loss or theft of, or damage to, **Your Personal Possessions**:
  - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft or malicious damage only); or
  - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
  - c. Whilst being shipped as freight or under a bill of lading; or
  - d. Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant, beach, etc; or
  - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible and violent entry and **Valuables** from an unattended vehicle at any time; or
  - f. From a roof or boot luggage rack at any time; or
  - g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.
8. Any loss or theft of, or damage to:
  - a. **Golf Equipment**; or
  - b. **Bicycles**.
9. Any loss or theft of, or damage to:
  - a. Fragile articles, business goods or samples; or
  - b. **Sports Equipment** whilst in use; or
  - c. Spectacles, contact lenses, hearing aids or prosthetic limbs; or
  - d. **Valuables** unless they are at all times attended by **You**, or left in hotel security, a safety deposit box, safe or similar locked fixed receptacle; or
  - e. **Valuables** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on **Public Transport**; or
  - f. **Valuables** (other than wedding rings) when worn by **You** while swimming; or
  - g. **Gadgets, Passports** and **Personal Money** including **Cash** (claims for such losses

should be made under the appropriate section of the **Policy**); or

- h. Items which are borrowed, rented or otherwise not owned by **You**.
10. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may, at **Our** option, replace, reinstate or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required by **Us**.
3. **You** must get a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
4. If an airline fails to return **Your** checked-in baggage, **We** will wait for the 60 days required by them to declare **Your** baggage permanently lost, before considering a claim under this section.
5. If **We** have paid a claim under the “Baggage Delay” section of this **Policy** and **Your** baggage subsequently proves to be permanently lost, any payments made for Baggage Delay will be deducted from any payments **We** make for a claim for lost baggage under this “Personal Possessions” section of the **Policy**.
6. If **We** pay a claim for loss or theft under this section and **Your Personal Possessions** are subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.

## Section 6: Personal money

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, following loss or theft of **Your Personal Money** during an **Insured Journey**.

### What is covered

1. Reimbursement of **Your Personal Money**.

### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any amount over the **Cash** limit specific to **Your** age shown in the “Table of Benefits”.
3. Any loss or theft of **Your Personal Money** which is subsequently recovered.
4. Any claim if **Your Personal Money** is confiscated or detailed by Customs, the Police or other authorities.
5. Any loss or theft of **Your Personal Money** that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report.
6. Any loss or theft of **Your Personal Money** that is not:
  - a. Carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with it at all times; or
  - b. Deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
7. Any depreciation in value, currency changes or shortage caused by any error or omission.
8. Any loss recoverable from another source such as a bank, credit card provider or issuer of travellers’ cheques.
9. Any loss or theft due to fraud or due to **You** deliberately or inadvertently revealing security information such as a password or PIN-code.
10. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. **You** must take reasonable care in protecting **Your Personal Money** against loss or theft at all times.
2. **You** must notify the Police of any loss or theft within 24 hours of discovery or as soon as possible after that and obtained a written report from them and enclose this with **Your** claim form.
3. **You** must provide **Us** with documentary proof of ownership of any lost or stolen **Personal Money**, such as currency exchange receipts, bank statements, **Cash** withdrawal slips and pre-paid credit card statements.

## Section 7: Passport and other documents

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, following loss or theft of **Your** passport, **Event Ticket(s)**, driving licence or travel documents during an **Insured Journey**.

- them at all times; or
  - b. Deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
- 6. Anything mentioned in the “General Policy Exclusions”.

### What is covered

1. The cost of a temporary replacement passport abroad; and
2. The proportionate replacement cost of the unexpired part of **Your** passport when **You** are back in the **United Kingdom**; and
3. The proportionate replacement cost of the unexpired part of **Your** driving licence; and
4. The cost of the replacement or reinstatement of travel documents; and
5. Necessary additional travel and accommodation expenses (room only) which **You** incur abroad to obtain a replacement passport, driving licence or travel documents.
6. The cost of the replacement or reinstatement of **Event Ticket(s)**.

### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any claim if **Your** passport, **Event Ticket(s)**, driving licence or travel documents are retained by Customs, the Police or other authorities.
3. Any loss or theft of **Your** passport, **Event Ticket(s)**, driving licence or travel documents that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report.
4. Any loss or theft of **Your** travel documents or **Event Ticket(s)** that can be replaced free of charge by the issuer.
5. Any loss or theft of **Your** passport, **Event Ticket(s)**, driving licence or travel documents that are not:
  - a. Carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with

## Section 8: Gadget (optional)

This section only applies if the appropriate additional premium has been paid and **Gadget** cover is shown on **Your Policy Schedule**.

### Words with special meanings specific to this section

#### Accidental Damage

Any damage, including fire and liquid damage, caused to the **Gadget** which was not deliberately caused by **You** or another **Insured Person, Relative** or person with whom **You** are travelling or staying, and was not bound to happen.

#### Gadget

The item(s) insured by this **Policy**, owned by **You** and shown within the relevant **Proof of Purchase**.

A **Gadget** can be any one of the following items:

Mobile Phones, Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PARAG, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

#### Gadget Criteria

**We** can only cover **Gadget(s)** which are:

1. Purchased from a UK registered company supplied with full UK consumer rights and warranties; or
2. Purchased worldwide directly from the manufacturer, a network provider, an online or a high-street retailer; or
3. Refurbished items purchased directly from the manufacturer, a network provider, an online or a high-street retailer and which were supplied with a warranty at the time of purchase; or
4. Purchased second hand and for which **You** have the original **Proof of Purchase** (which corresponds to notes 1 to 3 above) and a signed letter from the original owner confirming that **You** own the **Gadget(s)**. This letter must include the IMEI (where applicable), serial number and make and model of **Your Gadget(s)**.
5. Gifted to **You** and for which **You** have the original **Proof of Purchase** (which corresponds

to notes 1 to 3) and a signed letter from the original owner confirming that **You** own the **Gadget(s)**. This letter must include the IMEI (where applicable), serial number (where possible), make and model of **Your Gadget(s)** and the date the device was gifted to **You**.

#### Loss

**Loss** means that the **Gadget** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

#### Malicious Damage

The intentional or deliberate actions of a third party, not being another **Insured Person, Relative** or person with whom **You** are travelling or staying, which causes damage to **Your Gadget**.

#### Proof of Purchase

The original purchase receipt provided at the point of sale that gives details of the **Gadget** purchased, or similar documents that provide proof that **You** own the **Gadget**.

#### Theft

The dishonest removal of the **Gadget** from **Your** possession by a third party, not being another **Insured Person, Relative** or person with whom **You** are travelling or staying, with the intention of permanently depriving **You** of it, or the removal of the **Gadget** from **You** in person using force, threat of violence or by pickpocket.

#### Forcible and Violent Entry

Entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", as a result of:

1. **Accidental Damage** or **Malicious Damage**; or
2. **Loss** or **Theft**.



## What is covered

1. The cost of the repair of **Your Gadget** or, if it is beyond economic repair, lost or stolen, its replacement. Where only part or parts of **Your Gadget** are damaged, lost or stolen, **We** will only pay to repair or replace that part or parts.

