



Travel Insurance Policy Wording

Annual multi-trip and single-trip insurance

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How to contact us

How to contact us

Before your trip

- If you want to make a change to your policy call 0330 053 4259,
- If you need to cancel your trip you can make a claim online 24/7 at
 https://www.trustedinsurances.com/travel/make-a-claim or call 0330 678 3032 Monday to Friday between 9am to 5pm.

During your trip

- In an emergency you should contact the emergency services straight away.
- If **you** are in hospital contact **our** Medical Assistance Service as soon as possible or if **you** need medical assistance whilst abroad contact **our** medical assistance team on +44 (0) 330 678 3032,
- If you want to cut short your trip contact our assistance team on 0330 678 3032,
- Just tell them **you** have a Trusted Travel Insurance Policy and quote **your** policy number.

Our team will:

- ensure you are receiving appropriate treatment in a safe facility,
- help make arrangements if you need medical assistance whilst abroad,
- arrange appropriate repatriation should we agree it is medically necessary,
- assist if you need to cut short your trip.

Please note repatriation arrangements and medical expenses will only be covered in full if your claim is covered.

• If you want to extend your trip or check your cover contact 0330 053 4259

After your trip

- If **you** have out of pocket expenses **you** can make a claim online 24/7 at https://www.trustedinsurances.com/travel/make-a-claim or call 0330 678 3032 for all sections except Section 7 Gadget Cover, Monday to Friday between 9am to 5pm.
- For Section 7 Gadget Cover claims, you can make a claim online 24/7 at https://tiga.taurus.claims/#/home
- If you want to make a complaint about:
 - The sale of your policy call 0330 053 4259 or email trusted.complaints@trustedinsurances.com
 - A claim (except Section 7 Gadget Cover call 0330 678 3032or email claim.complaints@axa-assistance.co.uk
 - Section 7 Gadget Cover call or 0330 053 4259 or email trusted.tiga@taurus.gi

Useful Information, Remember to check your cover before your trip

It's important that **you** take the time to read the information within **your** policy wording to make sure that it meets **your** needs. In particular **you** should make sure:

- You have told us about all the pre-existing medical conditions suffered by all people insured by this policy. More information can be found on page 18.
- That any sports and activities that you have got planned are covered. More details can be found on page 19.
- You are not travelling for longer than your cover allows or to a country which is not covered. More information can be found on your
 Insurance Certificate.

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Useful information

Claims notification

If you are abroad and you require medical assistance please call:	+44 (0) 330 678 3032
To discuss your policy please call:	0330 053 4259
To discuss a claim (except under Section 7 - Gadget) please call:	0330 678 3032 https://www.trustedinsurances.com/travel/make-a-claim
To discuss a claim for Gadget please contact:	https://tiga.taurus.claims/#/home

Making yourself heard

Any complaint you have should in the first instance be addressed to the relevant helpline as outlined within the policy wording.

If your complaint is not resolved within 8 weeks, or if you remain unhappy, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the 'Complaints procedure' section.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.

Cancellation Period

You are free to cancel this policy at any time. If you wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, you may do so by contacting us on 0330 053 4259, or by emailing travel.sales@trustedinsurances.com or writing to us for a full refund providing you have not travelled and no claim has been made.

If **you** cancel a single **trip** policy after the first 14 days of receipt of the documents **we** refund 65% of the premium paid, providing **you** have not travelled and no claim has been made.

If you cancel an annual multi-trip policy after the first 14 days of receipt (or after the renewal date) we will refund a portion of the premium depending on the number of complete months remaining on your policy, providing you are not on a trip at the time the policy is cancelled, and no claim has been made since the policy was issued or renewed.

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Covid scenarios

We understand that it is important you know what cover is in place if Coronavirus or Covid-19 affects your trip.

We hope the scenarios below explain some of what we do or don't cover:

Cancelling due to COVID-19

Your policy will cover you subject to the terms and conditions, if you need to cancel your trip because:

- You or a close relative are diagnosed with or have contracted COVID-19.
- You are required to self-isolate, subject to a positive test result/confirmation from a GP, or notification from the Track & Trace system.
- Someone you were due to travel with or stay with on your trip needs to self-isolate.

Your policy will not cover you to cancel your trip if:

- You don't want to quarantine or self-isolate when you return to your home area.
- You are unable to travel because the government/or another regulatory authority have imposed restrictions, including national lockdown or regional lockdown.
- Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice.
- You aren't able to produce the required vaccine certificates, medical tests/documents.

Cutting your trip short

Providing **you** aren't travelling against the advice of Foreign, Commonwealth & Development Office (FCDO) or another regulatory authority then **you** are covered subject to the terms and conditions, if **you** need to cut **your trip** short because:

- The Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which **you** are travelling in advise **you** to evacuate or return to **your home area**.
- You have been denied boarding at your UK departure point because you have COVID-19 symptoms.
- If you need to come home early because a close relative has COVID-19.

Your policy will not cover:

• You wishing to return home early to avoid the need to quarantine.

Emergency medical cover for COVID-19

If you develop COVID-19 whilst abroad your policy will cover you subject to the terms and conditions for:

- Emergency medical treatment, repatriation and other expenses.
- Additional transport and accommodation if **you** are unable to return **home** as planned.

Your policy will not cover:

If you are travelling against Foreign, Commonwealth & Development (FCDO) advice.

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Travel insurance

If you have any queries about your cover, you can call us on the number listed in the Important telephone numbers section.

Please make sure you have your policy number when you call. We want you to get the most from your policy and to do this you should:

Read **your** policy wording and make sure **you** are covered for the sort of losses/incidents **you** think might happen make sure that **you** understand the exclusions and conditions which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make.

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

- Pre-existing medical conditions as described in the Pre-existing medical conditions section (unless you have contacted us and we
 have accepted in writing).
 - . If you fail to declare any pre-existing medical conditions we may refuse to deal with your claim or reduce the amount of any relevant claims, even if a claim is not related to an undisclosed pre-existing medical condition(s).
- Losses that we do not state are specifically covered.
- Circumstances known to you before you purchased this insurance which could reasonably have been expected to lead to a claim.
- Any **trip** that has already begun when **you** purchased this insurance.
- Losses which occur outside of a valid trip (with the exception of Section 1 Cancelling or cutting short a trip, see the definition of
 Insurance period for full details).

The intention of this policy is to cover the entire **trip**. The policy will need to cover the date that **your trip** begins until the date **you** return to the **UK** inclusive.

The things which are not covered by **your** policy are stated:

- In the 'General exclusions applying to your policy'
- Under 'What IS NOT covered' in each section of cover.

If we do not state that something is covered, you should assume that it is not covered.

Introduction

This is **your** travel insurance policy. It contains details of what is covered, what is not covered and the conditions for each **insured person** and is the basis on which all claims will be settled.

It is confirmed by the issue of the policy schedule which should be read in conjunction with this policy wording.

In return for having accepted **your** premium **we** will provide insurance in accordance with the sections of your policy as referred to in **your** policy schedule.

The policy schedule is part of the policy.

If you need to make any changes to the details contained in your policy schedule, you should contact us as soon as possible. We will then advise if those changes can be made and whether any additional premium is required.

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Words with special meanings

Throughout **your** policy wording, certain words are shown in **bold type**. These words have special meanings which are listed below. Section 5a - Legal expenses and assistance, Section 6 - Personal accident and Section 7 - Gadget Cover have unique 'Words with special meanings' which can be found at the beginning of the section.

Accident(s)/Accidental

A physical injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

Baggage

Any items which belongs to **you** which are worn, used or carried by **you** during a **trip** (but excluding **valuables**, **gadgets**, **ski equipment** sports equipment and **personal money** and **important documents**)

Catastrophe

Means

fire	landslide
flood	avalanche
earthquake	hurricane
explosion	storm
volcanic eruption and/or volcanic ash clouds	civil commotion and/or civil unrest not assuming the pro- portions of or amounting to an uprising
tsunami	an outbreak of food poisoning

meaning \boldsymbol{you} cannot use \boldsymbol{your} booked accommodation.

Close relative

Your mother, father, sister, brother, fiancé(e), wife, husband, civil partner, domestic partner, daughter, son, grandparent, grandchild, parentin-law, son-in-law, daughter-in-law, step parent, step child, step sibling, aunt, uncle, niece, nephew, cousin, next of kin, your guardian, anyone who you have guardianship of or anyone for whom you have power of attorney.

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Colleague

An associate in the same employment as you in the UK, whose absence from work necessitates your stay in or return to the UK.

Cruise

A **trip** involving a sea or river voyage of more than one night, where transport and accommodation is primarily on an ocean/river going passenger ship, liner or cruiser.

Cut short/Cutting short

Either:

- a) You cutting short the trip after you leave your home by direct early return to your home.
- b) You attending a hospital outside your home area as an in-patient or being confined to your accommodation abroad due to personal quarantine, in either case for a period in excess of 24 hours.

Claims will be calculated on the number of nights of **your trip you** missed due to **your** early return or the number of nights which **you** were hospitalised, quarantined or confined to **your** accommodation.

Claims under part b), above, will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or the Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any unused travel and accommodation costs and expenses they have not used by remaining with **you**.

Cyber attack

The actual use or threat of use of disruptive activities against computers and networks, with the intention to cause harm, spread fear or cause severe disruption of infrastructure, including a Malware, Ransomware or Hacking attack.

Excess

The amount you pay when you make a claim which is set out in the table of benefits.

The excess is per person per incident, limited to two excess amounts if more than one insured person is claiming, per trip.

If you have added the excess waiver to your policy this will remove the excess from any claim, this is optional, if you have purchased this cover it will be shown on your policy schedule.

If you use a Reciprocal Health Arrangement, any other arrangement with another country or private medical insurance to reduce your medical expenses, you won't have to pay an excess.

Gadget

For the purpose of this policy **we** will only cover the following items:

Mobile Phones, Smart Phones, Laptops (including custom built), Tablets, Digital Cameras, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite Navigation Devices, E-Readers, Head/Ear Phones, Smart Watches or a wrist worn Health and Fitness Tracker.

Golf Equipment

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

Home

Your permanent UK residence.

Home area

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

Important Documents

Passport, travel tickets, visas, travel permits, bio-metric card and driving licence.

Insurance Period

If annual multi **trip** cover is selected: cover is provided for the **12** month period as stated in the policy schedule. During this period any **trip** not exceeding the maximum **trip** duration is covered.

Emerald – 22 days

Ruby - 32 days

Diamond – 45 days

Under annual multi **trip** policies Section 1 - Cancelling or **cutting short** a **trip** cover will start from the date stated in the policy schedule or the time of booking any **trip** (whichever is the later date).

If single **trip** cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule. Under these policies **you** will be covered under Section 1 - Cancelling or **cutting short** a **trip** from the time **you** pay the premium.

Cover for all other sections applies for the length of each **trip**. The **insurance period** is automatically extended in the event that **your** return to **your home area** is unavoidably delayed due to an event covered by this policy, providing **you** accept alternatives offered and don't intentionally delay **your** return.

For single **trip** cover **your** policy will cease if **we** have paid for **you** to **cut short your trip**.

Insured Person/You/Your

Each person travelling on a **trip** who is named on the policy schedule.

Insurer

The service provider, arranged by Inter Partner Assistance S.A.

Medical condition

Any disease, illness or injury.

Medical practitioner

A registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.

Package

The pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- a) Transport
- b) Accommodation
- c) Other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package as more fully described under The Package Travel and Linked Travel Arrangements Regulations 2018.

Personal Money

Travellers' and other cheques, event and entertainment tickets and pre-paid vouchers.

Personal quarantine

A period of time where **you** are suspected of carrying an infection or have been exposed to an infection and as a result are confined or isolated on the orders of a medical professional or public health board in an effort to prevent disease from spreading.

Pre-existing medical condition(s)

Any of the following **medical conditions** from which **you** have suffered from or received medical advice, treatment (including surgery, tests, investigations by **your** doctor/consultant/specialist) or prescribed drugs or medication in the last five years:

- Any cancer condition,
- Any heart-related or blood circulatory condition (including high blood pressure and high cholesterol)
- · Any diabetic condition
- Any neurological condition
- · Any breathing condition,
- Any renal, kidney or liver condition
- Any psychiatric or psychological condition (including anxiety, stress and depression) And/or
- Any other medical condition for which you have been prescribed medication or which you have received or are waiting to receive
 treatment including surgery, tests, or investigations) within the last 12 months.

Pregnancy Complication

- Toxaemia,
- gestational hypertension,
- gestational diabetes,
- pre-eclampsia,
- ectopic pregnancy,
- molar pregnancy,
- post-partum haemorrhage,
- retained placenta membrane,
- placental abruption,
- hyperemesis gravidarum,
- placenta praevia,
- stillbirths,
- miscarriage,
- termination for medical reasons,
- any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.

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Pre-paid charges

Charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions, green fees and ski school fees, lift passes and hired **sports equipment**.

