# Your John Lewis Travel Insurance Policy

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### Welcome to your John Lewis Travel Insurance Policy

Thank **you** for choosing John Lewis Travel Insurance. Please read through this policy booklet now and before **you** leave on **your trip**. This policy will not cover **you** for all eventualities. Please see pages 5 and 6 for a schedule of benefits and pages 18 to 55 for important information regarding conditions and exclusions.

Please refer to your Policy Schedule which will indicate what level of cover you have taken.

All words printed in bold in this document are defined. Please refer to the Definitions section on pages 7 to 9.

All insurance policies contain restrictions and exclusions which you should be aware of.

It is important that you read this policy carefully because we will use it to settle any claim.

Please make sure that:

- the cover meets **your** needs
- You can make the Declaration on pages 3 and 4 of this policy
- You can agree to condition 1 of 'General conditions that apply to all sections' relating to the Consumer Insurance Act (see page 51).

If you need help, please contact us on 0345 111 0030.

### Air passengers - Know your rights

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and you may be entitled to compensation from your airline 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 two 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 http://ec.europa.eu/transport/themes/passengers/air/

#### What to do first

If you experience any of the problems listed you should immediately ask the representative of the airline operating your flight to deal with your problem.

#### What to do next

If the operating airline does not fulfil their obligations contact the Europe Direct freephone on 00 800 67891011 or e-mail mail@europe-direct.cec.eu.int for details of how to progress your claim.

### Contract of Insurance

1. John Lewis Travel Insurance is provided by Ageas Insurance Limited. This policy is underwritten by Ageas Insurance Limited, except in relation to Travel Legal Guard cover detailed in Section 17 which is underwritten by DAS Legal Expenses Insurance Company Limited and in relation to End Supplier Failure cover as detailed in Section 18 which is provided and administered by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd's. Claims are dealt with by Ageas Insurance Limited, except in relation to claims for Travel Legal Guard which are dealt with by DAS Legal Expenses Company Limited and in relation to claims for End Supplier Failure which are dealt with by International Passenger Protection Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039. International Passenger Protection Limitied is authorised and regulated by the Financial Conduct Authority. DAS Legal Expenses Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: www.das. co.uk. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited. Head and Registered Office: North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales. Company Number 5417859. Website: www.daslaw.co.uk.

- 2. This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).
- 3. This Policy Booklet along with your Policy Schedule give you full details of the cover and the conditions you must satisfy to ensure you are fully covered. Please read this carefully, especially the Declaration on pages 3 and 4. Contact us on 0345 111 0030 if you need any further help and advice.
- 4. You must tell us any facts we ask for in the Declaration and which could affect this insurance. If you do not, you may not be fully covered and this may result in us refusing a claim, or only paying part of a claim or we may cancel your insurance policy. You must give us any information which may influence our decision to provide or continue your cover or the way we calculate your premium (for example, your health or the health of any other person insured on the policy). If you are not sure whether we need to know a particular fact, please contact us.
- 5. Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

### Pre-existing Medical Conditions

#### Declaration

The John Lewis Travel Insurance Policy contains conditions and exclusions in relation to the health of the insured persons and the cover provided.

#### Medical Exclusions

If at the time of purchasing this policy, and when booking a **trip** under an annual multi-**trip** policy, anyone insured under this policy answers 'Yes' to any of the following questions, this policy will not provide cover for any claim arising directly or indirectly from that condition.

- A. Has anyone been referred to and is still waiting to be seen by a hospital doctor?
- B. Is anyone waiting for an operation, post operative check up, any other hospital treatment or any medical investigations, tests or test results (for anything other than a) pregnancy or b) the following routinely offered NHS screening tests: Cervical screening, Breast screening, Bowel cancer screening and Abdominal aortic aneurysm screening)?
- C. Does anyone have a condition for which a terminal prognosis has been given?
- D. Is anyone travelling against the advice of a doctor, or in order to obtain medical advice or treatment abroad?

#### Health Questions

At the time of taking out this policy, and also when booking a **trip** (under an annual multi **trip** policy) **you**, and each insured person must read, and be able to answer 'No' to the health questions (1-9).

If anyone insured under this policy answers 'Yes' to any of the questions, they must contact **us** on **0345 111 0030**, to declare all their existing medical conditions regardless of whether they are applicable to the health questions below, and to see if cover can be provided.

You may have to pay an extra premium to include cover for your medical conditions.

You must ensure that all answers to medical questions that you give are truthful and accurate. In the event that you do not notify us if required to do so, or you do not declare fully and accurately all existing medical conditions when contacting us we reserve the right to cancel the policy, or refuse to deal with any claim arising, or to reduce the amount of any claim paid.

If you are in any doubt as to how to answer any questions, you must refer to your GP.

- 1. Has anyone been admitted to hospital overnight or treated as a day-patient in the last 12 months?
- 2. Has anyone ever been diagnosed with or received any treatment or medication for any heart/cardiac problem?
- 3. Does anyone have a breathing condition for which they take more than 2 prescribed medications, or for which their medication has changed in the last 6 months?
- 4. Does anyone have a breathing condition which in the last 5 years has required either the use of supplementary oxygen or the use of a nebuliser?
- 5. Has anyone ever been diagnosed with or had treatment for any circulatory condition (including stroke, TIA (mini stroke), blood clots), or diabetes?
- 6. Has anyone ever been diagnosed with or had treatment for High Blood Pressure? (Where high blood pressure is controlled by no more than one medication and their medication has not changed in the last 6 months, this question can be answered as 'No')

- 7. Has anyone been diagnosed with or had any treatment in the last 5 years for any type of cancer (including leukaemia) or brain tumour?
- 8. Has anyone ever had an organ transplant, or been on kidney dialysis?
- 9. Has anyone ever had dementia, a psychiatric or a psychological illness?