## What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any **Loss** or **Theft** of **Your Gadgets** which are subsequently recovered.
3. Any claim if **Your Gadget(s)** are confiscated or detained by Customs, the Police or other authorities.
4. **Theft** of the **Gadget** from **Your** person unless force or threat, violence or pickpocket is used.
5. Any claim for **Loss** where the circumstances of the **Loss** cannot be clearly identified, i.e. where **You** are unable to confirm the time and place of the **Loss**.
6. Any claim as a result of unauthorised use of **Your Gadget**, including unauthorised calls, messages and downloads.
7. The VAT element of any claim if **You** are registered for VAT.
8. Any modifications that have been made from the original specifications of the **Gadget**. This would include things like adding gems, precious metals or unlocking **Your Gadget** from a network provider.
9. Reconnection costs, pay-as-you-go charges or subscription fees of any kind.
10. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
11. Any expense incurred as a result of not being able to use the **Gadget**, or any loss other than the repair or replacement costs of the **Gadget**.
12. Any **Accidental Damage** to **Your Gadget(s)** due to:
  - a. Cosmetic damage that has no effect on the functionality of the **Gadget**, including marring, scratching and denting; or
  - b. Mechanical or electrical breakdown; or
  - c. Leaking powder or fluid carried within **Your** baggage; or
  - d. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
- e. Any process of cleaning, repairing or restoring.
13. Any **Loss** or **Theft** of, or damage to, **Your Gadget(s)**:
  - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written report from them (**Loss**, **Theft** and **Malicious Damage** only); or
  - b. Whilst in the custody of an airline or other carrier; or
  - c. Whilst being shipped as freight or under a bill of lading; or
  - d. Left out of sight and out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your Gadget** e.g. station, airport, restaurant, beach, etc.; or
  - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following **Forcible and Violent Entry**; or
  - f. From a roof or boot luggage rack at any time; or
  - g. Left in the custody of any person, (except a **Relative**), who does not have official responsibility for the safekeeping of the **Gadget**.
14. Any **Loss** or **Theft** of, or damage to:
  - a. **Gadget(s)** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on **Public Transport**; or
  - b. Accessories other than SIM or PCIMA cards which were in the **Gadget** at the time of the **Loss**, **Theft** or damage; or
  - c. **Gadgets** which are borrowed, rented or otherwise not owned by **You**.
15. Loss of data:
  - a. Loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the Internet; or
  - b. Loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
16. Repair or other costs for:
  - a. Routine servicing, inspection, maintenance or cleaning; or
  - b. Loss caused by a manufacturer’s defect or

- recall of the **Gadget**; or
  - c. Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials; or
  - d. Repairs carried out by anyone not authorised by **Us**; or
  - e. Wear and tear or gradual deterioration of performance; or
  - f. Claims arising from abuse, misuse or neglect; or
  - g. A **Gadget** where the serial number has been tampered with in any way.
17. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option pay to replace or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide original proofs of purchase that meet the **Gadget Criteria** detailed in this section.
3. **You** must retain all damaged **Gadgets** for inspection and send them to **Us** if required.
4. If **We** pay a claim for **Loss** or **Theft** under this section and **Your Gadget** is subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.
5. **You** are required to take all reasonable precautions to prevent **Loss, Theft** or **Accidental** or **Malicious Damage**.
6. Cover excludes costs or payments recoverable from any other party, under the terms of any other contract, guarantee, warranty, or insurance.

## Section 9: Baggage delay on outward journey

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits” following the delayed arrival of **Your** baggage by at least 12 hours, and for each subsequent 12 hours, after **Your** actual arrival time on **Your** outward journey.

### What is covered

1. The reasonable cost of buying essential clothing, toiletries and similar items.

### What is not covered

1. Any claim for delayed baggage on **Your** return journey.
2. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. If **Your** baggage is delayed whilst in the care of a carrier, transport company, authority or hotel, **You** must report to them details of the delay or eventual loss and obtain written confirmation from them.
2. If **Your** baggage is delayed whilst in the care of an airline **You** must:
  - a. Report **Your** missing baggage to them before leaving the baggage reclaim area and obtain a Property Irregularity Report.
  - b. Retain all travel tickets and baggage tags.
3. If **Your** baggage eventually arrives, **You** must obtain written confirmation of the length of the delay.
4. If **Your** baggage proves to be permanently lost, any payments made for a delayed baggage claim will be deducted from any payments **We** make for a claim for lost baggage under the “Personal Possessions” section of this **Policy**.

## Section 10: Missed departure

If **You** are a resident of Northern Ireland, cover under this section is extended to include missed departure from international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, in the event that **You** arrive too late (as shown on **Your** ticket) to board **Your** pre-booked scheduled **Public Transport** at **Your** departure point on any leg of **Your** journey as a result of:

1. Scheduled **Public Transport** services failing to get **You** to **Your** departure point due to **Strike or Industrial Action**, adverse weather conditions (but not those defined as a **Catastrophe**), mechanical failure or **Your** direct involvement in an accident; or
2. The private motor vehicle in which **You** are travelling being directly involved in an accident or breaking down; or
3. A delay involving the vehicle in which **You** are travelling due to 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.
3. Any claim as a result of **Your** failure to allow sufficient time for the **Public Transport** to arrive on schedule and deliver **You** to **Your** departure point by the check-in time shown on **Your** travel itinerary.
4. Any claim as a result of the private motor vehicle in which **You** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown.
5. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
6. Any claim arising as a result of a **Catastrophe**.
7. Any claim as a result of **Your** missed departure for reasons other than those listed within this section
8. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

#### What is covered

1. **Your** reasonable and necessary additional travel and accommodation expenses (room only) of a similar standard to the original booking, to allow **You** to reach **Your** trip destination or catch up on **Your** scheduled itinerary (for missed departure on **Your** outward journey) or to return **Home** (for missed departure from **Your** last departure point on **Your** homeward journey).

1. **You** must allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
2. **You** will be required to provide **Us** with documentary evidence of the reason for any delay leading to a missed departure.
3. **You** will be required to provide **Us** with documentary evidence of **Your** additional travel and accommodation expenses.

#### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any claim as a result of heavy traffic or road closures where **You** have not obtained confirmation that the delays were sufficiently

# Section 11: Travel delay and abandonment

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total for each **Insured Journey**, up to the sums insured shown in the “Table of Benefits”, in the event of **Your** unavoidable delay in departure of at least 12 hours.

If **You** are a resident of Northern Ireland, cover is extended to include international departure points within the Republic of Ireland.

## Travel delay benefit What is covered

If **You** are already at **Your** departure point and checked in, and **Your** pre-booked transport is delayed for 12 hours or more because of:

1. Adverse weather conditions (not listed under **Catastrophe**); or
2. **Strike or Industrial Action**; or
3. Mechanical breakdown of **Your** scheduled **Public Transport**.

**We** will pay **You** the travel delay benefit, up to the maximum policy limit so that **You** can grab some refreshments or space in a travel lounge.

This benefit is there to help make any delays more comfortable and can be used at any point in **Your** journey.

## What you will need to do:

Just send **Us** evidence of any delays that **You’ve** suffered, and **We** will arrange payment of **Your** delayed departure benefit to **You**.

## Abandonment What is covered

If **You** choose to abandon **Your** trip because of a delay of 12 hours or more, on the first departure point of **Your** outward journey, because **Your** scheduled transport is delayed by:

1. Adverse weather conditions (not listed under **Catastrophe**); or
2. **Strike or Industrial Action**; or
3. Mechanical breakdown of **Your** scheduled **Public Transport**.

**We** will pay up to the abandonment sum insured, for each **Insured Person**, for each **Insured Journey**, for unused and non-refundable:

1. Pre-booked travel and accommodation costs.
2. Pre-booked airport parking, car hire, airport lounge passes or trip excursions.
3. Travel permission costs including Visa’s, ESTA (electronic system for travel authorisation), EU entry or exit system (EES).

Provided that **You** have paid these costs or are contracted to pay them.

## What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any claim unless **You** have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time.
3. Any claim where the carrier or their handling agents provide alternative transport which departs within 12 hours of the original scheduled departure time.
4. Any claim as a result of **Your** failure to check-in at **Your** departure point by the time shown on **Your** travel itinerary.
5. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).
6. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
7. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
8. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
9. Any claim arising as a result of a **Catastrophe**.
10. Any claim arising as a result of the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation or instruction of the Civil Aviation Authority or a Port Authority or any such regulatory body.
11. Anything mentioned in the “General Policy Exclusions”.