- Ski school fees, lift passes and hired **ski equipment** will only be covered provided **you** have purchased the additional Winter Sports section
- Green fees and hired golf equipment will only be covered provided you have purchased the additional Golf section
- Costs associated with a sport or activity will only be covered providing your policy covers you for that sport or activity.

Public Transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable, and pre-booked taxis.

Redundant/Redundancy

Being made unemployed through the loss of permanent paid employment (except voluntary redundancy) and at the time of purchasing the policy you, or your travelling companion had no reason to suspect that you would be made redundant.

Regional quarantine

Any period of restricted movement or isolation, including national lockdowns, within **your home area** or destination country imposed on a community or geographic location, such as a county or region, by a government or public authority.

Ski Equipment

Skis (including bindings), ski boots, ski poles and snow boards.

Ski Pack

Ski school fees, lift passes and hired ski equipment.

Sports Equipment

Items that are usually worn, carried, used or held in the course of participating in a recognised sport. These items are only covered if in connection with a sport or activity which this policy covers **you** to participate in.

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Terrorist Action

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, 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 applies:

- a) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- b) 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;
- c) 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.

Travelling Companion

Any person with whom **you** are travelling/staying or have arranged to travel/stay with. This person does not have to be insured by **your** policy.

Trip(s)

The period of time spent away from **your home** on pre-booked business or leisure travel.

If single **trip** cover is selected cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule.

Trips outside of the UK must start and end in your home area.

Where **you** have selected an annual multi **trip** policy if any **trip** exceeds the maximum duration of any **trip** is shown in **your** policy schedule. If any **trip** exceeds **your** maximum number of nights there is no cover under this policy for any additional nights.

Where **you** have selected an annual multi **trip** policy **your** policy is valid for **UK** travel where **you** have at least 2 nights pre-booked accommodation or pre-booked transport at least 50 miles from **your home**, or travelling abroad where the **trip** starts and finishes in **your home** area.

UK

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

Unattended

When you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle.

Valuables

The below list (including any associated equipment):

- Jewellery,
- Watches (manual or automatic movement watches only, and excludes smartwatches and fitness trackers which are defined as Gadgets and not as Valuables),
- Telescopes,
- Binoculars.
- · Cameras (analogue cameras only and excludes digital cameras which are defined as Gadgets and not as Valuables

We/Us/Our

Inter Partner Assistance S.A. for all sections except Section 7 - Gadget Cover

You/Your/Yourself

See the definition of **insured person**

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About your insurance contract

Your policy is a legal contract between you and us.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However, **your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

Trusted Insurances is sold and administered by Taurus Insurance Services Limited which is an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised to passport general insurance intermediary services into the UK. Registered with the Financial Conduct Authority in the UK under registration number 444830.

The Insurer

This policy is underwritten by Inter Partner Assistance S.A. which is part of the AXA Group (except Section 7 - Gadget Cover).

Inter Partner Assistance S.A is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Section 7 – Gadget Cover

This insurance is arranged, and claims administered by Taurus Insurance Services Limited (Taurus) an insurance intermediary authorised and regulated in Gibraltar by the Financial Services Commission under permission number 5566 and authorised by the Financial Conduct Authority in the **UK** under registration number 444830.

The insurer is AmTrust Specialty Limited (ASL / AmTrust), whose registered office is Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom and it is registered in England number 01229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Contact them at www.fscs.org.uk or call them on 0207 741 4100.

Our part of the insurance contract is as follows

We provide the cover set out in your policy wording.

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Cancellation

We reserve the right to cancel the policy by providing 14 days notice by registered post to your last known address on the following grounds:

- a) If you make a fraudulent claim
- b) If you are or have been engaged in criminal or unlawful activities
- c) If any policy in **your** name is added to the Insurance Fraud Register
- d) If **you** use threatening or abusive behaviour or language towards our staff or suppliers. In each case no refund of premium will be made.

Duration

This policy lasts for a period of 12 months, or if it is for a single trip – Please refer to your policy schedule for your selected cover.

Renewing Your Annual multi-trip Policy

Unless you have advised us that you do not want your annual multi-trip policy to be automatically renewed, or you no longer meet the eligibility criteria, we will send you a renewal invitation approximately one month before your renewal date. This will include your premium for the next year based on your latest declaration, including information provided to us about pre-existing medical conditions. If you renew on a continuous payment method, we will automatically renew your policy each year using the payment details you have given us. Please contact us prior to your renewal date if you wish to renew using a different payment method and/or if you need to update the information you have given us about your pre-existing medical conditions or personal circumstances. If your pre-existing medical or personal circumstances have changed you must tell us. If you do not do so this may invalidate the cover provided.

How to opt-out of automatic renewals

Email us after you have purchased the policy at travel.sales@trustedinsurances.com or call us on 0330 053 4259.

Non-payment of premiums

Where **we** have been unable to collect a premium payment **we** will contact **you** in writing to request payment within 7 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been re- ceived and give you a further 7 days to pay the outstanding amount. If payment is not received by that date **we** will cancel the policy with immediate effect and notify **you** in writing.

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Cancellation period

You are free to cancel this policy at any time. If you wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, you may do so by contacting us on 0330 053 4259, or by emailing travel.insurance@trustedinsurances.com or writing to us for a full refund providing you have not travelled and no claim has been made.

If **you** cancel a single **trip** policy after the first 14 days of receipt of the documents **we** refund 65% of the premium paid, providing **you** have not travelled and no claim has been made.

If **you** cancel an annual multi-**trip** policy after the first 14 days of receipt (or after the renewal date) **we** will refund a portion of the premium depending on the number of complete months remaining on **your** policy providing **you** are not on a trip at the time the policy is cancelled and no claim has been made since the policy was issued or renewed.

Conditions which apply to your policy

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown in the 'Exclusions and conditions' section. If **you** do not keep to these conditions, **we** may decline **your** claim.

You must prevent loss, theft or damage

All persons covered by **your** policy must take reasonable steps to prevent loss, theft or damage to everything covered under **your** policy. **You** should not put **yourself** at needless risk (except in an attempt to save human life).

Failure to take reasonable steps to prevent loss, theft or damage will result in a deduction from any claim payment, or may result in **your** claim being declined in full.

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Reciprocal Health Agreements

If you are travelling to a country which has a reciprocal health agreement with your home area you are entitled to benefit from the health care arrangements which exists between the country you are visiting and your home area.

If **we** agree to pay for a medical expense which has been reduced because **you** have used a reciprocal health agreement or private health insurance, **we** will not deduct the **excess** under Section 2 – Medical emergency and repatriation expenses.

If travelling within the EU **you** can apply for a GHIC either online <u>Applying for healthcare cover abroad (GHIC and EHIC) - NHS (www.nhs.uk)</u> or by telephoning 0300 330 1350.

If travelling outside of the EU visit Healthcare abroad - NHS (www.nhs.uk)

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Pre-existing medical conditions

You must comply with the following conditions to have the full protection of your policy.

You must tell us of all your pre-existing medical conditions. If you fail to declare any pre-existing medical conditions we may refuse to deal with your claim or reduce the amount of any relevant claims, even if a claim is not related to an undisclosed pre-existing medical condition.

It is a condition of this policy that **you** will not be covered under the following sections:

- Section 1 Cancellation or Cutting Short your Trip
- Section 2 Medical Emergency and Repatriation Expenses
- Section 6 Personal Accident
- Section 10 Cruise cover
- 1. At the time of taking out this policy:
 - a. Any **pre-existing medical condition(s)** that **you** have unless **you** have contacted **us** on 0330 053 4259 or completed a medical screening online and **we** have agreed, in writing, to cover **your pre-existing medical conditions**
 - b. Any medical condition(s) you have been referred for investigations at a hospital, clinic or nursing home but which you have not yet had a diagnosis
 - c. Any medical condition you are aware of but for which you have not had a diagnosis.
 - d. Any **medical condition** affecting **you**, a **close relative** or a **colleague** that **you** are aware of, that could reasonably be expected to result in a claim on this policy.

2. At any time from:

- a. Any **medical condition you** have which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite this **you** still travel.
- b. Any surgery, treatment or investigations for which **you** intend to travel to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
- c. Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
- d. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

If your health changes after the start date of your policy and the date your travel tickets or confirmation of booking were issued, you should check with your medical practitioner that you are fit to travel.

You will not be covered under Section 2 – Medical emergency and repatriation expenses if you travel against medical advice. You may be able to claim under Section 1 – Cancelling or cutting short your trip if this is medically necessary.

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Sports and other activities

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational basis during any **trip**. Any involvement in these sports and/or activities is subject to **you** following local laws and regulations and the use of recommended safety equipment. **You** are not covered when participating in any sport professionally, or whilst racing or during a competition.

There is no cover under Section 5b - Personal liability for those sports or activities marked with an *

- Abseiling (within organisers guidelines)
- Administrative, clerical or professional occupations*
- Aerobics
- Amateur athletics (track and field)
- Amusement parks (within organisers guidelines)
- Archaeological digging (use of hand tools only)
- Archery
- Badminton
- Banana boating/donuts/inflatables behind power boat*
- Baseball (amateur)
- Basketball (amateur)
- Beach games
- Bicycle riding/Cycling wearing a helmet where required (excluding any participation in extreme events, racing or competitions) height restricted to maximum of 2,500 metres above sea level
- Billiards/snooker/pool
- BMX riding (wearing a helmet and no racing, stunts or obstacles) up to 2,500 metres above sea level
- Body boarding (boogie boarding)
- Bowls
- Breathing observation bubble (BOB)
- Bungee jumping/swoop within organisers guidelines and wearing appropriate gear
- Camel riding*
- Camp America counsellor*
- Canoeing (up to grade 2 rivers)
- Capoeira no contact dance movement only
- Caring for children* (au pair/nanny)
- Catamaran sailing* (if qualified and no racing)
- Clay pigeon shooting*
- Climbing (indoors on climbing wall only)
- Cricket (amateur)
- Croquet
- Cross country running
- Curling (amateur)
- Dancing (including instruction)
- Deep sea fishing
- Dinghy sailing (no racing) *

- Driving motorised vehicles* (excluding Quad bikes and Buggies)
 for which you are licenced to drive in the UK (other than in races,
 motor rallies or competitions) and wearing a helmet if driving a
 motorbike, moped, scooter, Segway or assisted bicycle and
 wearing a seatbelt when travelling in a motorised vehicle where a
 seatbelt is available for use
- Falconry*
- Fell walking/running (up to 2,500 metres above sea level)
- Fencing (training only)
- Fishing
- Fives
- Flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- Flying fox (cable car)
- Football (amateur only, no coaching and not main purpose of trip)
- Freefall/sky diving simulator (within organisers guidelines)
- Frisbee/ultimate frisbee
- Glass bottom boats/bubbles*
- Go karting* (amateur only and within organisers guidelines)
- Golf
- Great Wall of China
- Handball (amateur)
- Helicopter rides (as a fare paying passenger in a fully licensed passenger carrying aircraft)
- Hobie catting* (if qualified and no racing)
- Horse riding *(wearing a helmet and excluding competitions, racing, jumping and hunting)
- Hot air ballooning (organised pleasure rides only)
- Hovercraft driving/passenger*
- Hurling (amateur only and not main purpose of trip)
- Husky/horse/reindeer sledging or sleigh riding (as an activity as a passenger only with a local driver and not on snow)
- Hydro zorbing
- Indoor climbing (on climbing wall)
- Indoor skating/skateboarding (wearing pads and helmets)

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- Inline skating/roller blading (wearing pads and helmets)
- Javelin throwing (amateur)
- Jet boating* (excluding racing and/or competitions)
- Jogging
- Karting* (wearing a helmet and no racing)
- Kayaking (up to grade 2 rivers)
- Kayaking sea (within sight of land)
- Korfball (amateur)
- · Netball (amateur)
- Octopush
- Orienteering
- Paint balling/war games* (wearing eye protection)
- Parasailing/parascending over water*
- Pedalos
- Pilates
- Pony trekking (wearing a helmet)*
- Power boating*
- Racket ball
- Rambling
- Refereeing (amateur only)
- Ringos (not on snow)*
- Roller skating/blading/in-line skating (wearing pads and helmets)
- Rounders (amateur)
- Rowing (no racing)
- Running (non-competitive, not part of a triathlon and not a marathon of any type)
- Safari trekking/tracking in the bush (must be organised tour)
- · Sail boarding/wind surfing
- Sailing/yachting* (if qualified or accompanied by a qualified person and no racing)
- Sand boarding/sand dunes/dune sliding/sand surfing/ sand skiing
- Scuba diving up to depth of 18 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after your last dive)
- Sea canoeing/kayaking (within sight of land)

- Segway riding* (organised tours only, wearing correct safety equipment including a helmet)
- Shooting/small bore target/rifle range shooting (within organisers guidelines) *
- Skateboarding (wearing pads and helmets)
- Sledging/sleigh riding as a passenger (pulled by a horse or reindeer) with a maximum of 2 nights for Lapland trips
- Snorkelling
- Softball (amateur)
- Spear fishing (without tanks)
- Speed sailing* (no racing)
- Squash
- Students working as counsellors or university exchanges for practical course work* (non-manual)
- Surfing (including on-board surf simulators)
- Swimming (excluding competitions or racing)
- Swimming with dolphins
- Swimming/bathing with elephants
- Sydney harbour bridge (organised and walking across clipped onto a safety line)
- Table tennis
- Tall ship crewing* (no organised events or competitions)
- Ten pin bowling
- Tennis
- Trampolining
- Tree canopy walking
- Trekking/hiking/walking/hill walking up to 2,500 metres above sea level
- Tug of war
- Volleyball
- Wake boarding*
- Water polo (amateur)
- Water skiing/water ski jumping*
- Whale watching
- White water canoeing/kayaking/touring/ rafting up to grade 2 rivers
- Wind surfing/sailboarding
- Wind tunnel flying (pads and helmets to be worn)
- Yoga
- Zap cats*(if qualified or accompanied by a qualified person and no racing)

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- Zip Lining/trekking (safety harness must be worn)
- Zorbing/hydro zorbing/sphering

Additional sports and activities

Sports and activities that can be covered if the additional premium has been paid and shown as purchased in **your** policy schedule.