If you can agree this declaration any existing medical conditions will be covered by this policy, therefore please do not contact us as you may be charged an additional premium unnecessarily.

### Changes to your health (applies to Annual Multi-Trip policies only)

#### Part One

If your health changes after you purchased your policy but before you travel, you must contact us immediately on 0345 111 0030, to tell us about these changes if because of these you:

- · Have seen a doctor or seen or been referred to a consultant or specialist
- Have been admitted to hospital, or are waiting to receive treatment (including surgery, tests or investigations)

We will then tell you if we can cover these medical conditions free of charge or for an additional premium.

#### Part Two

If **we** cannot cover **your** medical conditions, or **you** do not want to pay the additional premium quoted, **we** will give **you** the choice of either:

- Cancelling your policy and receiving a proportionate/partial refund (provided that you have not made a claim or are not about to); or
- Making a cancellation claim for any pre-booked trips; or
- Continuing the policy but without cover for your medical conditions.

### Schedule of Benefits

This table indicates the limits of cover available under each section of the policy. It should be read in conjunction with **your** Policy Schedule which will confirm what level of cover **you** have taken along with details of any optional covers **you** have selected.

		Essential		Plus		Premier	
Section Number	Section	Limit	Excess	Limit	Excess	Limit	Excess
Section 1	Cancellation	£1,000	£100	£5,000	£60	£8,000	£50
Section 2	Missed Departure	N/A	_	£600	_	£1,000	_
Section 3	Delay and Holiday Abandonment Delay benefit  Maximum payment Holiday Abandonment	£15 per 24 hours £300 £1,000	- £100	£20 per 12 hours £400 £5,000	- £60	£30 per 8 hours £600 £8,000	- £50
Section 4	Curtailment	£1,000	£100	£5,000	£60	£8,000	£50
Section 5	Travel Disruption Replacement transport or accommodation Cancellation/Curtailment Enforced stay	N/A	-	£1,000 £5,000 £1,000	£60	£2,000 £8,000 £2,000	£50
NB Cover t	under Section 5 is only applicable or	Plus Cove	er if you ha	ve paid the	additional	premium	
Section 6	Medical and Other Expenses	£2m	£100	£5m	£60	£10m	£50
Section 7	Hospital Benefit Daily benefit Maximum payment	£15 £300	-	£25 £750	_	£50 £1,500	_
Section 8	Personal Accident Loss of limbs or sight Permanent Total Disablement Death Benefit (aged 18 – 64) (aged under 18)	N/A	-	£25,000 £25,000 £15,000 £2,500	-	£50,000 £50,000 £30,000 £3,500	-
Section 9	Personal Belongings Valuables Single item limit Mobile phones	£500 £200 £200 N/A	£100	£1,500 £300 £300 £300	£60	£2,500 £400 £400 £400	£50
NB Cover (	under Section 9 is only applicable or	Essential i	f you have	paid the ac	lditional pr	emium	
Section 10	Delayed Baggage Per 12 hours Maximum payment	N/A	_	£50 £150	_	£100 £300	_
Section 11	Money and Documents Cash limit (aged over 18) (aged under 18)	N/A	-	£500 £200 £75	£60	£800 £300 £100	£50

		Esse	Essential		Plus		Premier	
Section Number	Section	Limit	Excess	Limit	Excess	Limit	Excess	
Section 12	Loss of Passport	N/A	-	£250	_	£500	_	
Section 13	Personal Liability	£2m	£200	£2m	£200	£2m	£200	
Section 14	Catastrophe	N/A	-	£500	-	£1,000	-	
Section 15	Mugging Per 24 hours Maximum payment	N/A	_	£50 £500	-	£100 £1,000	-	
Section 16	Pet Care	N/A	-	£200	_	£500	_	
Section 17	Travel Legal Guard	N/A	-	£25,000	_	£50,000	-	
Section 18	End Supplier Failure	N/A	-	£1,500	_	£1,500	_	
Section 19	Hijack Per 24 hours Maximum payment	N/A	-	N/A	-	£100 £1,000		
Optional se	ections of cover							
Section 20	Winter Sports Winter sports equipment Winter sports equipment hire Daily benefit Maximum payment Ski Pack Piste closure Daily benefit Maximum payment Avalanche cover Daily benefit Maximum payment	N/A	-	£400 £20 £400 £250 £30 £300 £300	£60 - - -	£750 £30 £600 £350 £50 £500	£50 - - -	
Section 21	Golf Golf Equipment Golf Equipment hire Daily benefit Maximum payment Green Fees Daily benefit Maximum payment	N/A	-	£1,000 £20 £200 £50 £300	£60 -	£1,000 £20 £200 £50 £300	£50	
Section 22	Wedding Wedding attire (per couple) Wedding gifts (per couple) Wedding rings (per ring) Photographs and video	N/A	-	£1,500 £1,000 £500 £750	£60 £60 £60	£1,500 £2,000 £1,000 £750	£50 £50 £50	
Section 23	Technology	N/A	-	£1,500	£60	£2,500	£50	

All cover limits and excesses shown are per person.