## Section 12: Personal liability

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the “Table of Benefits”, as a result of an **Insurance Event** in which, by **Your** act or omission, **You** cause:

1. Death or **Bodily Injury** to another person; or
2. Loss of or damage to the tangible, material property of another person.

### What is covered

1. Material damages and compensation for which **You** are legally liable; and
2. Legal costs and expenses incurred in defending an action against **You** or in negotiating the settlement of such an action; and
3. **Your** costs and expenses incurred in the event that **Your** attendance or participation is required by **Us** in the defence of such an action.

### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any liability directly or indirectly arising from an **Insured Journey** solely within the **United Kingdom**.
3. Any liability directly or indirectly arising from **Your** participation in **Hazardous Activities and Sports** which are:
  - a. Specifically excluded; or
  - b. Not listed as covered unless otherwise agreed by **Us** in writing; or
  - c. Listed as covered but with Personal Liability cover excluded.
4. Any liability for intangible or non-material damage, such as to reputation, image or to intellectual property rights.
5. Any liability directly or indirectly arising from:
  - a. Loss of or damage to material property, buildings or land owned by, or in the care, custody or control of **You**, a **Relative**, a member of **Your** household, a person **You** employ, a travelling companion or person

with whom **You** have arranged to stay, except in relation to temporary hotel and similar accommodation which **You** occupy and for which **You** assume contractual responsibility during an **Insured Journey**; or

- b. Death or **Bodily Injury** to **Your Relative**, a member of **Your** household, a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
  - c. The ownership, care, custody or control of any animal by **You**, a **Relative**, a member of **Your** household or a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
  - d. **Your** ownership, possession or use of horse-drawn, motorised, electrically or mechanically-propelled or towed vehicles or lifts, aircraft, watercraft (other than rowing boats, punts or canoes), firearms or explosive devices; or
  - e. Any form of racing; or
  - f. **Your** trade, profession or business; or
  - g. A contract, unless such liability would exist in any event in the absence of the contract; or
  - h. **You** acting formally or informally as the leader of a group taking part in an activity; or
  - i. **You** having transmitted disease to another person via infection or otherwise; or
  - j. **Your** deliberate, unlawful, malicious or wilful act or omission; or
  - k. **Your** fraudulent, dishonest or criminal act or that of any person authorised by **You**; or
  - l. A matter which is subject to criminal proceedings against **You**.
6. Any liability directly or indirectly arising where cover is provided under any other insurance or guarantee.
  7. Any liability directly or indirectly arising through action not brought under the jurisdiction of the courts of the country in which the **Insurance Event** giving rise to the claim occurred unless otherwise agreed by **Us**.
  8. Punitive or exemplary damages.



9. Any claim where **You** have failed to notify **Us** of the **Insurance Event** within a reasonable time of it occurring and where this failure adversely affects **Our** ability to defend the claim or to limit **Our** liability.
10. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

1. If **You** know of any **Insurance Event** which may result in a claim under this section **You** must:
  - a. Inform **Us** in writing without delay; and
  - b. Send all correspondence and legal documents to **Us** unanswered without delay; and
  - c. Not discuss liability with any third party.
2. **You** must make no admission of liability, or offer, promise, or make payment or indemnity without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may, at **Our** own expense, take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. In the event that **Your** attendance or participation is required by **Us** in the defence or negotiation of an action against **You**, **We** will pay **Your** reasonable and necessary transport and accommodation costs and expenses, provided that these are agreed by **Us** in advance, in writing.
6. In the event of **Your** death, **Your** personal legal representative will receive the benefit of cover provided by this section.
7. Where more than one **Insured Person** is involved in the same **Insurance Event**, the maximum **We** will pay in total is £1,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

## Section 13: Legal costs and expenses

Important - cover under this section is underwritten and administered by ARAG Legal Expenses Insurance Company Limited ('**ARAG**'). **ARAG** is the underwriter and provides the legal protection insurance and legal advice helpline.

### ARAG Legal Expenses Insurance Company Limited

Registered Address: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales. Company Number 103274. Website: [www.arag.co.uk](http://www.arag.co.uk)

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

This section, **Policy** and the **Policy Schedule** shall be read together as one document and describe the contract between the **Insured Person** and **ARAG**.

**ARAG** agrees to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the insured incident is during the **Policy Period**
3. any legal proceedings will be dealt with by a court, or other body which **ARAG** agree to, within the **Countries Covered** and
4. the insured incident happens within the **Countries Covered**.

### What ARAG will pay

**ARAG** will pay an **Appointed Representative**, on the **Insured Persons** behalf, **Costs and Expenses** incurred following an insured incident, provided that:

- a. the most **ARAG** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000
- b. the most **ARAG** will pay in **Costs and**

**Expenses** is no more than the amount **ARAG** would have paid to a **Preferred Law Firm**. The amount **ARAG** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.

- c. in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **ARAG** within the time limits allowed that the **Insured Person** wants to appeal. Before **ARAG** pay the **Costs and Expenses** for appeals, **ARAG** must agree that **Reasonable Prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **Insured Person** after a successful claim under this section, **ARAG** must agree that **Reasonable Prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **ARAG** will pay in **Costs and Expenses** is the value of the likely award.

### What ARAG will not pay

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **ARAG**.

### Definitions applicable to this section

The following words have these meanings wherever they appear in this section in **bold**:

#### Appointed Representative

The **Preferred Law Firm**, law firm or other suitably qualified person **ARAG** will appoint to act on behalf of the **Insured Person**.

#### Costs and Expenses

- a. All reasonable, proportionate and necessary costs chargeable by the **Appointed Representative** and agreed by **ARAG** in accordance with the **ARAG Standard Terms of Appointment**.

- b. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **ARAG's** agreement.

### Countries Covered

Worldwide.

### ARAG

ARAG Legal Expenses Insurance Company Limited.

### ARAG Standard Terms of Appointment

The terms and conditions (including the amount **ARAG** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **Insured Person** first became aware of it.)

### Insured Person

The person stated on the **Policy Schedule** as being insured.

### Preferred Law Firm

A law firm or barristers' chambers **ARAG** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **ARAG's** agreed service standard levels, which **ARAG** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

### Reasonable Prospects

The prospects that the **Insured Person** will recover losses or damages (or obtain any other legal remedy that **ARAG** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **ARAG**, or a **Preferred Law Firm** on **ARAG's** behalf, will assess whether there are **Reasonable Prospects**.

## What is covered

1. **Costs and Expenses** to pursue an **Insured Person's** legal rights following a specific or sudden accident that causes death or bodily injury to the **Insured Person**.

## What is not covered

**ARAG** will not pay a claim relating to the following:

1. Any claim relating to any illness or bodily injury that happens gradually.
2. Any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
3. Defending an **Insured Person's** legal rights, but **ARAG** will cover defending a counter-claim.
4. Clinical negligence.

## Exclusions applying to this section - Also see "General policy exclusions"

1. A claim where an **Insured Person** has failed to notify **ARAG** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **ARAG** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before **ARAG's** expressed acceptance.
4. Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
5. Any legal action an **Insured Person** takes that **ARAG** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **ARAG** or the **Appointed Representative**.
6. A dispute with **ARAG** not otherwise dealt with under section condition 7.
7. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. Any **Costs and Expenses** that are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement (other than a conditional fee agreement (no win, no fee) which could apply under the **ARAG Standard Terms of Appointment**).
9. Any claim against ERGO Travel Insurance

Services Ltd (**ETI**), Great Lakes Insurance UK Limited or their respective agents.