There is no cover under Section 5b - Personal liability for those sports or activities marked with an *

- Assault course (amateur only and not main purpose of the trip)
- Bamboo rafting (up to grade 3 rivers)
- Bar/restaurant work*
- Beauty therapist*
- Blokarting/land sailing/sand sailing *
- Body building*
- Bungee slingshot (within organisers guidelines and wearing the appropriate gear)
- Bungee trampolining (within organisers guidelines and wearing the appropriate gear)
- Canoeing (grade 4 and above rivers)
- Canoeing (up to grade 3 rivers)
- Dune/wadi buggying/bashing*
- Elephant polo
- Field hockey
- Fruit or vegetable picking
- Grass skiing
- Gymnastics
- High diving (amateur only and not main purpose of the trip)
- Hiking between 2,501 and 3,500 metres above sea level
- Judo* (amateur only and not main purpose of the trip)
- Karate* (amateur only and not main purpose of the trip)
- Kayaking (grade 4 and above rivers)
- Kayaking (up to grade 3 rivers)
- Lacrosse (amateur only and not main purpose of the trip)
- Marathon running (amateur only and not main purpose of the trip)
- Minjin swinging

- Mixed gas diving (nitrox/trimax and not commercial) to 30 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after **your** last dive)
- Mixed gas diving (nitrox/trimax and not commercial) to 40
 metres (if qualified or accompanied by qualified instructor and
 not diving alone, not involved in cave diving and not involved
 in air travel until more than 24 hours have elapsed after your
 last dive)
- Mud buggying*
- Occasional light manual work *(but not including the use of tools and machinery)
- · Pot holing
- Retail trade including manual work* (but not including the use of power tools and machinery)
- River tubing
- Roller hockey (amateur only and not main purpose of the trip)
- Rugby (amateur only and not main purpose of the trip)
- Scuba diving to 30 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after your last dive)
- Scuba diving to 40 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after your last dive)
- Sky jumping (from Sky Tower in Auckland, New Zealand only)
- Street hockey (wearing pads and helmets)
- Street luge\wicker basket tobogganing (as a passenger only)
- Superintendance of manual work*
- Tai chi
- Trekking/hiking/walking/hill walking up to 2,501 to 3,500 metres above sea level
- Tubing
- Via ferrata
- White water canoeing/kayaking/touring up to grade 4 rivers
- White water rafting (up to grade 4 rivers within organisers guidelines)

Important conditions relating to your policy

- Where you have selected an annual multi trip policy the maximum duration of any one trip is shown on your policy schedule. If any
 trip exceeds the maximum nights shown on your policy schedule there is no cover under this policy for any additional nights.
- Your policy automatically extends to provide cover if you are unable to return home by the end of the insurance period due an event which is covered under the policy, providing you accept alternatives offered and don't intentionally delay your return.
- Where **you** have selected an annual multi **trip** policy **your** policy is valid for travel within **your home** area where **you** have least 2 nights pre-booked accommodation or pre-booked transport at least 50 miles from **your home**, or travelling abroad where the **trip** starts and finishes in **your home** area.
- Your policy covers only persons permanently resident in the UK and registered with a UK GP.
- Claims will only be considered if the cause of the claim falls within the insurance period.

Important Telephone Numbers

If you are abroad and you require medical assistance please call:	+44 (0) 330 678 3032
To discuss your policy please call:	0330 053 4259
To discuss a claim (except under Section 7 - Gadget) please call:	0330 678 3032 https://www.trustedinsurances.com/travel/ make-a-claim
To discuss a claim for Gadget please call:	0330 053 4261

Making a claim

If you are abroad and need urgent assistance please contact the Medical Assistance Service on +44 (0) 330 678 3032

How to make a claim for any of the following:

For all claims follow these steps:

Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require. All claims evidence must be supplied at **your** own expense.

Register **your** claim online at https://www.trustedinsurances.com/travel/make-a-claim or telephone the Customer Helpline listed in the 'Important telephone numbers' section as soon as reasonably possible with **your** policy number.

To register a claim for Gadget https://tiga.taurus.claims/#/home

Please remember to keep copies of all correspondence you send to us for your future reference.

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Claims evidence

In all claims you must provide details of any household, travel or other insurance under which you could also claim.

Claims evidence will be at your own expense.

Section 1 - Cancelling or cutting short a trip

To make a claim under this section of your policy where relevant you must provide us with:

- Tour Operator's booking invoice or other evidence of your trip.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses
- Tour Operator's cancellation invoice or unused flight tickets.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Confirmation from a medical practitioner that you or your travelling companion are not fit to travel.
- Confirmation from the Clerk of the Courts office that you are required for Jury Service or as a witness in a court of law.
- Confirmation from your employer/your travelling companion's employer of redundancy and period of employment or leave cancelled.
- A letter from your tour operator's representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to Public Transport from the company involved.
- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as
 possible after that.
- Confirmation from a relevant authority that you have been instructed to stay at/return home.
- A copy of a death certificate, where appropriate.

Section 2 - Medical emergency and repatriation expenses

To make a claim under this section of your policy where relevant you must provide us with:

- Receipts or bills for all in-patient/outpatient treatment or emergency dental treatment received.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and (if travelling in Europe) a copy of your
 Global Health Insurance Card (GHIC).
- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for,
 including calls to the Emergency Medical Assistance Service.
- Proof of your admittance to hospital including the reason why you were admitted.

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- In the event of death, a copy of the death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Information and medical history from your GP (if this is requested you may need to sign a release form with your surgery to obtain this).
- Details of any travel, private medical or other insurance under which you could also claim.
- A police report including crime reference number or incident report, from the local Police in the country where the mugging took
 place.

Section 3 - Disruption or delay to travel plans

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of your trip.
- Tour Operator's cancellation invoice or unused flight tickets.
- Confirmation from the carrier of the reason and duration of your delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for your vehicle.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- A report from the appropriate authority confirming the hijack and the duration

Section 4 – Personal belongings and money

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Courier's report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately you are aware of an incident).
- A Police report including crime reference number or incident report, from the local Police in the country where the incident
 occurred for all loss, theft or attempted theft
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.).
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate.
- Household Contents policy details.
- All travel tickets and tags for submission.
- A letter from the carrier confirming the number of hours your personal baggage was delayed for.

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Section 5 - Legal and liability

Section 5a - Legal expenses and assistance

To make a claim under this section of your policy where relevant you must provide us with:

- Tour Operator's booking invoice or other evidence of your trip.
- Relevant documentation and evidence to support your claim, including photographic evidence.
- Details of any travel or other insurance under which you could also claim.

Section 5b - Personal liability

To make a claim under this section of your policy where relevant you must provide us with:

- Tour Operator's booking invoice or other evidence of your trip.
- Any claim form, summons, or other legal document as soon as **you** receive them.
- Any reasonable information or help we need to deal with the case and your claim.

Section 6 - Personal accident

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of your trip.
- Detailed medical report from **your** consultant.
- Confirmation of executor or administrator of the estate.
- A copy of a death certificate, where appropriate.

Section 7 – Gadget Cover

To make a claim under this section of your policy, where relevant, you must provide us with:

- Proof of purchase
- Proof that **your gadget** has been in use before the event giving rise to the claim.
- Photographic ID
- Proof of Address
- A Police Report in the event of theft, loss or malicious damage by a third party
- Proof of travel

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Section 8 – Winter Sports

(This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance schedule.)

To make a claim under this section of your policy, where relevant you must provide us with:

- Tour operator's booking invoice or other evidence of your trip.
- Tour operator's cancellation invoice or unused flight tickets.
- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report (PIR) from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report.

Section 9 - Golf

(This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance certificate)

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- · A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody
- · A letter from your tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report where applicable.

Section 10 - Cruise Cover

(This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance schedule.)

To make a claim under this section of your policy, where relevant you must provide us with:

- Tour operator's booking invoice or other evidence of your trip.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the carrier of the reason and duration of your delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for your vehicle.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Confirmation from **your cruise** operator confirming the reason **your** scheduled port visit was cancelled.
- Confirmation from your ship's medical officer that you were confined to your cabin and confirming the length of your confinement.

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Section	We will pay you up to (per trip)		
	Emerald	Ruby	Diamond
EXCESS - The excess is per person per incident, limited to two excess amounts if more than one insured person is claiming, per trip . * No excess is applicable for sections marked.			
If you have added the excess waiver to your policy this will remove the excess from any claim, this is optional, if you have purchased this cover it will be shown on your policy schedule.			
Excess	£75	£50	£25
Section 1 - Cancellation or Cutting Short your Trip			
Cancellation or Cutting Short your Trip	£2,000	£4,000	£6,000
Section 2 - Medical Emergency and Repatriation Expenses			
Medical Emergency and Repatriation Expenses	£5,000,000	£10,000,000	£15,000,000
Emergency Dental *	£500	£500	£500
Hospital Benefit (per 24 hours) *	£20	£25	£50
Hospital Benefit (total) *	£500	£750	£1,000
Mugging Benefit (per 24 hours) *	£20	£25	£30
Mugging Benefit (total) *	£200	£250	£300
Section 3 - Disruption or Delay to Travel Plans			
Missed Departure	£250	£500	£750
Travel Delay Benefit (per 12 hours) *	£25	£30	£50
Travel Delay Benefit total) *	£250	£300	£500
Travel Disruption (Abandonment)	£2,000	£4,000	£6,000
Pet Care (per 24 hours) *	£25	£50	£75
Pet Care (total) *	£250	£500	£750
Hijack (per 24 hours) *	£100	£200	£300
Hijack (total) *	£2,000	£4,000	£6,000

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Baggage **	£1,000	£2,500	£5,000
Single article limit	£300	£500	£700
Valuables **	£300	£500	£700
Delayed baggage (per 24 hours) *	£50	£100	£150
Delayed baggage (total) *	£250	£500	£750
Personal money	£250	£500	£750
Cash	£250	£500	£500
Cash (under 18) *	£50	£50	£50
Important documents *	£250	£250	£500
Section 5 - Legal and Liability			
Legal expenses and assistance *	£25,000	£25,000	£25,000
Personal Liability	£2,000,000	£2,000,000	£2,000,000
Section 6 - Personal Accident			
Death (aged 17 or under)	£1,000	£2,000	£2,000
Death (aged 18 or over)	£5,000	£10,000	£20,000
Loss of Limbs and/or Loss of Sight	£5,000	£10,000	£20,000
Permanent Total Disablement	£5,000	£10,000	£20,000
Section 7 - Gadget Cover			
Accidental or malicious damage, loss or theft	£750	£1,000	£1,000
Gadget Cover Extension (This section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Accidental Damage, Theft, Malicious Damage and loss	£1,000	£2,000	£3,000

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Section 8 – Winter Sports (This section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Winter sports equipment (owned)	£1,000	£1,000	£1,000
Winter sports equipment (hired)	£400	£400	£400
Single article limit	£500	£500	£500
Winter sports equipment hire (per 24 hours) *	£50	£50	£50
Winter sports equipment (total) * (following loss, theft or damage to owned ski equipment)	£500	£500	£500
Ski pack (per 24 hours) *	£50	£50	£50
Ski pack (total) *	£500	£500	£500
Piste closure (per 24 hours) *	£50	£50	£50
Piste closure (total) *	£500	£500	£500
Avalanche and Landslide cover (per 24 hours) *	£50	£50	£50
Avalanche and Landslide cover (total) *	£500	£500	£500
Physiotherapy in the UK	£350	£350	£350
Section 9 – Golf (This section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Golf equipment	£1,500	£1,500	£1,500
Single article limit	£300	£300	£300
Golf equipment hire (per 24 hours) *	£50	£50	£50
Golf equipment hire (total) *	£500	£500	£500
Green fees (per 24 hours) *	£50	£50	£50
Green fees (total) *	£500	£500	£500

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Section 10 – Cruise Cover			
(This section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Missed port (per port) *	£100	£100	£100
Missed port (total) *	£500	£500	£500
Cabin confinement (per 24 hours) *	£100	£100	£100
Cabin confinement (total) *	£1,000	£1,000	£1,000
Unused excursions	£500	£500	£500
Additional Baggage	£1,000	£1,000	£1,000
Single article limit	£500	£500	£500

^{**}Claims settled on a new for old basis.