#### Excesses

- 1. Double excess if you have selected the double excess option your excess will be double that shown in the table other than for Sections 13 and 18 where the double excess option does not apply. Your Policy Schedule will confirm whether or not you have taken the double excess option.
- 2. Excess waiver if you have selected the excess waiver option you will not have to pay the excess shown in the table other than for Sections 13 and 18 where the excess waiver option does not apply. Your Policy Schedule will confirm whether or not you have taken the excess waiver option.
- 3. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

Please note that the sum insured is the most you can claim under the section but other limits may apply. These are shown under the appropriate sections of the policy. All cover limits and excesses shown are per person.

Optional Sections of cover are subject to payment of an additional premium. If you have paid for this optional add-on, it will be shown on your Policy Schedule.

### Definitions

Wherever the following words and phrases appear in this Policy or the Schedule they will always have the meanings shown below. These terms may have different meanings under Section 17 and Section 18. Please refer to these sections for more information.

Accidental injury – Injury to you resulting directly from an accident involving something violent and visible. This does not include sickness or disease, any natural condition or the result of anything that happens gradually.

Acts of terrorism - An act, including but not limited to the use or threat of force or violence, by any person or group, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any Government and/or to cause fear to the public, or any section of the public.

**Booked Scheduled Transport** – The following regular scheduled forms of transport: Train, Coach, Bus, Aircraft or Sea Vessel which run to a timetable and where you are a fare-paying passenger, and pre-booked Taxis.

Business associate – Anyone who works at your place of business and who needs to be in work while you are away so the business can run properly.

Catastrophe - Earthquake, Explosion, Fire, Flood, Hurricane, Lightning, Storm and Tempest.

Child – A person under 18 or 21 or under if in full time education.

Close relative – Your mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, common law partner (defined as living together at the same address and including same sex relationships) or fiancé/fiancée.

Couple - Two adults living at the same address who are married, in a civil partnership or living together as if they are married.

Excess – The amount(s) you will have to pay towards any claim. This applies to each section claimed under (if applicable), per insured person, per insured incident.

**Family** – Up to two adults under 65 living at the same address who are married or living together as if they are married, with any number of dependent children (son, daughter, grandchild, step child, foster child) under 18 or 21 or under if in full time education.

Fragile Articles – Perishable goods, glass, antiques, works of art and china.

**Hijack** – The unlawful seizure or wrongful exercise of control of the aircraft, sea vessel or train (or crew thereof) in which **you** are travelling as a passenger.

Home – The address where you live in the United Kingdom.

**Labour dispute or protest** – Any form of action taken, or the threat of action, which prevents or otherwise interferes with producing goods or providing services.

**Manual Work** – Any work that involves working at heights of more than 2 metres and/or the use of physical labour, including but not limited to construction, installation, assembly, building work and any work involving the use of heavy machinery or specialist equipment.

Mugging – Theft or attempted theft involving an act of violence against **you** by someone not insured on this policy which results in **your** injury and hospitalisation.

**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:

- Transport
- Accommodation
- Other tourist services not connected 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, Package Holiday and Package Tour Regulations 1992.

Period of insurance – The period you are covered for as shown in your Policy Schedule.

The time that cover for particular sections starts and ends is given in more detail below.

- For single-trip insurance
  - Cancellation cover starts on the date of issue shown on **your** Policy Schedule. All other cover begins when **you** leave **home** to go on **your trip** and lasts until **you** return **home**, as long as that is within the **period of insurance you** have paid for.
- For annual multi-trip insurance

Cancellation cover starts when **you** book each **trip** or on the start date shown on **your** Policy Schedule, if this is later. Cover under all other sections begins when **you** leave **home** to go on **your trip** and ends when **you** return **home** from that **trip**.

The insurance is only valid if **you** have insured the whole duration of each individual **trip**, as shown on **your** policy schedule. For Annual Multi-**Trip** this will either be a maximum **trip** duration of either 31, 45 or 60 days per **trip**, as shown on **your** policy schedule. The start and finish dates of the **trip** must fall within the 12-month period shown on **your** Policy Schedule.

For holidays booked during the 12-month period and that start after the end of the 12-month period, we will provide cancellation cover until the policy ends.

We will extend the **period of insurance** by up to 30 days, at no extra cost, if **you** have to stay on **your trip** longer because of events which **you** have no control over. If the transport **you** are on is **hijacked**, **we** will automatically provide worldwide cover. The **period of insurance** will continue for up to 12 months without extra charge.

**Personal Belongings** – Items owned entirely by **you** including **your** luggage and their contents, articles **you** are wearing or carrying with **you** including **your valuables**.

**Permanent Total Disability** – Total and permanent disability which medical evidence confirms will prevent **you** undertaking paid work of any and every kind for the rest of **your** life.

**Pre-paid charges** – Charges **you** have paid for before **you** travel, or are contracted to pay, for car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions, green fees and (where **winter sports** premium has been paid) ski passes and/or lessons.