10. Any claim where the **Insured Person** is not represented by a law firm or barrister.

## Conditions applying to this section

1.
    - a. On receiving a claim, if legal representation is necessary, **ARAG** will appoint a **Preferred Law Firm** as the **Insured Person's Appointed Representative** to deal with the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.
    - b. If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
    - c. If the **Insured Person** chooses a law firm as their **Appointed Representative** which is not a **Preferred Law Firm**, **ARAG** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **ARAG** will pay is the amount **ARAG** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **ARAG** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
    - d. The **Appointed Representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim.
  2.
    - a. An **Insured Person** must co-operate fully with **ARAG** and the **Appointed Representative**.
    - b. An **Insured Person** must give the **Appointed Representative** any instructions that **ARAG** ask an **Insured Person** to give.
  3.
    - a. An **Insured Person** must tell **ARAG** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **ARAG's** written consent.
    - b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **ARAG** may refuse to pay further **Costs and Expenses**.
  - c. **ARAG** may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **ARAG** to take over and pursue or settle any claim in an **Insured Person's** name. An **Insured Person** must also allow **ARAG** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **Insured Person** must give **ARAG** all the information and help **ARAG** need to do so.
  4.
    - a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **ARAG** ask for this.
    - b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance expenses that **ARAG** have to pay and must pay **ARAG** any amounts that are recovered.
  5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **ARAG** provide will end immediately, unless **ARAG** agree to appoint another **Appointed Representative**.
  6. If an **Insured Person** settles or withdraws a claim without **ARAG's** agreement, or does not give suitable instructions to the **Appointed Representative**, **ARAG** can withdraw cover and will be entitled to reclaim from an **Insured Person** any **Costs and Expenses** **ARAG** has paid.
  7. If there is a disagreement about the handling of a claim and it is not resolved through **ARAG's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).
- Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **ARAG**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **ARAG** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an **Insured Person** and **Us** on the merits of the claim or proceedings, or on a legal principle, **ARAG** may suggest the **Insured Person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **ARAG** and the cost expressly agreed in writing between the **Insured Person** and **ARAG**. Subject to this **ARAG** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence. This does not affect the **Insured Person's** rights under Section Condition 7.
9. An **Insured Person** must:
  - a. keep to the terms and conditions of this section
  - b. take reasonable steps to avoid and prevent claims
  - c. take reasonable steps to avoid incurring unnecessary costs
  - d. send everything **ARAG** asks for, in writing, and
  - e. report to **ARAG** full and factual details of any claim as soon as possible and give **ARAG** any information **ARAG** need.
10. **ARAG** will, at **ARAG's** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **ARAG** will not pay the claim if:
  - a. a claim an **Insured Person** has made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. Apart from **ARAG**, an **Insured Person** is the only person who may enforce all or any part of this **Policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **ARAG** will only pay their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament

mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### Eurolaw Legal Advice

**ARAG** will give an **Insured Person** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

An **Insured Person** can contact **ARAG's** UK-based call centre 24 hours a day, seven days a week. However, **ARAG** may need to arrange to call the **Insured Person** back depending on the **Insured Person's** enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **Insured Person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help check and improve service standards, **ARAG** may record all calls.

To contact the above service, phone **ARAG** on +44 (0) 117 934 0548. When phoning, please quote the **Policy** number.

**ARAG** will not accept responsibility if the Helpline Service is unavailable for reasons **ARAG** cannot control.

### Privacy

When **You** purchase and use a **ARAG** product **ARAG** will process personal information about **You** and anyone else whose details are provided to **ARAG** to provide **You** with a service or a claim.

**ARAG** process **Your** personal information in accordance with **ARAG's** Privacy Notice. **You** can find **ARAG's** Privacy Notice online at [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy). Alternatively **You** can make a request for a printed copy to be sent to **You** by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)



## Section 14: Winter sports (optional)

### Important notes

This **Policy** will only cover **You** if **You** are an **Amateur**.

This section only applies if the appropriate additional premium has been paid and Winter Sports cover is shown on **Your Policy Schedule**.

The **Policy** will NOT automatically cover **You** when **You** take part in all Winter Sports. See “Appendix 1: Hazardous Activities and Sports” for a list of covered Winter Sports.

### Words with special meanings specific to this section

#### Amateur

**We** will consider **You** to be an **Amateur** if:

**You** are:

- Under 16 years of age; or
- 16 years of age or above and in full-time education; or
- 16 years of age or above and in full-time employment outside of the Winter Sports industry; or
- 16 years of age or above and employed in the Winter Sports industry as an instructor, guide or similar (but not as a competitive athlete) and, on average, work for a minimum of 25 hours per week during the Winter Sports season; or
- Participating in winter sports for recreational purposes only and excludes any form of competition

**You** do not:

- Receive funding or support to participate in Winter Sports, in cash, goods, equipment, travel and accommodation expenses or similar, from any sports association, council, governing body or commercial organisation (sponsorship), the value of which exceeds £1,000 in the previous or current calendar year; and

**You** have not:

- Received prizes as a result of taking part in Winter Sports competitions, in cash or non-cash items, the value of which exceeds £1,000 in the previous or current calendar year.

#### On-piste

Any designated and prepared marked piste, trail or run within the area of a ski-resort but excluding any **Terrain-park**.

#### Off-piste

Any area outside of a designated and prepared marked piste, trail or run. This includes unmarked areas between runs which are inside the resort boundary and areas located outside of the resort boundaries in the backcountry.

#### Ski-pack

**Your** non-refundable hired **Winter Sports Equipment**, ski-pass, ski-school instruction or ski-guide services which **You** have paid or are liable to pay.

#### Terrain-park

A designated and prepared area within a resort containing jibs (rails, boxes, table-tops, trees, park benches, picnic tables, mail boxes, wall rides, barrels, rainbows, kinks, jams and other types of rideable fixture), jumps (table-tops, step-downs, step-ups, gaps, channel gaps, hips and spines) and verticals (quarter-pipes, half-pipes and super-pipes) and any other feature designed or designated for the performance of tricks, jumps or aials.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the “Table of Benefits” as a result of:



### A. The loss or theft of, or damage to Your Winter Sports Equipment.

#### What is covered

1. The cost of the replacement, reinstatement or repair of **Your Winter Sports Equipment** subject to wear and tear and depreciation; and
2. The daily cost of hiring replacement **Winter Sports Equipment** for the remainder of **Your Insured Journey** in resort.

### B. The delay on Your outward journey of Your Winter Sports Equipment by more than 12 hours after Your actual arrival time in resort.

#### What is covered

1. The daily cost of hiring replacement **Winter Sports Equipment** until **Your Winter Sports Equipment** arrives.

### C. The loss or theft of Your ski-pass.

#### What is covered

1. The cost of a replacement ski-pass for the number of days that **Your** lost or stolen ski-pass remained valid during the remainder of **Your Insured Journey** in resort.

### What is not covered applying to sub-sections A., B. and C.

1. The **Excess** as shown in the “Table of Benefits”.
2. Any loss or theft of **Your** ski-pass or **Winter Sports Equipment** which is subsequently recovered.
3. Any claim if **Your** ski-pass or **Winter Sports Equipment** is confiscated or detained by Customs, the Police, the resort or other authorities.
4. Any damage to **Your Winter Sports Equipment** due to:
  - a. Scratching or denting unless the item has become unusable as a result of this; or
  - b. Leaking powder or fluid carried within **Your** baggage; or
  - c. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
  - d. Any process of cleaning, dyeing repairing or

restoring.

5. Any loss or theft of, or damage to, **Your** ski-pass or **Winter Sports Equipment**:
  - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft or malicious damage only);
  - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
  - c. Whilst being shipped as freight or under a bill of lading; or
  - d. Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant; or
  - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible and violent entry; or
  - f. From a roof or boot luggage rack at any time; or
  - g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.
6. Any damage to **Winter Sports Equipment** whilst in use.
7. Any claim for items which are borrowed, rented or otherwise not owned by **You**.
8. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to sub-sections A., B. and C.