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Exclusions and conditions

These conditions apply throughout **your** policy. **You** must comply with them to have the full protection of **your** policy. If **you** do not comply with them **we** may take one or more of the following actions:

- · Cancel your policy
- Declare your policy void (treating your policy as if it never existed)
- Change the terms and/or premium of your policy
- Refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.
- 1. Providing accurate and complete information

When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete. Failure to do this may impact or invalidate any **claim you** make.

2. Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your policy schedule changes during the insurance period.

- 3. We may not pay your claim if you do not:
- Take all possible care to safeguard against accident, injury, loss, damage or theft.
- Give us full details of any incident which may result in a claim under your policy as soon as is reasonably possible.
- · Pass on to us every claim form, summons, legal process, legal document or other communication in connection with the claim.
- Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **your** household insurance). **We** will only ask for information relevant to **your** claim.
- 4. You must not admit liability for any event, or offer to make any payment, without our prior written consent.
- 5. 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.
- 6. You must start each trip from your home or place of business in the UK and return to your home or place of business in the UK at the end of each trip.
- 7. You agree that we can:
- Make **your** policy void where any claim is proven to be fraudulent.

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- 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** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants.
- Take over and act in your name in the defence or settlement of any claim made under your policy.
- Take over proceedings in your name but at our expense to recover for our benefit the amount of any payment made under your policy.
- 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.
- **8.** We will not pay **you** more than the amounts shown in the policy limits and **excess** section, these are subject to per person and per **trip** limits.
- 9. 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.
- 10. No **insurer** shall be deemed to provide and no **insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim of such benefit would expose that **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, **UK** or United States of America.

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General exclusions applying to your policy

Your policy does not cover you for any claim directly or indirectly resulting from any of the following:

- 1. Under all sections, any claim arising from a reason not listed under What is covered.
- 2. Pre-existing medical conditions as described in Pre-existing medical conditions section.
- 3. Any claims where you were not fit to undertake your trip when booking your trip or purchasing your policy whichever is the later.
- 4. Your failure to obtain any recommended vaccines, inoculations or medications prior to your trip.
- 5. Your inability to travel due to your failure to hold, obtain or produce a valid passport or any required visa in time for the booked trip.
- 6. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior to purchasing **your** policy or booking or booking **your trip**
- war.
- invasion,
- acts of foreign enemies,
- · hostilities or
- warlike operations (whether war be declared or not),
- civil war,
- terrorist action,

- rebellion,
- revolution,
- insurrection,
- · civil commotion and/or
- civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
- Nuclear, chemical or biological attack.
- 7. Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which you are travelling has advised against all or all but essential travel (cover will be excluded under all sections other than claims arising from new FCDO advice resulting in you not being able to travel or cutting short the trip before completion, as provided for under Section 1 Cancelling or cutting short a trip). For example if you book a trip to an area the FCDO has advised against all or all but essential travel and that advice was in place when you booked and you have to claim, no cover will be in place.
- 8. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
- 9. Engaging in sports or activities which are not covered on **your** policy, there are many sports and activities which are covered as standard under the policy, please refer the Sports and Activities Section.
- **10. Your** wilfully self-inflicted injury or illness.
- Any claim related to euthanasia.
- **12.** You are not covered for any claim arising directly or indirectly from:
 - Your consumption of alcohol, drugs and/or solvents impairing your physical ability and/or judgement.
 - You abusing alcohol, drugs and/or solvents.
 - You suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal.
- 13. You putting yourself at needless risk (except in an attempt to save human life).

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- 14. Your own unlawful action or any criminal proceedings against you.
- 15. Where **you** have selected an annual multi **trip** policy the maximum duration of any one **trip** is shown in **your** policy. If any **trip** exceeds the maximum number of nights there is no cover under this policy for any additional nights.
- **16.** Your manual work involving the lifting or carrying of heavy items in excess of 25 kgs, use of power tools or machinery, work involving the use of scaffolding or ladders, working at a height above 6m, any electrical or construction work or any form of work underground.
- 17. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease or not being able to enjoy the **trip** due not enjoying **your trip** due to poor weather.
- 18. Any amount recoverable from any other source.
- **19.** You gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times. When travelling you must adhere to the guidelines issued for controlled areas, swimming pools etc.
- **20. You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any part of any building to another (apart from stairs, ramps or walkways) and falling, regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
- 21. Any claim where you are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.
- 22. Any claim where you are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
- 23. Any person not insured or named on this policy. This policy is not intended to cover any costs which relate to anybody not insured on this policy; with this in mind please ensure that all persons travelling have sufficient insurance to cover their needs. This applies even where **you** have paid for the additional costs for example, if **you** have paid for another persons travel or accommodation costs. The only exception to this is if cover is agreed for someone to remain with you in the event of an illness or injury and the Medical Assistance team agree for another person to remain with **you**.
- 24. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
- 25. Loss or damage due to depreciation (loss in value), variations in exchange rate.
- 26. Failure of air traffic control, airport computer systems or any travel booking systems, including loss of access, use, loss of data and system failure caused by a **cyber attack**.

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Section 1 - Cancelling or cutting short a trip

Introduction

The purpose of this section is to help **you** if **you** have to cancel or **cut short your trip** as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide cover for it under this policy. **You** may also be covered by **your** credit/debit card provider if the services you've paid are not provided as agreed e.g. if company becomes insolvent.

For further information on the cover provided by your tour operator, your airline or your credit/debit card provider please contact them directly.

The Denied Boarding Regulation (Regulation 261/2004 EC)

You may be entitled to compensation from your airline under The Denied Boarding Regulation (Regulation 261/2004 EC) if your flight:

- Departs from an EU airport, it can be operated by any airline, and/or
- Arrives at an EU airport and is operated by an EU airline

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly in the event of one of the following:

- Denied Boarding Have you been denied boarding because the airline did not have enough seats on the flight?
- 2. Cancelled Flight Has your flight been cancelled?
- 3. Long Delays Has your flight been delayed for three hours or more?
- 4. Baggage Has your checked-in baggage been damaged, delayed or lost?
- 5. Injury and Death by Accident(s) Have you been injured during your flight?
- 6. Package Holidays Did you get what you booked? For full

details of your entitlements, visit

Delays and cancellations | UK Civil Aviation Authority (caa.co.uk)

What is covered

Cover for cancelling a trip

We will pay you up to the amount shown in the Table of Benefits for your proportion only of your irrecoverable unused travel and accommodation costs and other pre-paid charges if you have to cancel your trip following any of the reasons which are shown in the table below.

Cover for cutting short your trip

We will pay you up to the amount shown in the Table of Benefits for your proportion only of your unused travel and accommodation costs and other pre-paid charges together with any reasonable additional travel and expenses if you have to cut short your trip following any of the reasons which are shown in the table below

If you need to cancel or cut short your trip, any pre-paid charge relating to winter Sports will only be covered if you have paid the premium for the additional cover.

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Cover for the following events:	Cover for cancelling a trip	Cover for having to cut short your trip
The death, injury, illness, disease, or pregnancy complication of you, your travel companion, your close relative or your colleague	✓	V
Compulsory personal quarantine , jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of you or your travelling companions or the Police or other authorities requesting you to stay at or return home	√	V
Redundancy of you or your travel companion	V	V
You or your travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	V	√
The Travel Advice Unit of the Foreign, Commonwealth & Develop- ment Office (FCDO) or other regulatory authority in a country which you are travelling to advising against all travel or all but essential travel within 21 days of your departure date, but not including where advice is issued due to a pandemic or regional quarantine	√	
The Travel Advice Unit of the Foreign, Commonwealth & Develop- ment Office (FCDO) or other regulatory authority in a country in which you are travelling in advising you to evacuate or return to your home area , providing the advice came into force during your		√
Insolvency of the accommodation providers or their booking agents or catastrophe	V	V
No suitable alternative public transport is provided within 6 hours of the scheduled time of departure following delay or cancellation of your public transport , or you being involuntarily denied board- ing (because there are too many passengers for the seats available)	√	
Theft of your passport and/or visa within the 72 hours before your scheduled time of departure if you are due to travel outside your home area or during your trip meaning you are unable to continue your trip	√	V

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Table of Benefits

Failing to arrive at the international departure point in time to board the public transport on which you are booked to travel, and you are unable to		
arrange alternative public transport which results in you missing 50% or more		
of your trip , as result of:		
A. the failure of other public transport or	\checkmark	
B. an accident to or breakdown of the vehicle in which you		
are travelling or		
C. an accident, breakdown or an unexpected traffic incident hap- pening		
which causes an unexpected delay or		
D. adverse weather conditions		
Your public transport provider rearranging your departure or return within 7	. /	
days of your original planned departure and the new	V	
schedule means you missing 50% or more of your trip		

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return home prior to having to cut short your trip for any of the reasons listed above.
- 2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- 3. You must provide a written police report as evidence if a claim is made due to the theft of your passport and /or visa.

What is not covered

- 1. The excess.
- 2. Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short** of the **trip**.
- 4. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip**. In addition if **you** have not purchased a return ticket, **we** will not cover any costs incurred whilst returning **you** to **your home** unless agreed by the Emergency Medical Assistance Service.
- 5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- **6. Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section.
- 7. Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
- 8. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.

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- 9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement in a Timeshare or Holiday Property Bond scheme.
- 10. Any cancellation claims relating to loss or theft of **your** passport or visa if left **unattended** at any time, unless stored securely in **your home**. During **your trip you** will not be covered to **cut short your trip** due to loss of **your** passport unless it was deposited in a safe, safety deposit box or left in locked accommodation.
- 11. Any unused or additional costs incurred by **you** which are recoverable from:
 - a. The providers of the accommodation, their booking agents, travel agent or compensation scheme.
 - b. The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
 - c. Your credit or debit card provider or Paypal.
- 12. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 13. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice
- 14. Denied boarding due to **your** anti-social behaviour, drug use, alcohol or solvent abuse or **your** inability to provide any valid **important documents** or other documentation required by the **Public Transport** operator or their handling agents.
- 15. Pregnancy, without any accompanying pregnancy complication. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- 16. The death or illness of any pet or animal.
- 17. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 18. Any claim due to a regional quarantine.
- 19. Any claim from you not wanting to travel due to the need to quarantine on return to your home area.
- 20. Your inability to travel due to you not producing vaccine certificates, medical tests/documents which are needed to travel.
- 21. Any additional costs for tests/documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not.
- 22. Your unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the public transport operator.
- 23. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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Section 2 - Medical emergency and repatriation expenses

Introduction

The purpose of this section is to help **you** if **you** require unforeseen emergency medical treatment whilst on a **trip**. Under certain circumstances, **you** may be covered by a reciprocal health agreement, **you** can find out more about these under the Reciprocal Health Agreement Section.

What is covered

We will pay you up to the amount shown in the Table of Benefits for the following expenses which are necessarily incurred during a trip as a result of you suffering unforeseen injury due to an accident, illness, disease and/or personal quarantine:

- 1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of your home area.
- 2. Emergency dental treatment for the immediate relief of pain only incurred outside of your home area.
- 3. Up to the amount shown in the Table of Benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner** and towards meal expenses for a nominated person who is staying or travelling with **you**.
 - An additional benefit is payable if **your** hospitalisation is as a result of being mugged.
- 4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem for which **you** are able to provide evidence.
- 5. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
- 6. If you die outside your home area the cost of funeral expenses abroad plus the cost of returning your ashes or your body to your home.

 If you die on a trip within your home area the reasonable additional cost of returning your ashes or body to your home.
- Additional transport and/or accommodation expenses incurred, up to the standard of your original booking, if it is medically
 necessary for you to stay beyond your scheduled return date.
 - a. This includes, with the prior authorisation of the Emergency Medical Assistance Service:
 - Reasonable additional transport and/or accommodation expenses for someone to stay with you or travel to you
 from the UK or escort you home.
 - c. Additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket.
 - d. Reasonable additional accommodation expenses if **you** have to move accommodation nearer the hospital following the extended stay.
 - e. Reasonable taxi or hire car costs for **your** travel to and from the hospital only.
- 8. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise, if the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured **insured person**.
- 9. Reasonable costs for one person or a specialist vehicle recovery company to collect and return **your** vehicle if **you** were not able to drive the vehicle to **your home** following **your** illness/injury/death.