**Ski Pack** – Ski-school fees, ski-instructor fees, hired skis, hired ski boots and bindings, hired snowboard, hired snowboard boots and bindings or hired ice-skates, and the cost of any lift pass **you** have booked.

**Stable condition** – A medical condition which has shown no signs of deterioration and which has not required a change or increase in medication in the last 12 months and which has not necessitated a consultation with a General Practitioner or specialist more regularly than every 6 months.

Terminal prognosis – When a doctor tells a patient that they have a condition that will eventually lead to their death.

Trip – your holiday or business trip that starts and finishes from your home address in the United Kingdom. The start and finish dates of the trip must fall within the period of insurance.

**Unattended** – Where **you** are not in a position to prevent unauthorised interference with the theft or damage to **your** property.

United Kingdom – Great Britain and Northern Ireland, and the Isle of Man.

**Valuables** – Audio, visual, video, photographic, computer and portable navigation equipment, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, tablet devices, MP3 players and electronic games.

We, our, us – Ageas Insurance Limited in respect of all Sections of cover, other than Section 17 –Travel Legal Guard and Section 18 - End Supplier Failure cover where other definitions of this term are provided.

Winter Sports – Please see page 16 for the list of Winter Sports activities that are covered.

You, your - Each insured person named on the Policy Schedule who the correct premium has been paid for.

### Geographical limits

For single trip policies, you are covered for travel to the country(s) listed on your Policy Schedule.

For annual multi-trip policies **your** Policy Schedule will set out the geographical limits of **your** cover. Before travelling please ensure that **your trip** is within the geographical limits identified. These are based on the definitions below.

Area UK England, Scotland, Wales, Northern Ireland, the Isle of Man and the Scilly Isles.

Area EU Europe, the Channel Islands, the Republic of Ireland, the Canary Islands, Algeria, Israel, Lebanon, Libya, Madeira, Morocco, Syria, Tunisia and Turkey.

Area XU Worldwide except the United States of America, Canada and the Caribbean.

Area WW Worldwide.

### Who to contact: Medical Emergency – Assistance International

Assistance International is a 24-hour worldwide emergency service. If **you** need help following a medical emergency, please call: 00 44 23 8064 4633.

#### The numbers from the countries most often visited are as follows.

USA and Canada: 011 44 23 8064 4633

France, Greece, Portugal, Spain and Italy: 00 44 23 8064 4633

Fax number: 00 44 23 8064 4616

Email: ai@ageas.co.uk

We may record or monitor calls for training purposes or to improve the quality of our service.

#### Information needed in medical emergencies

- Your name and address, and your phone or fax number abroad
- Your policy number shown on the schedule
- The details of your booked outward and return journeys
- The type of help **you** need.

If you go into a hospital abroad and you are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.

We may be required to contact your GP in the United Kingdom to check your medical records.

#### Getting you home after a medical emergency

If you are too ill to return home using your return travel tickets, Assistance International can arrange other travel for you. In special circumstances, they will arrange a road or air ambulance. Before you travel, the doctors looking after you must provide a certificate confirming that it is medically necessary for you to return home and that you are fit to travel. The conditions of Section 6 'Medical and other expenses' and condition 5 of the general conditions that apply to all sections also apply to the service provided by Assistance International.

#### Paying medical fees

If possible, you should pay for your medical treatment and then claim these costs back when you return home. If you cannot pay the medical costs out of your own money, contact Assistance International.

#### European Health Insurance Card

A European Health Insurance Card (EHIC) entitles **you** to reduced-cost, sometimes free, medical treatment that becomes necessary while **you** are travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. **You** can pick up an EHIC application form from **your** local Post Office or **you** can complete this online by visiting www.dh.gov.uk/travellers. If **we** agree to a claim for medical expenses which has been reduced because **you** used an EHIC or private health insurance, or through a reciprocal health agreement, **you** will not have to pay the **excess** for this section. If **you** do not have an EHIC, this insurance policy will still be valid.

### Making a claim

#### Section 18 - End Supplier Failure

Please refer to Section 18 on pages 42 and 43 for details as to how to claim for End Supplier Failure cover.

To make a claim under all other Sections of the policy, please call **our** Claims Helpline on **0345 123 1160** as soon as possible to report the claim. The phone line is open 24 hours a day, 365 days a year. They will lodge **your** claim and may issue a claim form.

Fill in the claim form and return it with the relevant proof **we** need as stated here and on the claim form. All the certificates, accounts, receipts, information and evidence **you** send must be in the form **we** ask for. Always send originals and not photocopies. Please ensure **you** keep copies of any documents **you** send to **us**. **You** must pay any costs involved in providing these documents.

We may be required to contact your GP in the United Kingdom to check your medical records.

We will aim to answer all correspondence within five working days of receiving it.

We may record or monitor calls for training purposes or to improve the quality of our service.

Please note that you can only claim for costs and expenses that are not recoverable from any other source.

Please notify **us** of **your** claim as soon as possible. Any unreasonable delays in **your** notification may mean that **we** may not pay **your** claim or may only pay part of it.

You must supply the following to support the validation of your claim:

#### Cancellation

Please send us:

- the reason for cancelling the trip
- your booking invoice or receipt and your cancellation invoice
- independent written proof of the reason for cancellation. For example, if the cancellation is due to an illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured to confirm that cancellation was medically necessary.