1. Claims for **Winter Sports Equipment** will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option replace, reinstate or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required by **Us**.

3. **You** must obtain a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
4. If an airline fails to return **Your** checked-in **Winter Sports Equipment**, **We** will wait for the 60 days required by them to declare **Your Winter Sports Equipment** permanently lost, before considering a claim for loss under this section.
5. If **We** pay a claim for loss or theft under this section and **Your Winter Sports Equipment** is subsequently recovered, **You** will repay to **Us** any compensation **You** received from **Us** within 14 days of the recovery.

**D. You being prevented from taking part in Winter Sports as a result of Your Bodily Injury or Illness sustained during Your Insured Journey.**

### What is covered

1. The cost of the proportion of **Your Ski-pack**, for which **You** have paid or are contracted to pay, corresponding to the period in which **You** are prevented from taking part in Winter Sports during **Your Insured Journey** in resort.

### What is not covered

1. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to sub-section D.

1. **Your** claim will be based on the number of complete days of **Your** trip in resort that **You** are unable to participate in Winter Sports.
2. **You** must get written confirmation from the treating **Medical Practitioner** in the resort of the nature of **Your Illness** or **Bodily Injury** and the period in which **You** were unable to participate in Winter Sports.
3. **You** must provide **Us** with documentary evidence showing the nature, dates and costs of **Your** pre-paid **Ski-pack**.

**E. You being prevented from taking part in Winter Sports at Your resort for a period in excess of 12 hours as a result of:**

1. Not enough snow; or

2. Too much snow; or
3. Adverse weather; or
4. Avalanche or landslide.

### What is covered

1. A daily amount to cover the cost of transporting **You** to an alternative resort where there are adequate snow conditions; or
2. The cost of the proportion of **Your Ski-pack**, for which **You** have paid or are contracted to pay, corresponding to the period in which **You** are prevented from taking part in Winter Sports during the scheduled period of **Your Insured Journey** in resort.

### What is not covered

1. Any claim as a result of **You** being prevented from taking part in Winter Sports at a resort:
  - a. Less than 1,000m above sea level; or
  - b. In the Northern Hemisphere, outside of the period starting on 15th December and ending on 15th April; or
  - c. In the Southern Hemisphere, outside of the period starting on 15th June and ending on 15th October.
2. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to sub-section E.

1. **You** must obtain and provide **Us** with written evidence from the resort authorities showing the reason for and dates of the closure.
2. If **You** claim for **Your** unused **Ski-pack**, **You** must provide **Us** with documentary evidence showing the nature, dates and costs of **Your** pre-paid **Ski-pack**.

**F. You being prevented from arriving at, or departing from, Your pre-booked resort for a period in excess of 12 hours later than scheduled as a result of an avalanche or landslide.**

### What is covered

1. **Your** reasonable and necessary additional travel and accommodation expenses (room only) of a similar standard to the original booking, to allow

**You** to reach **Your** resort on the outward journey or to catch up on **Your** scheduled itinerary or to return **Home** on **Your** homeward journey.

## What is not covered

1. Anything mentioned in the “General Policy Exclusions”.

## Additional conditions applying to subsection F.

1. **You** will be required to provide **Us** with documentary evidence of:
  - a. The reason for and length of the delay; and
  - b. **Your** additional travel and accommodation expenses.

## Section 15: Golf (optional)

This section only applies if the appropriate additional premium has been paid and Golf cover is shown on **Your Policy Schedule**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the “Table of Benefits” as a result of:

### A. The loss or theft of, or damage to Your Golf Equipment.

#### What is covered

1. The cost of the replacement, reinstatement or repair of **Your Golf Equipment** subject to wear and tear and depreciation; and
2. The daily cost of hiring replacement **Golf Equipment** for the remainder of **Your Insured Journey** in resort.

### B. The delay on Your outward journey of Your Golf Equipment by more than 12 hours after Your actual arrival time in resort.

#### What is covered

1. The daily cost of hiring replacement **Golf Equipment** until **Your Golf Equipment** arrives.

#### What is not covered applying to sub-sections A. and B.

1. The **Excess** as shown in the “Table of Benefits”.
2. Any loss or theft of **Your Golf Equipment** which is subsequently recovered.
3. Any claim if **Your Golf Equipment** is confiscated or detained by Customs, the Police, the resort or other authorities.
4. Any damage to **Your Golf Equipment** due to:
  - a. Scratching or denting unless the item has become unusable as a result of this; or
  - b. Leaking powder or fluid carried within **Your** baggage; or
  - c. Normal wear and tear, gradual

deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or

- d. Any process of cleaning, dyeing repairing or restoring.
5. Any loss or theft of, or damage to, **Your Golf Equipment**:
    - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft and malicious damage only); or
    - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
    - c. Whilst being shipped as freight or under a bill of lading; or
    - d. Left out of sight and out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant; or
    - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot or covered luggage area and following physical evidence of forcible and violent entry; or
    - f. From a roof or boot luggage rack at any time; or
    - g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.
  6. Any damage to **Golf Equipment** whilst in use.
  7. Any claim for items which are borrowed, rented or otherwise not owned by **You**.
  8. Anything mentioned in the “General Policy Exclusions”.

#### Additional conditions applying to sub-sections A. and B.

1. Claims for **Golf Equipment** will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other

items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option replace, reinstate or repair the lost, stolen or damaged item(s).

2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required.
3. **You** must get a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
4. If an airline fails to return **Your** checked-in **Golf Equipment**, **We** will wait for the 60 days required by them to declare **Your Golf Equipment** permanently lost, before considering a claim for loss under this section.
5. If **We** pay a claim for loss or theft under this section and **Your Golf Equipment** is subsequently recovered, **You** will repay to **Us** any compensation **You** received from **Us** within 14 days of the recovery.

#### **C. You being prevented from playing Golf during Your Insured Journey as a result of:**

1. **Your Bodily Injury** or **Illness** sustained during **Your Insured Journey**; or
2. **Your** pre-booked golf course(s) at **Your** trip destination becoming unplayable due to adverse weather conditions.

#### **What is covered**

1. The cost of the pre-booked and non-refundable green fees, which **You** have paid or are contracted to pay, and are unable to use.

#### **What is not covered**

1. Anything mentioned in the “General Policy Exclusions”.

#### **Additional conditions applying to sub-section C.**

1. **You** must get written confirmation from the treating **Medical Practitioner** in the resort of the nature of **Your Illness** or **Bodily Injury** and the period in which **You** were unable to play golf; or
2. **You** must get written confirmation from each golf club secretary or golf course administrator

that the golf course was unplayable due to adverse weather conditions on **Your** pre-booked dates; and in both cases

3. **You** must provide **Us** with documentary evidence showing the dates and costs of **Your** pre-paid unrecoverable green fees.
4. **We** will not compensate **You** in the event that a golf course is open and playable but using “Winter Greens”.

#### **D. You completing a Hole-in one (gross score) during any organised game on a full size 18-hole golf course.**

#### **What is covered**

1. A fixed sum shown in the “Table of Benefits”.

#### **What is not covered**

1. Any claim if **You** do not provide **Us** with written confirmation from the golf club secretary or golf course administrator, stating that the Hole-In-One (gross score) has been performed to their satisfaction, together with the original score card fully completed and duly signed.
2. More than one payment per game.
3. Anything mentioned in the “General Policy Exclusions”.

## Section 16: Rental vehicle excess waiver (optional)

This section only applies if the appropriate additional premium has been paid and Rental vehicle excess waiver cover is shown on **Your Policy Schedule**.