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Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- 1. You must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an accident, illness or disease which requires your admittance to hospital as an in-patient or before any arrangements are made for your repatriation.
- 2. If you suffer injury due to an accident, illness or disease we reserve the right to move you from one hospital to another and/or arrange for your repatriation to the UK at any time during the trip. We will do this, if in the opinion of the Emergency Medical Assistance Service or us (based on information provided by the medical practitioner in attendance), you can be moved safely and/or travel safely to your home area or a suitable hospital nearby to continue treatment.
- 3. This is not a private medical insurance policy. The intention of this section is to pay for emergency medical/surgical/ dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. Our decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.

If you do not accept our decisions and do not want to be repatriated, then we will not provide any cover under the following sections:

- Section 1 Cancelling or cutting short a trip
- Section 2 Medical emergency and repatriation expenses
- Section 6 Personal accident

We will then refuse to deal with claims from you for any further treatment and/or your repatriation to your home area. Cover for you under all other sections will continue for the remainder of your trip.

What is not covered

- 1. The excess except under point 3 of What is covered.
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.
- 4. Any claim caused by participating in a winter sports activity unless **you** have purchased the upgrade and it is shown as purchased in **your** schedule
- 5. Pregnancy, without any accompanying pregnancy complication. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- 6. Pre-existing medical conditions as described in the pre-existing medical conditions section unless we have agreed in writing to cover you.
- 7. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**. In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.

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- 8. Any claims arising directly or indirectly from:
 - a. The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.
 - b. Any expenses which are not usual, reasonable or customary to treat your injury due to an accident, illness or disease.
 - c. Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or us (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
 - d. Expenses incurred in obtaining, replenishing or replacing medication, which you know you will need at the time of departure or which will have to be continued whilst on your trip. Where possible and with the agreement of your medical practitioner, you should always travel with plenty of extra medication in case of travel delays.
 - e. Additional costs arising from single or private room accommodation.
 - f. Treatment or services provided by a health spa, convalescent, physiotherapist or nursing home or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
 - g. Any costs incurred by you to visit another person in hospital or costs incurred by others to visit you in hospital.
 - h. Any expenses incurred after **you** have returned to **your home area**.
 - i. Any expenses incurred in the UK:
 - i. for private treatment, or
 - ii. which are funded by, or are recoverable from the Health Authority in your usual country of residence, or
 - iii. which are funded by a reciprocal health agreement between these countries and/or islands.
 - j. Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
 - k. Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.
- 9. Expenses incurred for medical tests required in the area **you** are travelling to/in/from or returning to **your home area**, or by the **public transport** provider (unless specifically needed for a repatriation arranged by **our** Emergency Assistance Line).
- 10. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

You should also refer to the Pre-existing medical conditions section.

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Section 3 - Disruption or delay to travel plans

Introduction

The purpose of this section is to help **you** if **you** experience certain disruptions to **your** travel plans and **you** are left out of pocket. However, under certain circumstances, **your** tour operator or transport provider may be responsible for providing assistance and compensation. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide the same cover under this policy. **You** may also be covered by **your** credit/debit card provider if the services you've paid for are not provided as agreed e.g. if a company becomes insolvent.

For further information on the cover provided by **your** tour operator, **your** airline visit or **your** credit/debit card provider please contact them directly.

The Denied Boarding Regulation (Regulation 261/2004 EC)

You may be entitled to compensation from your airline under The Denied Boarding Regulation (Regulation 261/2004 EC) if your flight:

- Departs from an EU airport, it can be operated by any airline, and/or
- Arrives at an EU airport and is operated by an EU airline

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly in the event of one of the following:

- 1. Denied Boarding Have you been denied boarding because the airline did not have enough seats on the flight?
- 2. Cancelled Flight Has your flight been cancelled?
- 3. Long Delays Has your flight been delayed for three hours or more?
- 4. Baggage Has your checked-in baggage been damaged, delayed or lost?
- 5. Injury and Death by Accident(s) Have you been injured during your flight?
- 6. Package Holidays Did you get what you booked?

For full details of your entitlements, visit Delays and cancellations | UK Civil Aviation Authority (caa.co.uk)

What is covered

Missed Departure

If you fail to arrive at the departure point in time to board the public transport on which you are booked to travel as a result of:

- the failure of other public transport or
- 2. an accident to or breakdown of the vehicle in which you are travelling or
- 3. an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or
- 4. strike or adverse weather conditions,

Then we will pay you up to the amount shown in the Table of Benefits for reasonable additional accommodation (room only) and public transport costs (economy only) so that you may continue your trip.

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Delayed Arrival

If you arrive later than planned at your destination due to a delay of public transport we will pay you up to the amount shown in the Table of Benefits.

- · An additional benefit is payable if your arrival is delayed as a result of the public transport in which you are travelling being hijacked.
- An additional limit is payable for claims where a delay to **your** return flight means **you** incur additional kennel or cattery fees, as displayed in the Table of Benefits

Travel Disruption

We will pay you up to the amount shown in the Table of Benefits for your reasonable additional accommodation and public transport travel expenses (up to the standard of your original booking) so that you may continue your trip is disrupted due to:

- a catastrophe or
- the insolvency of the accommodation provider, or their booking agents or
- the **public transport** on which **you** were booked to travel being cancelled or delayed (as shown in the Table of Benefits), diverted or redirected after take-off or
- you are involuntarily denied boarding and no suitable alternative is offered within the timeframe shown in the Table of Benefits.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- 1. You must seek financial compensation, assistance or a refund of your costs from your travel provider and invoke your rights under EU Air Passenger Rights legislation in the event of cancellation or delay of flights if applicable.
- 2. You must allow enough time to arrive at the departure point and check in for your outward or return journey

What is not covered

- 1. The excess except under 2 of What is covered.
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- 4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within 7 days of booking any **trip**. An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.
- 5. Any unused or additional costs incurred by **you** which are recoverable from:
 - a. The providers of the accommodation, their booking agents, travel agent or compensation scheme.
 - b. The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
 - c. Your credit or debit card provider or Paypal.
- 6. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within the timeframe shown in the Table of Benefits of the scheduled time of departure.

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7. Claims arising from:

- a. Breakdown of any vehicle owned by **you** which has not been maintained in accordance with manufacturer's instructions or in the event of an **accident** or breakdown when a repairers report is not provided.
- b. Any costs incurred as a result of **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider.
- c. Any property maintenance costs or fees incurred by **you** as part of **your** involvement in a Timeshare or Holiday Property Bond scheme are not covered.
- d. Any inbound public transport cancelled by a provider due to you missing your outbound public transport.
- 8. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.
- 9. Any claim where you were unable to take your public transport due to delays in security and/or customs.
- 10. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice
- 11. Your inability to travel due to you not producing vaccine certificates, medical tests/documents which are needed to travel.
- 12. Your unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the public transport operator.
- 13. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
- 14. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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Section 4 - Personal belongings and money

Introduction

The purpose of this section is to help **you** in the event of something happening to **your** suitcases (or containers of a similar nature), their contents, **sports equipment** and **your personal money**. Below explains the cover **we** provide if **your** articles are lost, stolen or damaged.

What is covered

- We will pay you up to the amount shown in the Table of Benefits for the following items if they are accidentally lost, damaged or stolen whilst on your trip.
 - a. Baggage
 - b. Valuables
 - c. Replacement of essential items if lost in transit due to carrier error during the outward journey
 - d. Personal money
 - e. Cash

If you have to claim you will be entitled to the full replacement cost of your items, with no depreciation or deductions for wear and tear.

2. We will pay you up to the amount shown in the Table of Benefits to obtain a replacement of your important documents which have been lost, damaged or stolen whilst outside of your home area. This is to enable you to return home or continue your trip.

The intention of this is to help pay for travel and accommodation costs in getting to the embassy to obtain suitable replacements. **You** must check whether any temporary documentation will enable **you** to continue **your** planned **trip**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.
- 2. You must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.
- 3. If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.

What is not covered

- 1. The excess.
- 2. Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Any claims for gadgets (please refer to Section 7 Gadget cover).
- 4. Any claims for ski equipment (please refer to Section 8 Winter sports cover if you have paid the premium for the additional cover).

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- 5. Any claims for golf equipment (please refer to Section 9 Golf Cover if you have paid the premium for the additional cover).
- 6. Any claim for **sports equipment** where the policy doesn't cover the sport or activity which **you** are taking part in.
- 7. Loss, theft of or damage to **valuables**, cash, **important documents** or **personal money** left **unattended** at any time unless deposited in a safe, safety deposit box or left in locked accommodation.
- 8. Loss, theft of or damage to baggage and sports equipment contained in an unattended vehicle unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
- 9. Loss, theft or damage:
 - a. Due to delay, confiscation or detention by customs or any other authority,
 - b. To motor accessories (excluding keys which are covered only for a car which is owned by you),
 - c. To tobacco products, tobacco substitutes and perishable goods (such as food and drinks)
 - d. Caused by wear and tear, or
 - e. Mechanical or electrical breakdown.
- 10. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
- 11. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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Section 5 - Legal and liability

Introduction

This section is split in to two parts.

The purpose of the Legal expenses and assistance section is to help **you** in the event **you** need to claim compensation if someone else causes **you** illness, injury or death.

The purpose of the Personal liability section is to help **you** in the event **you** are found liable for damage to someone else's property or cause another person illness, injury or death.

Section 5a - Legal expenses and assistance

Introduction

The purpose of this section is to provide **you** with a legal assistance to pursue a claim for compensation if **you** suffer an injury, illness or death.

Words with special meanings in this section (which are shown in italics)

Lawyer

Means the legal representative or other appropriately qualified person acting for **you**. **You** have the right to choose the lawyer acting for **you** in the following circumstances:

- a) Where the commencement of court proceedings to pursue your claim is required.
- b) Should any conflict of interest or dispute over settlement arise.

What is covered

We will pay up to the amount shown in the Table of Benefits for legal costs to pursue a civil action for compensation, against someone else who causes **you** injury due to an **accident**, illness or death.

Where there are two or more **insured persons** insured by this policy, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the schedule of benefits.

Prospects of success

We will only provide cover where your claim or any appeal you are pursuing or defending is more likely than not to be successful. If you are seeking damages or compensation, it must also be more likely than not that any judgement obtained will be enforced.

If we consider your claim is unlikely to be successful or any judgement will not be enforced we or you may request a second opinion from an independent *lawyer*. If you seek independent legal advice any costs incurred will not be covered by this policy.

If the independent *lawyer* agrees **your** claim is unlikely to be successful or any judgement is unenforceable then **you** cannot make a claim under this section.

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Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- We shall have complete control over the legal case through agents we nominate, by appointing agents of our choice on your behalf with the expertise to pursue your claim.
- 2. You must follow our agent's advice and provide any information and assistance required within a reasonable timescale.
- 3. You must advise us of any offers of settlement made by the negligent third party and you must not accept any such offer without our permission.
- **4. We** may include a claim for **our** legal costs and other related expenses.
- 5. We may, at our own expense, take proceedings in your name to recover compensation from any third party for any legal costs incurred under this policy. You must give us any assistance we require from you and any amount recovered shall belong to us.

What is not covered

- Legal costs and expenses incurred in pursuit of any claim against us, our appointed agents, someone you were travelling with, a
 person related to you, or another insured person.
- 2. Legal costs and expenses incurred prior to **our** written acceptance of the case.
- 3. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 4. Any claim where legal costs and expenses are variable depending on the outcome of the claim.
- 5. Legal costs and expenses incurred if an action is brought in more than one country.
- 6. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 7. The costs of any Appeal.
- 8. Claims by **you** other than in **your** private capacity.
- 9. Anything mentioned in General exclusions applying to your policy.

Section 5b - Personal liability

What is covered

We will pay you up to the amount shown in the Table of Benefits (including legal costs and expenses) against any amount you become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

- 1. Injury due to an **accident**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or persons residing with **you**.
- Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of you, a close relative and/or
 anyone in your employment other than any temporary holiday accommodation occupied (but not owned) by you.

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Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- 1. You must tell us about any incident, which may result in a claim as soon as possible.
- 2. You must send us every court claim form, summons, letter of claim or other document as soon as you receive it.
- 3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing.
- **4. We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
- 5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

What is not covered

- 1. The excess except for claims under Section 5a Legal expenses and assistance.
- 2. Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Compensation or legal costs arising directly or indirectly from:
 - a. Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
 - b. Pursuit of any business, trade, profession or occupation or the supply of goods or services.
 - Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
 - d. The transmission of any contagious or infectious disease or virus.
 - e. Your ownership, care, custody or control of any animal.
 - f. Any claim where the incident occurred within the UK.
- 4. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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Section 6 - Personal accident

Introduction

The purpose of this section is to provide **you** with a financial lump sum in the event **you** suffer death, loss of sight, loss of a limb or permanent total disablement, as a result of an **accident** during **your trip**. This section will not be applicable if **you** suffer any of the above as the result of an illness.