#### Missed departure – extra travel and accommodation expenses

You must send receipts or bills for your expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how you got to the port or airport.

#### Delay

When you claim you must ask the airline or transport company to confirm in writing:

- the cause of the delay or cancellation
- the period of the delay
- the scheduled time of departure and arrival
- · the actual time of departure and arrival.

#### Curtailment

Please give the reason **you** cut **your trip** short, confirming that **you** had to come **home** early. Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel. **You** must then send this with **your** claim form.

#### Medical and other expenses

Please send details of the illness or injury and original receipts and bills for any expenses you have paid.

#### Personal accident

Please send full details of the accident and injury.

# Personal belongings, delayed baggage, winter sports equipment, golf equipment, technology cover and wedding cover

Please send full details of the belongings which have been lost, stolen or damaged. You should also send receipts, proof of ownership, or bills for the cost of repairs. For loss or theft claims, you must also send a police report. If your belongings were lost, stolen or damaged while in the care of a carrier or handling agent, you must send a 'carrier's report' or 'property irregularity report' as well as the travel tickets and luggage receipts the carrier or handling agent gave you when you checked in. You must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and your belongings are now considered to be permanently lost.

For delayed baggage claims, please send receipts for the replacement items **you** have bought and a 'carrier's report' or 'property irregularity report'.

#### Money and documents

Please send full details with a police report and cash withdrawal slips or similar proof of the money **you** withdrew or that was held by **you** for business reasons.

#### Loss of passport

Please send a police report and any bills or receipts for travel and accommodation expenses.

#### Personal liability

You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our permission in writing.

#### Catastrophe

Please ask the company providing accommodation, the police or **your** tour operator's representative to confirm in writing that **you** could not use **your** original accommodation and the reason why.

#### Mugging

Please send a police report and a certificate from the doctor confirming the injuries **you** received and the period **you** were in hospital receiving inpatient treatment.

#### Pet care

Please send receipts for the extra kennel or cattery fees **you** have paid. Please also send proof of delay, see Delay section on page 22.

#### Travel Legal Guard

Please send full details of the accident and your injury.

#### Winter sports and golf equipment hire

Please send receipts for the cost of hiring the snowboard or skis or golf clubs and full details of what was lost, damaged or stolen.

#### Ski Pack (lessons, hire and lift pass)

Give the reason for cutting short the use of **your ski pack** and send **us** a medical certificate confirming that this was necessary.

#### Piste closure

Please ask the relevant authority to confirm in writing that the piste was closed. **You** must also send **your** receipts for transport to the other resort and the cost of the lift pass.

#### Avalanche closure

You must get written confirmation from the appropriate authority that getting to or from your resort was not possible for the period claimed due to an avalanche or a landslide.

#### Green Fees

Please ask the relevant authority to confirm in writing that the golf course was closed or please get written evidence of **your** illness/injury in the form of a medical certificate from a registered doctor.

### Sports and Activities

You are not covered for claims caused by you taking part in winter sports (unless you have paid the extra Winter Sports premium), mountaineering, potholing, riding or driving in any kind of race, flying (except as a passenger in a fully-licensed passenger carrying aircraft) or doing any other dangerous activity. However, we automatically cover the activities listed below as standard.

Abseiling Professionally organised and supervised Aerial Safaris In a chartered aircraft, and an organised excursion

Angling Non-professional or semi professional

Antarctic Cruises No camping. Must be sleeping on ship or vessel only

Archery Properly supervised

**Badminton** Non-professional or semi professional

Banana Boat

Baseball Non-professional or semi professional

Basketball Non-professional or semi professional

Body Boarding Non-professional or semi professional

Bowls Non-professional or semi professional

Camel Riding Not racing

Canoeing/Rafting/Whitewater Excludes White water rafting, canoeing or Kayaking above category 2

Catamaran Sailing Coastal waters - not ocean going or racing. (12 miles from the coast maximum) Personal Liability Excluded

Cave Tours Only when accompanied by a qualified guide

Clay Pigeon Shooting Organised event, non-professional

Cricket Non-professional or semi professional

Cross Country Running Non-professional or semi professional

Curling Non-professional or semi professional

Cycling As a means of transport. Excludes Mountain Biking

Deep Sea Fishing

**Dinghy Sailing** Coastal Waters only. No Country to Country. (12 miles from the coast maximum) Personal Liability Excluded - no cover for vessel

**Driving a car, van, lorry or similar form of motorised transport** Driver must have the appropriate licence (Non competitive, Excludes professional drivers other than car drivers) excludes Personal Liability and vehicle cover

**Driving or riding as a passenger on a motorcycle or moped** Only if the driver has the appropriate licence to do so. The insured must wear a helmet. No cover for off-roading, track days, racing and competing. Excludes Personal Liability and vehicle cover

Dolphin Swimming Professionally organised trips only

Dry Slope Skiing

Elephant Riding Professionally organised trips only

Fell Running Non-professional or semi professional

Fell Walking Must not be using (or recommended to use) picks, ropes or climbing equipment Fencing Amateur Only

**Fishing** 

Football Not professional, semi professional, competition or tournament or Training Camp