Note:

This section only covers reimbursement of the **Excess/Deposit** for which **You** are responsible under the terms of **Your Rental Agreement** (within the limits of this **Policy**) and not the actual cost of damage to the insured vehicle.

### Words with special meanings specific to this section

#### Damage

External damage to **Your** insured rental vehicle caused by fire, vandalism, accident or attempted theft, occurring during **Your** rental period.

#### Excess/Deposit

The amount stated in the **Rental Agreement** for which **You** are responsible in the event of **Damage**.

#### Rental Agreement

The contract between **You** and **Your** vehicle rental company in providing **You** with the insured rental vehicle, which is signed by **You** and which states the **Excess/Deposit**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the “Table of Benefits” as a result of:

#### A. Your insured rental vehicle suffering Damage.

### What is covered

1. The **Excess/Deposit**, subject to the sub-limits specified in the “Table of Benefits” for **Damage** to:
  - a. The roof; or
  - b. The windscreen, windows or sunroof glass; or
  - c. The undercarriage; or

- d. Each tyre that needs replacing; or
- e. Each tyre that can be repaired.

### What is not covered

1. Any claim where **You** have not followed the terms of the **Rental Agreement**.
2. The actual cost of the **Damage**.
3. Any claim relating to damage to the interior of the insured rental vehicle.
4. Mechanical failure of the insured rental vehicle.
5. Mis-fuelling of the insured rental vehicle.
6. General wear and tear.
7. Anything mentioned in the “General Policy Exclusions”.



# Appendix 1: Hazardous Activities and Sports

Below are lists of activities that can or cannot be covered by this **Policy**. Please contact the insurance intermediary from whom **You** purchased this **Policy** if **You** are unsure whether **Your** intended activity is covered by **Your Policy**. For all **Hazardous Activities and Sports**, participation in competition is excluded.

The following activities are covered under this Policy
Aerobics
Athletics (amateur)
Badminton
Banana Boating
Bar Work
Baseball
Basketball
Board Sailing (Windsurfing)
Body Boarding
Boogie Boarding
Bowls/boules/pétanque
Bridge Walking e.g. Sydney Harbour Bridge
Canoeing/Kayaking - up to Grade 2 rivers only
Canopy Walking
Cricket
Croquet
Curling
Cycling (recreational only, no racing or competitions)
Fell Running/Walking
Fishing
Football/Soccer (non-competitive only)
Golf
Gymnastics (non-competitive only)
High diving (from a purpose built diving board over a man-made pool)
High ropes (must be booked with a licensed operator)
Hiking (established, documented, paths/tracks/mapped routes only - up to 2,500m)
Ice Skating
Marathon Running
Mountain Biking (recreational including general cross country and off road cycling)
Netball

Non- <b>Manual Work</b> . This includes work such as administrative and clerical duties, bar and restaurant work, fruit picking (not using machinery), musicians and singers.
Paddle Boarding
Rambling
Restaurant Work
River Tubing (up to grade 2 rivers and not through caves)
Roller Skating/Blading (wearing pads and helmets)
Safari (professionally organised tour)
Sail boarding (up to half a mile from shore)
Sailing (inland waters or coastal waters within 12 miles of land)
Sand surfing
Sand safaris (must be booked with a licensed operator)
SCUBA Diving (down to 30m accompanied by a qualified diver or instructor)
Sea kayaking (within half mile of shore)
Skating
Skin diving
Sleigh rides pulled by a horse or reindeer, as a passenger with a professional driver
Snorkelling
Softball
Squash
Surfing
Swimming
Swimming with dolphins
Table tennis
Ten pin bowling
Tennis
Trampolining
Tree canopy walking (must be booked with a licensed operator)
Trekking (established, documented, paths/tracks/ mapped routes with a professional local guide - up to 2,500m)
Tug-of-war
Underground activities (as part of an organised excursion or tour)
Via ferrata
Volleyball
Wake boarding
Water Polo
Water Skiing (no jumping)
Windsurfing
Zip lining/wiring

<b>The following activities are covered under this Policy. However, no cover is provided for Personal accident or for Personal liability.</b>
Abseiling (within organiser's guidelines)
Aerial safaris (only as a passenger with a licensed operator)
Angling (inland or coastal waters within 12 miles of shore)
Archery
Black Water Rafting (within organiser's guidelines)
Bungee Jumping (within organiser's guidelines)
Canoeing/Kayaking (up to grade 3 rivers only)
Clay pigeon shooting (must be supervised by a licensed instructor and booked with a licensed operator)
Deep sea fishing (must be booked with a licensed operator)
Electric scooter riding (organised tours only and a safety helmet must be worn)
Fencing
Flotilla Sailing (with professional leader)
Gliding (must be supervised by a licensed instructor and booked with a licensed operator)
Go Karting
Hot Air Ballooning (organised pleasure rides only)
Hockey
Horse/pony riding/trekking (protective headgear to be worn, excluding jumping trials, hunting, jumping and competitive riding)
Indoor Climbing (sport climbing with belays)
Jet Boating (as a passenger only and no racing)
Jet skiing
Motorcycling as a rider or passenger ( <b>You</b> must wear a crash helmet and, as a rider, have held a valid licence to ride such a motorcycle for a minimum of three years. <b>You</b> must be accident and conviction-free for the last three years)
Paint Balling (eye protection must be worn)
Parachuting (static line or tandem only booked with a licensed operator)
Paragliding (tandem with licensed operator)
Parascending over water
Quad biking (guided tour only, protective headgear must be worn, must be supervised by a licensed instructor and booked with a licensed operator)
Rap Jumping/Running (within organiser's guidelines)
Rowing (no racing)
Safari Trekking on foot (professionally organised tour)
Segway riding (organised tours only and a safety helmet must be worn)
White Water Rafting (up to grade 3 within organiser's guidelines)
Zorbing

## Winter Sports activities

The following Winter Sports activities are only covered if **You** have paid the appropriate additional premium and Winter Sports cover is shown on **Your Policy Schedule**.

All other Winter Sports are excluded unless **We** agree, in writing, to cover them.

NOTE: in the table below, **We** use the generic terms “ski/skiing” to refer to skiing, snow-boarding, split-boarding and mono-skiing.

Husky/dog sledging (only as a passenger booked with a licensed operator)
Langlauf / cross country / Nordic walking
Sit-skiing, skiing with outriggers and use of other (non-mechanised) equipment for the disabled
Skiing <b>Off-piste</b> within the resort boundaries but excluding <b>Terrain Parks</b>
Skiing <b>On-piste</b>
Snowmobiling (guided tour only, protective headgear must be worn, must be supervised by a licensed instructor and booked with a licensed operator).
Telemark skiing

## Excluded Hazardous Activities and Sports

Base Jumping
Big Game Hunting
BMX Stunt Riding
Bouldering
Boxing
Camel/Elephant riding
Canyoning
Caving / Pot Holing
Coasteering
Cycle Racing
Flying except as a fare paying passenger in a licenced passenger carrying aircraft
Free / High Diving
Hang Gliding
Judo / Karate / Martial Arts
Kite Surfing
Lacrosse
Land Skiing (not on snow)
<b>Manual Work</b>
Micro Lighting
Motorcycling off-road as a rider or passenger
Mountaineering
Parachuting (accept static line or tandem with a licenced operator)

Paragliding
Parascending over land
Polo
Professional / Semi Professional Sports
Quad Biking (unless booked with a licensed operator and with a professional guide)
Rock Climbing
Sailing outside territorial waters
Scuba Diving below 30m
Shark Cage Diving
Shark Diving
Tombstoning
Track days using motorised vehicles
Water Ski Jumping
Weightlifting
White Water Rafting (grade 4 and above)
Wrestling

If an activity is NOT listed above it is NOT covered unless **You** contact **Us** and **We** agree, in writing, to cover the activity. Please contact the insurance intermediary from whom **You** purchased this **Policy** if **You** are unsure as to whether **Your** intended activity is covered by **Your Policy**.