Words with special meanings in this section (which are shown in italics)

Loss of limb

Loss by permanent severance of an entire hand or foot or the total, complete and permanent loss of use of an entire hand or foot.

Permanent Total Disablement

A condition which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **your** life and as certified by a registered **medical practitioner**, to the reasonable satisfaction of **our** Chief Medical Officer, and which prevents **you** from engaging in any work or occupation for remuneration or profit.

Loss of sight

The total and irrecoverable loss of sight which shall be considered as having occurred:

- a. in both eyes, if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

What is covered

We will pay one of the benefits shown in the Table of Benefits below if you sustain injury due to an accident which shall solely and independently of any other cause, result within two years either in

- your death,
- 2. Loss of limb and /or loss of sight,
- 3. Permanent total disablement.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

 Our medical practitioner may examine you, and where deemed necessary, you may be referred to a specialist for further consultation.

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What is not covered

- 1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 2. Benefit is not payable to **you**:
 - a. Under more than one of benefit 1, 2 or 3 above.
 - b. Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
 - c. Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
- 3. Benefit 1 will be paid to the deceased **insured person's** estate.
- 4. Any claim which is caused by either:
 - a. Medical or surgical procedures or
 - b. Illness, infection or bacteria or
 - c. Any gradually developing bodily deterioration.
- 5. Any claim which is related to suicide.
- 6. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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Section 7 - Gadget Cover

(Including optional Gadget Cover Extension)

Cover under this section protects **your gadget(s)** against **theft**, **loss**, **accidental damage** and **malicious damage** when **you** are on a trip. The limits are shown in the table of benefits and everyone shown on the schedule is covered by this section.

If you have chosen the option to increase this cover by buying the **Gadget** Cover Extension this will be shown on your policy certificate, the increased cover limits are shown in the table of benefits.

The insurer for this section is AmTrust Specialty Limited and claims are dealt with by Taurus, full details below.

Cover under Section 7 is arranged, and claims administered by Taurus Insurance Services Limited (Taurus) an insurance intermediary authorised and regulated in Gibraltar by the Financial Services Commission under permission number 5566 and authorised by the Financial Conduct Authority in the **UK** under registration number 444830.

The insurer is AmTrust Specialty Limited (ASL / AmTrust), whose registered office is Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom and it is registered in England number 01229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.

IMPORTANT INFORMATION

If you are a private individual the following applies to you:

Giving us all the important information

When **we** accept **your** application for this insurance, **we** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected.

If you become aware that information you have given us is incomplete or inaccurate, you must inform the claims administrator.

Definitions- Meaning of words found in this document

There are words and phrases shown below in this gadget cover which are highlighted in bold type.

Accidental Damage/ Accidentally Damaged	means unexpected damage to your gadget which means it cannot be used or is unsafe to use. The damage must be sudden and unintentional. This includes damage to screens and damage resulting from sudden and unexpected damage caused by liquid.
Beyond Economical Repair	means that repair costs are higher than the value of the gadget because of spare parts not being available or for technical reasons.
Керап	being available of for technical reasons.
Business	means a company where you are an owner, director or employee of that company.

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Claims Administrator	means Taurus Insurance Services Limited.
Custom Built	means a complete computer or laptop made from components supplied and assembled by qualified engineers at a UK VAT registered company (or, if bought overseas, a company with the equivalent tax registration).
Gadget/Gadget(s)	means the electronic device(s) which belongs to: 1. you, or 2. a business where you have the relevant authority and responsibility to use and insure the gadget(s) owned by the business. Confirmation of this will be needed in the event of a claim. For the purpose of this policy we will only cover the following items: Mobile Phones, Smart Phones, Laptops (including custom built), Tablets, Digital Cameras, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite Navigation Devices, E-Readers, Head/Ear Phones, Smart Watches or a wrist worn Health and Fitness Tracker. Please note: Accessories are not covered under this policy. We can only cover gadget(s) that are: 1. bought new or refurbished from a UK VAT registered company (or, if bought overseas, a company with the equivalent tax registration) and supplied with a proof of purchase; or 2. bought second hand or gifted to you, provided that you have the original proof of pur- chase and a signed letter from the original owner confirming that you own the gadget(s). The original proof of purchase or letter must include the following details of your gadget(s): a. either the IMEI or serial number (whichever is applicable); b. the make and model; c. the sale price (your purchase price); d. confirmation that the gadget(s) was/were in full working order at the time of sale.
Loss	means that the gadget has been accidentally left somewhere by you and you are permanently prevented from using it.
Malicious Damage/ Maliciously Damaged	means an intentional or deliberate act by a person (who is not insured under this policy) which causes damage to your gadget which means it cannot be used or is unsafe to use.
Manufacturer	means the inbuilt security features of your gadget . For example Apple 'Find My' or Google 'Find
Security	my Device'.

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Proof of Purchase	means the original printed receipt, or a similar electronic record, that can be sent to us or shown in its original format(not handwritten), provided at the original point of sale that gives details of the gadget(s) bought and helps prove that you are the legal owner the gadget(s) and the age of the gadget(s) . The document should show date the item was bought and the price paid, IMEI or serial number of the gadget(s) , and show the UK VAT registration number of the company you purchased the item from (or If the gadget was bought overseas, the equivalent tax registration). For gadget(s) that are gifted or given to you - we will need the original purchase receipt, as shown above, along with a signed letter from the original owner confirming that you own the gadget(s) . For second-hand gadget(s) - we will require the original purchase receipt which was given to the original owner, as detailed above, along with evidence of resale. A printed receipt or electronic record provided by a retailer or person selling the second-hand gadget(s) is not accept- able as proof of purchase . Where the original proof of purchase is not available we might consider alternative proof of ownership.
Proof of Usage	means proof that your gadget has been in use before the event which leads to the claim.
Purchase Price	means the price shown on the proof of purchase .
Taurus Warranty	the period where the claims administrator will sort out any defects in materials and workman-ship when they repair or replace your gadget in the event of a claim, when your gadget is used normally in line with manufacturer's guidelines. For repairs the Taurus Warranty is 3 months and for a replacement the Taurus Warranty is 12 months. This warranty will also include the costs associated with delivering the device to and from the repair centre. The Taurus Warranty does not cover wear and tear, damage by computer viruses, normal maintenance, accidental damage or any loss which is not the normal result of what has hap- pened to the gadget.
Theft	means the gadget has been taken by force, threat or violence by a third party or by a pick-pocket with the intention of preventing you from having it
Unattended	means that the gadget has not been locked away or secured and is not within your sight or arms length reach.
Water-based Activities	means activities and sports that take place on or in water, for example, swimming, diving, boat-rides, jet skiing.
We, Us, Our	means AmTrust.
You/Your/Yourself	means the policyholder and person(s) or company shown on the schedule.

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Your Cover

This section of the policy sets out the cover **we** provide to **you**. **You** must follow these terms and conditions to make a successful claim. Everyone shown on the schedule is covered by this policy. The total amount of cover for each **gadget** is shown in the "Table of Benefits".

It is important that **you** understand:

- Where only a part (or parts) of your gadget has been damaged, we will only replace that part or parts. Accessories are not covered.
- The **gadget** must be repaired by the **claims administrator** or their approved repairer. Do not attempt to repair it **yourself**.
- The most **we** will pay for any claim is the single item limit shown in the Table of Benefits. This amount will not be more than the replacement cost of each **gadget** being claimed for. The claim payment will not be more than:
 - * the single item limits shown or
 - * the original purchase price or
 - * the current market value of each gadget,

whichever is the lowest amount.

- If the damaged item is **beyond economical repair** or if it is lost or stolen, replacements will be pre-owned, refurbished or remanufactured (not brand new). It might not be possible to replace **your gadget** with the same colour or finish. Where this is not possible a different colour or finish will be provided.
- There is an excess payable for any claim, as detailed in your policy schedule.
- Your gadget(s) will not be covered if you travel outside the area that you have chosen for your travel insurance. The area you have chosen will be shown on your insurance certificate or schedule.
- Your gadget(s) will not be covered if you travel to a country or region where the Foreign and Commonwealth Office has advised against all travel or against all but essential travel. For further details, visit gov.uk/foreign-travel-advice.

Accidental Cover

What we will cover if your claim is accepted

- We will repair or replace your gadget if it is accidentally damaged
- We will repair or replace your gadget if it is damaged because it accidentally come into contact with any liquid

What we will not cover

- **X** Accidental damage caused by any person not named on your policy schedule.
- X Liquid damage which happens when **you** are taking part in **water-based activities**.
- Accidental damage if the gadget is stored anywhere out of your immediate control. This includes checked-in baggage or in a bus, coach or train luggage compartment or where it is stored in overhead storage on a plane.
- X Cosmetic damage to the **gadget** that does not stop the **gadget** working properly. (for example marring, scratching or denting).

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Loss

What we will cover if your claim is accepted

If you lose your gadget, we will replace it.

What we will not cover

- Loss of your gadget which has not been reported to the appropriate local Police authorities and, if necessary, your network provider within 24 hours of discovering the loss.
- Any claim if you leave your gadget somewhere unattended. For example where your gadget is left in a coach or bus while you are sightseeing or at the side of a pool.
- Any **loss** if **your gadget** is stored as checked-in baggage or in a bus, coach or train luggage compartment or where it is stored in the overhead storage on a plane.
- X The loss of your gadget if the manufacturer security is not switched on throughout the insured trip including at the time of the loss.
- The manufacturer security must remain switched on, and your gadget must remain linked to your manufacturer security account, throughout the claims process.

Malicious Damage

What we will cover if your claim is accepted

If your gadget is maliciously damaged, we will repair or replace it.

What we will not cover

- X If the gadget is maliciously damaged by you.
- The malicious damage of your gadget if it has not been reported to the appropriate local Police authorities within 24 hours of discovering the malicious damage.

Theft

What we will cover if your claim is accepted

If your gadget is stolen we will replace it.

What we will not cover

- The **theft** of **your gadget** if it has not been reported to the appropriate local Police authorities and, if necessary, **your** network provider within 24 hours of discovering the **theft**.
- Any claim if you leave your gadget unattended for example where your gadget is left in a coach or bus while you are sightseeing or at the side of a pool.
- Any claim if **your gadget** is stored as checked-in baggage or in a bus, coach or train luggage compartment or where it is stored in the overhead storage on a plane.
- Any claim if the circumstances of the **theft** cannot be clearly identified, for example where **you** are unable to confirm the time and place of the **theft**.

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- X The theft of your gadget if the manufacturer security is not switched on throughout the insured trip, including at the time of the theft.
- The manufacturer security must remain switch on, and your gadget must be linked to your manufacturer security account, throughout the claims process.
- Theft from any motor vehicle if you (or someone acting on your behalf) is not in the vehicle, unless the gadget has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been switched on. A copy of the repairer's account of the damage, or any other evidence must be supplied with any claim.
- Theft from any building or premises (including your holiday accommodation) unless the theft involves force in gaining entry to or exit from the building or premises, which results in damage to the building or premises. A copy of the repairer's account of the damage, or other evidence must be supplied with any claim.

What we will not cover - Exclusions

We will not pay for:

- 1. any claim if the premium has not been paid.
- 2. the excess which applies to this cover (shown in the schedule).
- 3. any claim for a device which is not shown in the definition of 'gadget' above.
- 4. accessories.
- 5. any claim if **you** have committed fraud or provided misleading information or are unable to give **us** complete details about the circumstances of the claim.
- 6. any claim if you cannot provide proof of purchase.
- 7. any claim if **proof of usage** cannot be given (this applies if the **gadget** is a SIM enabled device or a laptop/tablet where user history is available).
- 8. any claim if the **manufacturer security** is not switched on at the time of **theft** or **loss** or where it has been switched off before the claims process has completed.
- 9. any loss, theft or accidental damage as a result of confiscation or detention by customs, other officials or authorities.
- 10. any claim if the gadget was not in good condition and in full working order at the time you started your trip.
- 11. any claim if **you** have not taken precautions to prevent **accidental damage**, **theft** or **loss**, for example:
 - a. if you do not follow the manufacturer's instructions when you set up or use the gadget;
 - b. if you leave your gadget unattended or with someone you do not know.
- 12. any claim if the IMEI/Serial number cannot be identified from **your gadget**.
- 13. any claim which is only for parts of your gadget that are considered 'a consumable' (e.g. batteries.)
- 14. any claim if there is evidence that the accidental damage, theft or loss happened before your trip started.
- 15. breakdown which is caused by any internal failure or burning out of any part of your gadget.
- 16. **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 **loss** of use, reduction in functionality, cost, expense of any nature which results from it, regardless of any other cause or event which contributed to it.
- 17. Any claim resulting from an unlawful act. For example:
 - a. Any unlawful act deliberately or intentionally committed by an insured person; or
 - b. Civil or criminal proceedings against anyone on who **your** insured journey depends.