Gliding Not piloting or crewing - Must be flying with qualified pilot

Go karting Up to 120cc - Excludes Personal Liabilty and vehicle cover

Golf See optional 'Golf Cover' add-on for extra cover benefits

Gorilla Trekking

**Gymnastics** Not professional or semi professional

Hiking/Walking/Trekking No ropes or climbing equipment being used (on recognised tourist routes)

Horse Riding Excludes Jumping, Hunting and Competition

Hot air ballooning Licensed operator only, not piloting

Husky Dog sleighing (Passenger)

Ice Skating (on an ice rink)

**Indoor Climbing** At a properly organised activity centre only

Jet boating As a passenger only

Jet Skiing Excludes Personal Liability

Kayaking (river) - See Canoeing

Kite Boarding Not racing / No cover for kite damage

Kite Buggying Not racing / No cover for kite damage

Kite Surfing Not racing / No cover for kite damage

Lapland trips Skidooing, husky dog sledge, reindeer sledge (All as passenger only)

**Light Aircraft (Passenger Only)** Must be a paying passenger - Aircraft must be registered to carry passengers

Marathon Running Including Charity Runs - Not professional

**Military Aircraft (Travelling on)** When it forms part of pre-booked travel arrangements and is as a passenger in fully licenced passenger carrying aircraft

Mountain Boarding Non-professional or semi professional

Mono Skiing (on water)

Netball Non-professional or semi professional

Non Competitive Running Provided not exceeding marathon length (26.2miles)

Orienteering

Paint Balling/War Games

Paragliding/Parascending over water Only when attached to a speedboat

Parapenting Over water only

Passenger Sledge Not competition

Pony Trekking

Powabykes (Up To 15mph) Excludes Personal Liability

**Quad biking** (including ATV's) Only if wearing a helmet & protective clothing, up to 125cc, not racing or competing - Excludes Personal Liability - not covered as a means of transport

Racket Ball

Rambling

Rifle Shooting At a rifle range only and must be adequately supervised. Excludes Personal Liability

Ringos

River Boarding Up to category 2 only

River Bugging

River Sledding

Roller Skating/Blading /Hockey Non-professional or semi professional - Incidental only

Rounders

Rowing Non-professional or semi professional

Safaris without guns Professionally Organised Tours only

Sail Boarding

Sailing Coastal Waters only. No Country to Country. (12 miles from the coast maximum) Personal Liability Excluded - no cover for vessel

Sand Dune Surfing

Sand Buggying Up to 150cc Excludes Personal Liability

Scuba Diving (30 meters) Down to 30 meters - Must be a qualified diver or accompanied by qualified diver

Shark Diving (In Cage in Water) Professionally organised & supervised

**Shooting (Range only)** Must be adequately supervised (Range Only) - Excludes Personal Liability **Skateboarding** 

Skidooing (Passenger only)

Skin Diving see Scuba diving

Skim Boarding

Sky Diving Indoor (Wind Tunnel) Professionally Organised Activity Centre

Sledding

Small Bore Target Shooting Excludes Personal Liability

Snorkelling

Summer Tobogganing

Surfing Non-professional or semi professional

Swimming Non-professional or semi professional

Table Tennis Non-professional or semi professional

Ten Pin Bowling Non-professional or semi professional

Tennis Non-professional or semi professional

Trapeze Activity Centre only - secure environment with harness and nets

**Trekking** No ropes or climbing equipment being used (on recognised tourist routes)

Tug of War Non-professional or semi professional

Volley Ball Non-professional or semi professional

Wakeboarding Non-professional or semi professional

Wall Climbing (Indoor) Properly organised activity centre

Waterpolo Non-professional or semi professional

Waterskiing Non-professional or semi professional

Whitewater Rafting Up to category 2 only

Wilderness Walking On Organised Tour/Recognised Tourist Routes

Wind Surfing

Yachting Coastal Waters only. No Country to Country (12 miles from the coast maximum) Personal Liability Excluded - no cover for vessel

Zip Wiring Professionally organised only

Zorbing

### Winter Sports and Activities

The following list details the **winter sports** and activities that this policy will cover if **you** have chosen to take out the optional Winter Sports cover, have paid the additional premium and **your** policy schedule shows that this is included.

Cross-country skiing

Dog Sledding

Downhill Skiing Non-professional or semi professional and not racing

Glacier Walking

Heli Skiing

Husky Dog Sleighing (Driving) Excludes Personal Liability

Ice Fishing

Ice Skating Excludes speed racing

Mogul Skiing

Mono Skiing

Off-Piste Skiing Only if qualified or accompanied by a qualified guide or instructor

Off-Piste Snowboarding Only if qualified or accompanied by a qualified guide or instructor

Skiddoing (Driving) Excludes Personal Liability

Skiing on-piste

Snowboarding on-piste

Snowmobiling Excludes Personal Liability

Snow Parascending

Snow Shoe Expedition Professionally Organised Expedition

**Snow Tubing** 

Speed skating

Tobogganing Non-professional or semi professional

### Hazardous Sports and Activities

The following list details the hazardous sports and activities that this policy will cover if **you** have chosen to take out the optional Hazardous Sports cover, have paid the additional premium and **your** policy schedule shows that this is included. **You** will need to call **us** on **0345 111 0030** to arrange cover.