# General policy exclusions

These exclusions apply to all sections of **Your Policy**. In addition, individual sections of cover may have specific exclusions which apply only to those sections.

**A.** This **Policy** does not provide cover:

1. Unless **You** are:
  - a. In the **United Kingdom** when the **Policy** is purchased (except when **You** renew an existing Annual multi-trip policy); and
  - b. Aged 80 or under at the start of the **Policy Period** for Single-trip policies; and
  - c. Aged 70 or under at the start of the **Policy Period** for Annual multi-trip policies; and
  - d. Resident in the **United Kingdom**, meaning that **You**:
    - Have an address in the **United Kingdom**; and
    - Have lived in the **United Kingdom** for at least 6 of the last 12 months; and
    - Are registered with a General Practitioner in the **United Kingdom**.
2. For trips of duration longer than:
  - a. 90 days for Single-trip policies; and
  - b. 31 days for Annual multi-trip policies;

unless agreed by **Us** in writing.

**B.** **We** will not pay for any losses that are not directly associated with the **Insurance Event** causing the claim, for example loss of earnings if **You** are unable to work or the cost of replacing locks if **You** lose keys.

**C.** **We** will not pay for any losses recoverable from any other source. Where another insurance policy covers the same risk, **We** will only pay **Our** proportionate share of a valid claim.

**D.** **We** will not pay for any loss, damage, cost or expense directly or indirectly caused by:

1. **Active Participation:**
  - a. The act of an **Insured Person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**; or

- b. The act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign, Commonwealth & Development Office (FCDO). See: <https://www.gov.uk/foreign-travel-advice>

2. **Aviation**

Flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft, unless otherwise shown as covered in “Appendix 1: Hazardous Activities and Sports”.

3. **Civil authorities**

The confiscation, retention, impounding or destruction of property by any Customs authority, Government or other civil authority.

4. **Climbing and jumping**

**You** climbing on top of, or jumping from a vehicle, or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from on an external fire-escape or stairs) regardless of the height, unless **Your** life is in danger or **You** are attempting to save human life.

5. **Cyber-attack**

**Cyber-attack** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

6. **Decompression**

Any medical consequences of flying less than 24 hours after a scuba dive.

7. **Default**

The negligence, error or omission of:

- a. An **Insured Person**; or
- b. Any provider of transport or accommodation; or
- c. Any agent or online booking service through which travel arrangements were made; or
- d. Any **Colleague**; or
- e. Any **Relative**.

8. **Depreciation**

Depreciation, wear and tear and currency exchange losses.



9. **Disinclination**  
**Your** unwillingness or refusal to travel.
10. **Epidemic/Pandemic**  
Any epidemic or pandemic as declared by the World Health Organisation.
11. **Excluded Hazardous Activities and Sports**  
**Your** participation in **Hazardous Activities and Sports** which are excluded or not shown as covered in "Appendix 1: Hazardous Activities and Sports".
12. **Foreseeable circumstances**  
Any circumstances, such as **Strike or Industrial Action**, that were known or could reasonably have been anticipated at the time an **Insured Journey** was booked or the **Policy** or cover was purchased, whichever is later.
13. **Manual work**  
Work that is physical, including, but not limited to construction, installation, assembly and building work, work that involves putting together, maintaining, repairing or using heavy electrical, mechanical or hydraulic machinery.
14. **Failure to take medical precautions, advice and treatment**  
**Your** failure to:
  - a. Obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; or
  - b. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; or
  - c. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.
15. **Mental Illness**  
**Your** psychological or psychiatric disorder or **You** suffering from any condition of anxiety, stress or depression diagnosed before the start of an **Insured Journey** unless accepted by **Us** in writing.
16. **Failure to wear a motorcycle helmet**  
**Bodily Injury** or death occurring as a consequence of **You** not wearing a recognised motorcycle helmet while on a motorcycle, moped, motor-scooter, quadbike or similar.
17. **Nuclear, biological and chemical hazards**
  - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear machinery or parts; or
  - b. The use of nuclear, biological or chemical weapons, or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.
18. **Pre-existing Medical Condition(s)**  
Any **Pre-existing Medical Condition(s)** unless the appropriate additional premium has been paid and they have been accepted by **Us** in writing.
19. **Pressure waves**  
The transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
20. **Safety equipment and instructions**  
**Bodily Injury** or death occurring as a consequence of **You** participating in **Hazardous Activities and Sports** arising from **Your** failure to:
  - a. Correctly wear or use any safety equipment customarily worn, such as a helmet, harness, safety line or lifejacket; or
  - b. Follow the safety instructions and guidance provided by activity organisers, instructors and guides, where applicable.
21. **Sanctions**  
Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, United Kingdom, USA or other country of policy issue.
22. **Search and rescue**  
Any search and rescue (however, **We** will cover medical evacuation when this is medically necessary and agreed in advance by **Our** assistance company).
23. **Failure to wear a seatbelt**  
**Bodily Injury** or death occurring as a consequence of **You** not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
24. **Self-Injury**
  - a. **Your** wilfully, self-inflicted **Bodily Injury** or

- Illness**, suicide or attempted suicide; or
- b. **Your** self-exposure to needless peril, except in an attempt to save human life; or
- c. Any form of alcohol abuse including alcohol withdrawal or **You** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim. (**We** do not expect **You** to avoid alcohol on **Your** trip but **We** will not cover any claim arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected); or
- d. **Your** use of any drugs, including solvents and so-called legal highs, other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner** but not for the treatment of drug or alcohol addiction.

25. **Swimming pool**

**Your** unauthorised use of a swimming pool outside of the specified opening times.

26. **Terrorism/Terrorist Act** (see “Words with special meanings”)  
This exclusion will not apply to the following sections of cover:

- a. Emergency medical and repatriation expenses; and
- b. Personal accident.

27. **Unlawful acts**

- a. Any unlawful act deliberately or intentionally committed by an **Insured Person**; or
- b. The operation of law or the order of any court; or
- c. Civil or criminal proceedings against anyone on whom **Your Insured Journey** depends.

28. **Volcanic Ash**

The delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

29. **War and Civil Unrest** (see “Words with special meanings”)

**Your** presence in an area which is subject to **War and Civil Unrest** unless **Your** presence in such an area is due to:

- a. The unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or
- b. **Your** involuntary diversion, transit or stopover as a result of hijack, **Kidnap** or

other occurrence beyond **Your** control; or

- c. The sudden, unexpected occurrence of **War and Civil Unrest** in an area previously in a state of peace at the time **You** entered the area;

and in such cases **You** will be covered for a maximum period of 72 hours from **Your** involuntary arrival in such an area or, where **You** are already present in an area previously in a state of peace, from the time when **War and Civil Unrest** first occurs, provided that:

- a. **You** make all reasonable efforts to leave the affected area at the first opportunity; and
- b. **You** are not involved in **Active Participation**.

30. **Winter sports**

**Your** participation in Winter sports unless the appropriate additional premium has been paid and Winter sports cover is shown on **Your Policy Schedule**.

31. **Wild animals**

Any claim arising from **You** deliberately entering or reaching into a cage or enclosure containing animals normally found in the wild, including juveniles and hand-reared orphans, even if **You** are advised that such contact is safe.

# General policy conditions

These are the general conditions applying to all of **Your Policy**. Certain sections of cover have additional conditions specific to the section.