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- 18. 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.
- 19. loss of any software or firmware failures.
- 20. any expenses which are the result of **you** not being able to use the **gadget**, or any **loss** other than the repair or replacement costs of the **gadget**.
- 21. anything under this policy if doing so would expose **us** to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 22. anything directly or indirectly caused by, or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

Claims Procedure

Please read our Claims Guide and complete the Claim Form, found at https://tiga.taurus.claims/#/home

or contact the claims administrator on 0330 678 3032

You must follow the process set out below or your claim may not be paid

- a. Report the **theft** or **loss** of **your gadget** to **your** network provider within 24 hours of discovery so they can blacklist **your** handset/item (where this is applicable).
- b. Report the **theft**, **loss** or **malicious damage** of **your gadget** to the Police, local to where the **theft** or **loss** happened, within 24 hours of discovering the **theft** or **loss** and get a crime reference number and a copy of the police report.
- c. Give the claims administrator the proof of purchase for the gadget you are claiming for. This proof of purchase must show that you own that particular gadget, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.
- d. Give the **claims administrator** the **proof of usage** (in respect SIM enabled devices) from **your** network provider that con- firms the mobile phone has been in use since the start of **your trip** and up to the time of the **theft** or **loss**.
- e. Complete and return any claim form or documents asked for by the **claims administrator** as soon as possible and send any other requested documents to support **your** claim. For example photo ID and proof of address.
- f. Not attempt to repair the item yourself or use an unauthorised repairer as this will not be covered.
- g. Not format your gadget(s) in a way that makes it impossible to get the date it was last used.
- h. Pay the excess asked for by the claims administrator.
- i. Give details of any other contract, guarantee, warranty or insurance that may apply to the **gadget** including, for example, household insurance. (Where it is appropriate, a portion of the claim may be recovered direct from these Insurers).

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Repair and Replacement Equipment

Please note: This is not a 'new for old' insurance policy. Where **we** replace the **gadget(s)**, the replacements will be pre- owned, refurbished or remanufactured (not brand new). It might not be possible to replace **your gadget** with the same colour or finish, where this is not possible an alternative colour or finish will be provided.

- a. If your claim is agreed and your gadget is beyond economical repair, we will try to replace it with a gadget of the same specification or the equivalent value taking into account the age and condition of the gadget.
- b. For **theft** and **loss** claims if the claim is agreed and **your gadget** must be replaced, **we** will try to replace it with a **gadget** of the same specification or the equivalent value taking into account the age and condition of the **gadget**.
- c. Repairs or replacements will only be made in the United Kingdom.
- d. Where the original **gadget** is replaced, the original **gadget** becomes **our** property and must be returned to the **claims administrator** immediately. Please call the **claims administrator** on **0330 678 3032** and they will provide details for its return.
- e. All repairs to **gadgets** are issued with a 3-month warranty (the **gadget** must be returned to the **claims administrator** if **you** make a claim under the **Taurus warranty**).
- f. All replacement items are issued with a 12-month warranty (the item must be returned to the **claims administrator** if **you** make a claim under the **Taurus warranty**).
- g. If your existing accessories do not work with the replacement item provided, we will cover the cost of the accessories, if you supply a proof of purchase for any replacements.
- h. Taurus warranty claims for gadget(s) damaged in transit will only be paid where they are reported to the claims administrator on 0330
 678 3032 within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out.

Fraud

If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, we might:

- not pay your claim; and
- recover (from you) any payments we have already made in respect of that claim; and
- cancel your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If we cancel your insurance from the time of the fraudulent act, we will not pay any claim for any incident which happens after that time and may not return any of the premium already paid.

Information Disclosure

Throughout the claim process **you** are required to always be open and honest when providing answers. Failure to do so may result in **your** claim being declined.

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Where **you** have been asked for additional information in respect of **your** claim and it has been identified that there are inconsistencies in the circumstances of **your** claim, this may result in **your** claim being declined. This would include where **you** have failed to provide details of any other insurance policy that covers **your gadget(s)**.

Data Protection Notice

AmTrust Specialty Limited (AmTrust) will keep your personal information safe and private. AmTrust follows all laws that protect your privacy. Under the laws, AmTrust is responsible for handling your personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at www.amtrustinternational.com/dpn

What AmTrust does with your personal information

There are different reasons for using your information. AmTrust will need it to:

- give you this policy.
- contact you to ask if you want to continue with the policy.
- protect both you and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need your information:

- to run through its computer systems to see if it can offer you this policy.
- to help you if you have any queries or want to make a claim.
- to give you information, products, or services that you ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about your health or any criminal convictions you might have.

AmTrust might need this kind of information to decide if it can offer you this policy, or to help you with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share your information with companies and people who provide a service to it, or to you on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send your information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that your information is stored safely and processed in line with the law and this notice.

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You can ask AmTrust to:

- provide you with the information it has about you.
- Restrict or stop processing your information in certain occasions.
- If there are any mistakes or updates, you can ask AmTrust to correct them.
- delete your information (although there are some things it cannot delete).
- give your information to someone else involved in your policy.
- not use your information for marketing.

If you think AmTrust has done something wrong with your information, you should speak to the local data protection authority.

AmTrust will:

- not keep your information longer than it needs to. This is usually up to 10 years after your policy ends.
- only keep your information longer than 10 years if there is a business or regulatory reason for doing so.

If you have questions about how AmTrust uses your information, contact its Data Protection Officer. The contact details are on the website - www.amtrustinternational.com/dpn.

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Section 8 – Winter Sports

(only applicable if shown on your policy schedule)

Introduction

This section is available to purchase as an optional upgrade.

The purpose of this section is to provide cover if whilst **you** are on a Winter sports **trip** that involves activities or sports that are on snow or ice. It's important to check the sports and other activities section of the wording to ensure that any activities that **you** plan to participate in as part of **your** Winter sports **trip** are covered. The policy will not cover any professional sports or entertainment and racing events. Cover is available only if the Winter sports section is shown as purchased in **your** policy schedule and the additional premium has been paid.

What is covered

We will pay you up to the amounts shown in the Table of Benefits for:

- The accidental loss of, theft of or damage to your own ski equipment (reduced to the amount shown in the Table of Benefits for hired ski equipment).
- 2. The cost of hiring replacement **ski equipment** if **your** owned **ski equipment** is lost, stolen or damaged (including temporary loss in transit for more than 24 hours).
- 3. For the unused portion for your ski pack and ski pass following your accident, bodily injury, illness or disease.
- 4. If a lack of snow, too much snow or an avalanche results in the skiing facilities (excluding cross country skiing) in **your** resort being closed. This only applies to **trips** taken outside of the **UK** during the published ski season for **your** resort.
- 5. Reasonable additional accommodation (room only) and transport if you are delayed by 24 hours or more by avalanche or landslide.
- 6. Physiotherapy in the UK if you suffer an injury whilst participating in a covered Winter Sport activity and your claim is covered under Section 2 Medical emergency and repatriation expenses, for physiotherapy treatment which is deemed medically necessary when your trip ends and you have returned to the UK.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- 1. You must report any theft to the police in the country where the theft occurred as soon as possible and get a crime reference number or incident report of the loss, theft or attempted theft of your own ski equipment.
- 2. You must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

What is not covered

1. The excess under point 1 of What is covered.

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- 2. Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Loss, theft or damage to ski equipment left unattended at any time.
- 4. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle at any time unless it is locked out of sight in a secure **baggage** area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) or locked in a dedicated **ski equipment** storage rack and entry has been gained by unauthorised access.
- 5. Any claim where you did not leave your home to start your trip.
- 6. Loss, theft or damage:
 - a. due to delay, confiscation or detention by customs or any other authority
 - b. due to depreciation (loss in value) or variations in exchange rate
 - c. caused by wear and tear, or
 - d. mechanical or electrical breakdown.
- 7. The closure or impending closure of the skiing facilities in **your** resort existing or being publicly announced by **your** tour operator, resort or the media by the date **you** purchased this insurance or at the time of booking **your trip**, whichever is the later.
- 8. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to you.
- 9. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

The following sports and activities are only covered if the Winter sports option is shown as purchased in your policy schedule.

No cover under Section 5b – Personal liability for those sports or activities marked with*

- Ice hockey
- Ice skating
- Kick sledging
- Ski blading
- *Ski dooing
- Skiing on piste**
- Skiing mono
- Skiing Nordic
- Skiing off piste within resort boundaries**
- Sledging
- *Sledging/sleigh riding as a passenger (pulled by dogs, horses or reindeer)

- Snow biking
- Snow boarding on piste**
- Snow boarding off piste within resort boundaries**
- Snow bobbing
- *Snow carting
- *Snow mobiling
- Snow shoe walking
- Tobogganing

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^{**} A piste is a recognised and marked ski run within the resort boundaries.

Section 9 - Golf

(only applicable if shown on your policy schedule)

Introduction

You are automatically covered to play golf, the Golf cover upgrade in this section is available to purchase as an optional upgrade. The purpose of this section is to provide extra protection for you if you will be playing golf whilst on a trip. The policy will not cover any professional sports or entertainment. Cover is available only if the golf cover section is shown as purchased in your policy certificate and the additional premium has been paid.

What is covered

We will pay you up to the amounts shown in the Table of Benefits for:

- The accidental loss of, theft of or damage to your own golf equipment (reduced to the amount show in your certificate for hired golf equipment).
- 2. The cost of hiring emergency replacement **golf equipment** if lost, stolen or damaged (including temporary loss in transit for more than 24 hours of **your** own **golf equipment**).
- 3. Unused green fees.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You must report any theft to the police in the country where the theft occurred as soon as possible and get a crime reference number
 or incident report of the loss, theft or attempted theft of your own golf equipment.
- 2. You must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

What is not covered

- 1. The excess shown on your insurance certificate except for claims under point 2 of What is covered.
- 2. Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Loss, theft or damage to golf equipment left unattended at any time.
- 4. Loss, theft of or damage to golf equipment contained in or stolen from an unattended vehicle at any time unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
- 5. Any losses or damage due to delay, confiscation or detention by customs or any other authority.
- 6. Loss or damage due to depreciation (loss in value) or variations in exchange rate.

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- 6. Loss, theft or damage:
 - a. Due to delay, confiscation or detention by customs or any other authority
 - b. To motor accessories (excluding keys which are covered only for a car which is owned by **you**)
 - c. Caused by wear and tear, or
 - d. Mechanical or electrical breakdown.
- 7. Anything mentioned in the General exclusions applicable to all sections of the policy.

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Section 10 - Cruise Cover

(only applicable if shown on your policy schedule)

Introduction

You are automatically covered whilst on a cruise, the Cruise cover upgrade is an option you can add to enhance your cover whilst on a cruise. It provides extra protection for you when you are on a cruise. You will not receive the increased covers listed below unless you have added this section to your policy before the incident that led to the claim. Your policy schedule will show if you have purchased this option.

What is covered

We will pay you up to the amounts shown in the Table of Benefits for:

- 1. If, once **your cruise** has started, a scheduled port visit is cancelled due to adverse weather or timetable restrictions and no alternative port can be offered.
- 2. Unused pre-booked excursions which **you** cannot use because **you** are confined to **your** cabin due to an **accident** or illness which is covered under section 2 Medical emergency and repatriation expenses.
- 3. Additional baggage if your items they are accidentally lost, damaged or stolen whilst on your trip.

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of benefits as the single article limit.

Any claim under point 3b will be deducted from **your baggage** limit listed under 3a. Point 3 cover is in addition to any cover under Section 4 – Personal belongings.

Special conditions relating to claims

- 1. You must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an accident, illness or disease which requires your admittance to the ships medical centre or hospital as an in-patient or before any arrangements are made for your repatriation.
- 2. You must allow at least 3 hours between your planned arrival time at the port and the scheduled sailing departure time.

What is not covered

- 1. The excess except under points 2 and 3 of the What is covered section.
- 2. Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip**, which could reasonably have been expected to lead to **cruise** interruption.
- Pre-existing medical conditions as described in the pre-existing medical conditions section unless we have agreed in writing to cover you.
- Any trip taken on board a cargo vessel.
- 6. Costs paid for using any reward scheme (for example **Cruise** miles, Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.

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- 7. Any **cruise** itinerary changes arising directly or indirectly from:
 - a. strike or industrial action
 - **b.** you failing to attend the port visit as per your itinerary
 - c. if **your cruise** ship cannot put people ashore due to the mechanical or operational failure of the ships tender or any other boat used to put people ashore
 - d. any change of itinerary where the cruise operator has offered a monetary amount of compensation (including onboard credit).

8. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

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Complaints Procedure

You have the right to expect the best possible service and support. If we have not delivered the service that you expected or you are concerned with the service provided, we would like the opportunity to put things right. If you feel we have fallen short of our standards, please contact:

If your complaint is about the sale of your policy;			
Write to us:	Taurus Insurance Services Limited, Suite 2209-2217 Eu- rotowers, Europort Road, Gibraltar		
Email us:	trusted.complaints@trustedinsurances.com		
Phone us:	0330 053 4259		
If your complaint is about a claim (for all sections except Gadget Cover):			
Write to us:	Complaints Team, AXA Partners, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR		
Email us:	claimcomplaints@axa-assistance.co.uk		
Phone us:	0330 678 3032		
If your complaint is about a Gadget Cover claim on your policy:			
Write to us:	Customer Relations Officer Taurus Insurance Services Limited Suite 2209- 2217 Eurotowers Europort Road, Gibraltar		
Email us:	trusted.tiga@taurus.gi		
Phone us :	0330 0553 4259		
When you make contact please provide the following information:			

- Your name, address and postcode, telephone number and email address (if you have one).
- Your policy number and/or claim number and the type of policy you hold.
- The reason for **your** complaint.
- Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

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What to do if you are still not satisfied.

If you are still not satisfied then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within six months of our final response to your complaint. We will remind you of the time limits in the final response.

The Financial Ombudsman Service

Exchange Tower

London E14

9SR

Telephone: 0300 123 9 123 or 0800 023 4567

Fax: 020 7964 1001

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

Website: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish. Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

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

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.

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Data Protection Notice and Fraud

By providing **your** personal information in the course of purchasing this policy and using **our** services, **you** acknowledge that **we** may process **your** personal information. **You** also consent to **our** use of **your** sensitive information. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice available at https://www.axapartners.com/en/page/en.privacy-policy.

Processing **your** personal information is necessary in order to provide **you** with an insurance policy and other services. **We** also use **your** data to comply with **our** legal obligations, or where it is in **our** legitimate interests when managing **our** business. If **you** do not provide this information **we** will be unable to offer **you** a policy or process **your** claim.

We use your information for a number of legitimate purposes, including:

- Underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of **you** or others where relevant to any claim or assistance request, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes.
- Monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim.
- Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We may disclose information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

When carrying out these activities, **we** may transfer **your** personal information outside the **UK** or the European Economic Area (EEA). Where this happens **we** will make sure that the appropriate safeguards have been implemented to protect **your** personal information. This includes ensuring similar standards to the **UK** and EEA are in force and placing the party **we** are transferring personal information to under contractual obligations to protect it to adequate standards.

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We keep your personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with our legal and regulatory obligations.

You are entitled to request a copy of the information we hold about you. You also have other rights in relation to how we use your data, as set out in our website privacy notice. Please let us know if you think any information we hold about you is inaccurate so that we can correct it.

If you want to know how to make a complaint to the **UK** Information Commissioner or have any other requests or concerns relating to **our** use of your data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer

AXA

106-108 Station Road

Redhill

RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Fraud prevention, detection and claims history

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

Share information about you with other organisations and public bodies including the Police;

Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to;

Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household; Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies; Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity; Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

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INSURER AND ADMINISTRATOR

Your Delay OK Insurance is insured by Financial and Legal Insurance Company Limited and administered by Assured Travel Solutions Limited.

Assured Travel Solutions Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference No. 795055. Registered Office Bath House, 6-8 Bath Street, Bristol, BS1 6HL under Company No. 08895486.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference No. 202915. Registered in England under Company No. 03034220.

Assured Travel Solutions Limited is the **administrator** and acts as an agent for Financial & Legal Insurance Company Limited in administering the insurance and handling claims.

INTRODUCTION

Delay OK offers flight delay insurance through two options:

1. Included with Travel Insurance

If **your** Delay OK policy was included as part of a travel insurance policy or service, once **your** flight(s) have been registered with Delay OK, **you** will receive a Delay OK **policy schedule** that shows the policy cover level, benefit amount and flight(s) covered within the **period of insurance**.

2. Standalone Purchase or Upgrade

If you bought **your** Delay OK policy independently and/or **you** have upgraded your Delay OK policy, your Delay OK **policy schedule** will show the policy type, benefit amount and flight(s) covered within the **period of insurance**.

Only the insured flight(s) shown in **your policy schedule** that begin during the **period of insurance** are covered for immediate payment.

Your policy does not cover everything, so **you** should read it carefully to make sure it provides the cover **you** need. If there is anything **you** do not understand **you** should call Assured Travel Solutions Limited on 0117 235 9933 or write to Assured Travel Solutions Limited, Bath House, 6-8 Bath Street, Bristol, BS1 6HL or email contact@delayok.com

HOW YOUR POLICY WORKS

Your policy is a contract between **you** and **us**, made up of the **policy wording** and **policy schedule**, which should be read together. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned, the benefits and exclusions apply to each passenger shown in the **policy schedule**.

Words in bold print (other than in headings) have a special meaning as shown under the heading 'Meaning of words' throughout the **policy wording** and **policy schedule**.

INFORMATION YOU NEED TO TELL US

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

You must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy and make a claim on **your** Delay OK Insurance policy. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and/or all or part of a claim not being paid.

If **you** think **you** may have given the **administrator** any incorrect answers, or if **you** want any help, please call the **administrator** on 0117 235 9933 as soon as possible and **we** will tell **you** if **we** can still offer **you** cover.

CANCELLATION RIGHTS

If your policy was included with Travel Insurance:

If **your** Delay OK policy was included with **your** Travel Insurance, it cannot be cancelled on its own as it is an 'add-on' to another product. If **you** cancel the main travel policy, the Delay OK policy will automatically be cancelled.

FlightDelay Policy Wording Page 2 of 6

If your policy was a standalone purchase:

Within 14 days of purchase:

If **your** cover does not meet **your** requirements the lead passenger shown in the **policy schedule** may cancel the policy and obtain a refund. However, there is no refund if a claim has been made under the policy or if the policy is cancelled 24 hours or less before the scheduled departure time of the first flight covered.

More than 14 days after purchase:

The lead passenger shown in the **policy schedule** may cancel the policy without refund unless agreed by **us**.

If **we** agree to refund, then **we** will refund 75% of the total premium **you** have paid, but no refund will be provided if the cancellation request is made 24 hours or less before the scheduled departure time of the first pre-registered flight.

To cancel, contact the **administrator** on 0117 235 9933 or email <u>contact@delayok.com</u>.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

For **your** added protection, **we** are covered by the FSCS. **You** may be entitled to compensation from the scheme for 90% of the claim, with no upper limit if **we** cannot meet **our** obligations. This depends on the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 0207 741 4100, or by visiting their website at www.fscs.org.uk

GOVERNING LAW AND JURISDICTION

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. This policy is subject to the law applicable to where **you** reside in the **United Kingdom**.

THIRD PARTY RIGHTS

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person under the Contracts (Right of Third Parties) Act 1999.

MEANING OF WORDS

Wherever (except in titles) the following words and phrases appear in the **policy wording** or **policy schedule** in bold, they have the meanings given below.

Administrator

The entity appointed by **us** to administer this policy.

Departure airport

The airport where **your** pre-registered flight begins.

Multi flight

All pre-registered flights, including overseas flight sectors, scheduled to depart within the **period of insurance**.

Period of insurance

The period starting with the start date and ending with the end date, both as shown in **your policy schedule**.

Policy wording

This delayed flight insurance document.

Policy schedule

The document headed Policy Schedule.

Resident

A person who resides and has their main home in a particular territory and has spent at least six months in that territory in the 12 months before the policy was issued.

Return flight

Two pre-registered flights – the initial outbound flight from the **UK** and final homebound flight. (No connecting flights unless **Multi flight** cover is purchased).

Single flight

One pre-registered flight - either the Initial outbound from the **UK** or the final homebound flight.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

We, our, us

Financial and Legal Insurance Company Limited.

You, your

Each person shown on the **policy schedule**, for whom the appropriate insurance premium has been paid.

CONDITIONS

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

- 1. You are a resident of the UK.
- 2. You have a valid policy schedule.

FlightDelay Policy Wording Page 3 of 6

- 3. You must pre-register your flight details at least 3 hours prior to the scheduled flight departure time. If your flight is delayed more than 3 hours you must follow the instructions under 'Making a claim' and provide all the information the administrator asks for.
- 4. You can only register a flight where it is recognised by the administrator's flight tracking system. There may be instances where your flight cannot be tracked, and the system will inform you of this.
- 5. **You** accept that no alterations can be made to the terms and conditions of the **policy wording**, unless the **administrator** confirm them in writing to **you**.
- 6. Claims payments are issued in accordance with the delay data provided by airlines to the **administrator's** flight tracking system. The **administrator** will rely solely on this information to determine if **you** are eligible for payment.

The administrator has the right to do the following:

- Cancel the policy if you tell the administrator something that is not true, which influences our decision as to whether cover can be offered or not.
- Cancel the policy and make no payment if you, or anyone acting for you, make a claim under this policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if you give a false declaration or deliberate mis-statement when applying for this insurance or supporting your claim. We may in these instances report the matter to the Police.
- 3. Not issue a policy or add a flight within 3 hours of **your** scheduled flight departure time.
- 4. Not issue a policy or add a flight for any flight that is known to be disrupted before cover is requested.

COVER AND EXCLUSIONS

WHAT YOU ARE COVERED FOR

We will pay the sum insured specified in the **policy** schedule if the flight you are booked on is delayed (but not cancelled) at its departure airport for more than three hours from the scheduled departure time for any reasons that are not excluded below under "WHAT YOU ARE NOT COVERED FOR".

Covered reasons include:

- strike, industrial action or staff shortages;
- bad weather;
- mechanical breakdown or the grounding of the aircraft due to a mechanical or a structural defect;
- air traffic control failure;
- the anti-social behaviour of someone other than you or anyone in your travel party;
- the closure of airspace, for example as a result of volcanic activity;

 a serious fire, storm or flood damage to the departure airport or arrival point of your flight.

WHAT YOU ARE NOT COVERED FOR

- Anything which is caused by you not checking in at the departure airport when you should have;
- Missed connections;
- A delay caused by something which began or was announced before your policy was bought or travel was booked, whichever the later;
- The cancellation of the insured flight for any reason.

Any claim arising from, or relating to, the following:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism.
- You not following any advice or recommendation made by the Foreign, Commonwealth and Development Office, World Health Organization or any government or other official authority.
- You acting in an illegal or malicious way.
- You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (except drugs prescribed by a doctor but not for the treatment of drug or alcohol addiction).
- You or anyone in your travel party being refused boarding by the airline for any reason other than the insured perils listed above in the "WHAT YOU ARE COVERED FOR" section.
- You not answering any question(s) accurately when buying this policy where your answer(s) may have affected our decision to provide you with this policy.
- Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or UK. These may change from time to time and can include prohibiting the transfer of funds to a sanctioned country or specific individuals.
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.

MAKING A CLAIM

If **your** pre-registered flight is delayed more than 3 hours **you** should receive automatic claim notification.

If **you** have not received a claim notification or payment to **your** chosen account within 7 days for a delay **you** think is covered, please contact the **administrator** as soon as possible with full details of **your** flight delay claim:

Online: www.delayok.com/claims where you can

complete a claim form

Email: contact@delayok.com and asking for a claim

form, or

Call: 0117 235 9933

FlightDelay Policy Wording Page 4 of 6

You should keep all **your** flight documents until **you** receive payment. **We** may ask **you** for proof of **your** flight booking and/or boarding for each passenger shown in the **policy schedule**.

MAKING A COMPLAINT

We aim to provide **you** with a first-class policy and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

Step 1

For complaints regarding the policy terms and conditions.

In the first instance, please:

Write to: The Complaints Department, Financial &

Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park,

Cheadle, Cheshire SK8 3GQ, or

Phone: 0161 495 4490

Email: complaints@financialandlegal.co.uk

 For complaints regarding the sale of the policy In the first instance, please

Write to: CEO, Assured Travel Solutions Limited, Bath

House, 6-8 Bath Street, Bristol, BS1 6HL

Phone: 0117 235 9933, or Email: contact@delayok.com

For complaints regarding the claims handling
 In the first instance, places.

In the first instance, please

Write to: CEO, Assured Travel Solutions Limited, Bath

House, 6-8 Bath Street, Bristol, BS1 6HL

Phone: 0117 235 9933, or Email: contact@delayok.com

Step 2

For all complaints:

If **you** are not satisfied with the final response, **you** can refer the matter to the **UK** Financial Ombudsman Service for independent arbitration.

Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange

Tower, London E14 9SR

Call: 0800 023 4567 or 0300 123 9 123 or

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

DATA PROTECTION NOTICE

We act as a Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting and claims handling. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to Your computer or other internet connected device including your Internet Protocol (IP) address.
- Any information which you have provided in support of your insurance claim.

We may receive information about **you** from the following sources:

- Your insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, appointed representatives.
- Directly from you.

We will not pass **your** information to any third parties except to administer **your** insurance, enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other appointed representatives.
- Underwriters, reinsurers, regulators and authorised/ statutory bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on our, or your behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

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Data retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.
- Request that **your** personal data is erased or corrected.
- Request access to your personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can ask to see what data **we** hold on **you**; there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.

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