Athletics Non-professional or semi professional

Australian Rules Football Non-professional or semi professional

Biathalon Non-professional or semi professional

BMX Biking Including using half-pipes etc. Non Competitive at parks etc. only

Bungee Jumping Professionally organised & supervised

Canoeing/Rafting/Whitewater Above category 2

Cattle Driving Professionally organised & supervised

Cycle Racing Not professional or semi professional

**Endurance Tests** Triathlon

Gymkhana Not professional or semi professional

**Heptathalon** 

High Diving Pool only - no cliff diving etc.

Hockey Not professional or semi professional

Hurling

Lacrosse Not professional or semi professional

Land Skiing (Non-snow)

**Mountain Biking** Cover for recreational mountain biking, including cross-country mountain biking. No cover for the more technical/extreme disciplines such as downhill, freeride, trials/slalom and street riding.

Octopushing Underwater Hockey - non-professional or semi professional

Pelota Non-professional or semi professional

Pentathlon Non-professional or semi professional

Pot holing

Rugby Non-professional or semi professional

**Scuba Diving (40 meters)** Down to 40 meters - must be a qualified diver or accompanied by qualified diver **Sea kayaking** Coastal waters only (12 miles from the coast maximum)

#### Shinty

Squash Non-professional or semi professional

Team Building Refer to more specific activity and apply accordingly

Trampolining Non-professional or semi professional

Triathlon Non-professional or semi professional

Via Ferrata Not covered if using climbing equipment & ropes

Whitewater Rafting Above category 2

Weightlifting Non-professional or semi professional

There is no cover for any insured person participating in any professional or semi-professional activities, competitive events or tournaments.

If you intend to undertake any activity not listed in the policy that may be considered hazardous or you require confirmation of whether your activity is insured, please call us on 0345 111 0030. We may be able to cover your activity as standard, or in some cases for an additional premium.

#### Important

Under Section 13 (Personal Liability), **you** will not be covered for liability caused directly or indirectly by **you** owning or using any aircraft, motorised vehicle, boat, or any form of motorised leisure equipment.

### Important Information

#### 1. About the cover and conditions

This is **your** contract of insurance. It contains certain conditions in each section and general conditions on pages 51 and 52. **You** must meet the conditions or **we** will not accept **your** claim. **We** have designed this insurance to cover a number of events which could affect **your trip**, but there are certain things which are not covered.

#### 2. Limit of cover

Each section of the personal insurance cover shows the most **you** can claim, but other limits may apply – for example, a separate limit exists for **valuables** under the **personal belongings** section and a separate limit exists for cash in the Money and Documents section. If **you** can provide proof of ownership such as an original purchase receipt or valuation, a manual, charger or box, **we** will pay the replacement cost, otherwise **we** will assess the claim after any suitable deduction for wear and tear and depreciation if applicable.

#### 3. Cancelling your policy

If you are not satisfied with this policy and have not taken a trip protected by the cover provided and; have not made a claim against the policy and; there has been no incident likely to give rise to a claim (such as the cancellation of a booked trip), you can cancel this policy within 14 days from the date you receive the policy wording and Policy Schedule. We will then refund your premium in full. We will not refund your premium after the 14-day period. If you have a single-trip policy, we will only refund your premium if the period from the date we issued the policy until your scheduled return date home is greater than 28 days. For both single trip and annual multi trip no refund of premium will be available after the 14 days. If you want to cancel your policy, please contact us on 0345 111 0030. We or anyone we authorise have the right to cancel this policy at any time by sending you 14 days notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for you and we will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point of purchase which may result in the risk no longer being acceptable to  ${\bf us}$ .
- Where we suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means we no longer wish to provide cover.

As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full premium and **you** will not be entitled to any refund.

#### 4. When this policy is valid

This policy is only valid if **you** also have a Policy Schedule showing the correct premium and **you** have paid the premium. The policy describes the cover provided for **you** and the conditions which **your** cover depends on.

#### 5. One-way trips

This insurance is designed to cover a round **trip** which starts and finishes at **your** usual **home** in the **United Kingdom**. **We** may arrange insurance for one-way **trips** of up to 17 days on request. This is limited to the cover and conditions that would have applied if **you** had arranged to return to the **United Kingdom** at the end of the **period of insurance**.

#### 6. Looking after your belongings

You must look after your personal belongings, in particular your valuables and money. You should ensure that you carry your valuables/money with you at all times or ensure they are secure in your locked accommodation, a locked safety deposit box or locked safe. If you do not take reasonable steps to protect your property, we may not accept your claim.

#### 7. Excesses

We will take an excess off each claim you make, per insured person, under certain sections of this insurance policy. The amount you will have to pay towards a claim is shown under each section. If we agree to a medical expenses claim (Section 6) which has been reduced because you have used an EHIC, or private health insurance, or through a reciprocol health agreement, you will not have to pay the excess under that section. If you have chosen to benefit from a reduced premium by taking out the double excess option, this will be shown on your schedule. If you have selected the excess waiver option you will not have to pay the excess other than for Sections 13 and 18 where the excess waiver option does not apply.

Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### 8. For annual multi-trips

#### **UK Trips**

Annual multi-trip insurance provides cover for trips in the United Kingdom, only if they include at least two nights' accommodation, which you must pay for and which has been pre-booked.