1. **We** promise to act in good faith in all **Our** dealings with **You**.
2. **We** may not pay **Your** claim if **You** do not:
  - a. Take all possible care to safeguard against accident, injury, loss, damage or theft; and
  - b. Avoid any action or inaction which may increase the loss or liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense; and
  - c. Give **Us** full details of any incident which may result in a claim under **Your Policy** as soon as is reasonably possible; and
  - d. Pass on to **Us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
  - e. Provide all information and assistance that **We** may reasonably require at **Your** expense (including, where necessary, medical certification and details of **Your** household insurance).
3. **You** must not admit liability for any event, or offer to make any payment, without **Our** prior written consent.
4. The terms of **Your Policy** can only be changed if **We** agree. **We** may require **You** to pay an additional premium before making a change to **Your Policy**.
5. **You** must start each **Insured Journey** from **Your Home** (or place of business, if Business cover applies) in the **United Kingdom** and return to **Your Home** or place of business in the **United Kingdom** at the end of each trip, within the permitted trip duration, unless otherwise agreed by **Us**.
6. **You** agree that **We** can:
  - a. Make **Your Policy** void where any claim is found to be fraudulent; and
  - b. Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** supplied when **You** bought **Your Policy** and other information relating to a claim, may be provided to the register participants; and
  - c. Take over and act in **Your** name in the defence or settlement of any claim made under **Your Policy**; and
  - d. Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under **Your Policy**; and
  - e. Obtain information from **Your** medical records (with **Your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **Your** prior approval.
7. **We** will not pay **You** more than the amounts shown in the "Table of Benefits".
8. **You** agree that **We** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **Us** details of such other insurance. This condition will not apply to valid personal accident claims, which **We** will pay in full.
9. **We** shall not be liable to pay damages to **You** for the late payment of a claim under this insurance contract, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.
10. When booking **Your** trip or purchasing this **Policy**, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel and participate in any activities and excursions that **You** have planned during **Your** trip.
11. **We** will only provide cover for domestic travel (within the **United Kingdom**) which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence.
12. **Family** members are only insured under this **Policy** if they are eligible to be covered, are named on the **Policy Schedule** and the appropriate premium has been paid.
13. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.
14. **You** cannot transfer **Your** interest in this **Policy** to anyone else.

# Important information - please read

## Data protection notice

### Data Controllers and Processors

ERGO Travel Insurance Services Ltd (ERGO TIS) acts as the Data Controller for the personal data **You** provide to **Us**. **We** oversee the management, processing, and safeguarding of **Your** personal information. **Our** processing activities include policy issuance, claims management, customer service, and business operations related to insurance services. For more information, please go to: [www.ergotravelinsurance.co.uk/privacy-policy](http://www.ergotravelinsurance.co.uk/privacy-policy)

Great Lakes Insurance UK Limited also acts as a Data Controller of **Your** personal data. For more information about how Great Lakes Insurance UK Limited uses **Your** personal data and to get its contact information, please go to: <https://www.munichre.com/Great-Lakes-Insurance-UK-Information-Notice>

Virtual Insurance Products Limited processes **Your** personal data on behalf of ERGO TIS and is also a Data Controller for other purposes as detailed in the privacy policy available here: <https://jacksonleeunderwriting.co.uk/files/jlu-privacy.pdf>

### Consent

**We** will only use **Your** personal data when the law allows **Us** to. Most commonly **We** will use **Your** personal data under the following two circumstances:

1. When **You** gave explicit consent for **Your** personal data, and that of others insured under **Your Policy**, to be collected and processed by **Us** in accordance with this Data Protection Notice.
2. Where **We** need to perform the contract which **We** are about to enter into, or have entered into with **You**.

### How We use Your Personal Data

**We** use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your Policy**

and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **Your** personal data to offer renewal of **Your Policy**, for research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** personal data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

**We** collect and process **Your** personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation.

For more information about how **We** use **Your** data, please go to: [www.ergotravelinsurance.co.uk/privacy-policy](http://www.ergotravelinsurance.co.uk/privacy-policy)

### Special Categories of Personal Data

Some of the personal data **You** provide to **Us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

### Sharing Your Personal Data

**We** will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with Great Lakes Insurance UK Limited and other companies within the ERGO Group and with third parties who perform services on **Our** behalf in administering **Your Policy**, handling claims and in providing other services under **Your Policy**.

**We** will also share **Your** information if **We** are required to do so by law, if **We** are authorised to do so by **You**, where **We** need to share this information to prevent fraud.

**We** may transfer **Your** personal data outside of the

European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

For more information about how **We** use **Your** data, please go to:

[www.ergotravelinsurance.co.uk/privacy-policy](http://www.ergotravelinsurance.co.uk/privacy-policy)

## Your Rights

**You** have the right to ask **Us** not to process **Your** personal data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **We** hold **Your** personal data on paper or in electronic form.

**Your** personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

## Further Information

Any queries relating to how **We** process **Your** personal data or requests relating to **Your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: [dataprotectionofficer@ergo-travel.co.uk](mailto:dataprotectionofficer@ergo-travel.co.uk)

Phone: +44 (0) 1403 788 510

**You** can also complain to the ICO (Information Commission Office) if **You** are unhappy with how **We** have used **Your** data. Their address is:

Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Tel: 0303 123 1113

Web: <https://www.ico.org.uk>

# Complaints Procedure

**We** aim to provide the highest service standards at all times. However, **We** recognise that **We** do sometimes get things wrong. Accordingly, **We** have set up a complaints procedure to allow **You** to tell **Us** about any aspect of **Our** service that **You** are dissatisfied with and to allow **Us** to review **Our** processes and any decisions **We** might have made. **Our** objectives are to ensure that **Your** concerns are dealt with promptly and fairly.

Please quote **Your** name, as shown on **Your Policy Schedule**, **Your Policy** number and if **Your** complaint is about a claim, the claim number, in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

## For complaints relating to legal costs and expenses claims

In the first instance please contact:

Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

Email: [customer-relations@arag.co.uk](mailto:customer-relations@arag.co.uk)

Tel: 0344 893 9013

Web: ARAG's online complaint form at [www.arag.co.uk/complaints](http://www.arag.co.uk/complaints)

Further details of ARAG's internal complaint-handling procedures are available on request.

## For all other complaints

The Complaints Department  
ERGO Travel Insurance Services Ltd, Afon House,  
Worthing Road, Horsham, West Sussex RH12 1TL,  
England

Email: [complaints@ergo-travel.co.uk](mailto:complaints@ergo-travel.co.uk)

Tel: 01403 788737

Web: [www.ergotravelinsurance.co.uk](http://www.ergotravelinsurance.co.uk)

If **We** cannot resolve **Your** complaint to **Your** satisfaction **You** should contact:

The Financial Ombudsman Service, Exchange Tower,  
London, E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Tel: 0800 023 4567

Full details of their impartial complaints procedure can be found on their website:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service can only deal with **Your** complaint after **You** have followed **Our** full complaints procedure. If **You** use **Our** complaints procedure or complain to the Financial Services Ombudsman, **Your** right to take legal action against **Us** is not affected.



# Contact details

## Claims Service (non-emergency claims)

Monday - Friday, 9am - 5pm

Tel: +44 (0) 1403 788 720

Email: [claims@ergo-ias.co.uk](mailto:claims@ergo-ias.co.uk)

**We** can send **You** a claim form either by post or by email or **You** can download one from [www.ergotravelinsurance.co.uk/claims](http://www.ergotravelinsurance.co.uk/claims)

## Emergency Assistance

24 hours, 7 days a week

Tel: +44 (0) 1403 788 719 (from anywhere except the USA, Canada or Mexico)

Tel: +1-844-780-0494 (toll free from a landline in the USA or Canada)

Tel: 00 1 819 780 0494 (from Mexico or calling from a UK mobile phone while in USA or Canada)

Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)