#### Couples and families

Annual multi-**trip** cover for **couples** and **families** allows the adults covered under the policy to travel either together or separately. A **child** covered under the annual multi-**trip family** policy can only travel without the insured adults if he or she is travelling with and under the supervision of an adult who is responsible for his or her care for the length of the **trip**.

#### Winter sports

Annual multi-trip cover will provide up to 17 days' Winter Sports cover in one year if you have paid

the appropriate premium.

#### Declaration

The declaration applies to each trip separately.

#### Limits of cover

The limits of cover apply to each insured person and each insured trip separately.

#### 9. For business travel insurance

The single-**trip** and multi-**trip** premium will automatically cover **you** while **you** are away from **home** on a business **trip** which is for managerial, clerical or other non-**manual work**.

#### 10. Eligibility

This policy is only available to persons who have been resident in the **United Kingdom** for at least 6 months prior to taking out this insurance, who have a **home** address in the **United Kingdom** and who are registered with a General Practitioner in the **United Kingdom**.

#### 11. Medicare/Medicaid

For travel to the United States of America, we will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

### Your Cover

#### Section 1 - Cancellation

Essential: Up to £1,000
 Plus: Up to £5,000
 Premier: Up to £8,000

#### What is covered

You will be covered for your proportion of expenses you have paid or legally have to pay for your travel and accommodation which you do not use if you have no choice but to cancel the trip as a result of one of the following commencing during the period of insurance:

- (a) Your death, injury or illness or that of your travelling companion (not including a tour leader or someone you have paid to provide any part of your trip), the person you are going to stay with, a close relative or business associate
- (b) **You** or **your** travelling companion being required by the police to stay at **home** as a result of burglary, or serious damage by fire, explosion, subsidence, storm flooding, vandalism, fallen tree or impact by aircraft or vehicle to **your** or their **home** or usual place of business in the **United Kingdom**
- (c) **You** or **your** travelling companion being required for jury service or as a witness in a court of law in the **United Kingdom** as long as **you** became aware of the commitment after taking out this policy or booking the **trip** (whichever is later)
- (d) **You** being made involuntarily redundant if **you** are under 65 and have 2 years' continuous employment with the same employer

(e) You or your travelling companion having agreed leave subsequently cancelled by the emergency services or armed forces, for operational reasons. This cover does not apply to cancellation of leave due to war, invasion, acts of terrorism, hostilities (whether war be declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event.

Note - For single-**trip** cover, cancellation insurance starts on the date of issue shown on **your** Policy Schedule. For annual multi-**trip** cover, each **trip** is covered when **you** book it or on the start date shown on **your** Policy Schedule, whichever is later.

In the event of **your** flight being booked in conjunction with a frequent flyer programme, **we** will pay the cost of an equivalent flight to be taken within 3 months from the date of loss.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. You are not covered for claims caused directly or indirectly by the following:
  - (a) You deciding you no longer want to travel
  - (b) A labour dispute or protest
  - (c) Government regulations, acts of parliament or currency restrictions
  - (d) **Your** financial circumstances or unemployment (other than redundancy if **you** are under 65 and have two years' continuous employment with the same employer)
  - (e) The tour operator, or anyone **you** have made travel or accommodation arrangements with, failing to provide the arrangements
  - (f) Your disinclination to travel or loss of enjoyment of your trip
  - (g) You travelling against medical advice or to get medical treatment
  - (h) You failing to get a valid passport or other travel documents you need
  - (i) Your suicide, attempted suicide, intentional self injury, or knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life).
- 2. If you receive compensation from someone or somewhere else, we will deduct this from your claim.
- 3. Costs which have been paid for on behalf of a person who is not insured under this policy.
- 4. If, at the time of taking out this insurance (or booking the **trip** if this was later) **your close relative**, **business associate** or travel companion had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a **stable condition**, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a **stable condition**, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months:

We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.

5. We will not pay the first £100 for Essential Cover, £60 for Plus Cover or £50 for Premier Cover (£10 for deposit-only claims), of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or

excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply:

- 1. You must do everything that you can to get to the airport, port or station you are leaving from on time.
- 2. If you do not tell the travel agent, tour operator or organisations providing transport and accommodation as soon as you need to cancel your trip, the amount we pay will be limited to the cancellation charges that would have applied at that time.

#### Section 2 - Missed Departure - extra travel and accomodation expenses

Essential: No cover
Plus: Up to £600
Premier: Up to £1,000

#### What is covered

If one of the following takes place during the **period of insurance**, **you** will be covered for the cost of extra accommodation (room only) and travel expenses to allow **you** to carry on with **your trip** if **you** arrive at **your** international or final departure point too late to board **your booked scheduled transport** which departs without **you**:

- 1. Labour dispute or protest, mechanical breakdown or bad weather which interrupts your scheduled public transport services, including booked connecting flights.
- 2. An accident or breakdown involving the car in which you are travelling in during the period of insurance and which causes you to arrive at the airport, port or station you are leaving from too late to start the journey you have booked.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply.

- 1. You must do all that you can to arrive at the airport, port or station you are leaving from on time.
- 2. In the case of a **labour dispute or protest**, **you** will only be covered if the dispute is announced and begins during the **period of insurance** and after **you** have booked **your trip**.
- 3. If you miss the departure because your car breaks down or you are involved in an accident, you must send us a repairer's report or police accident report.
- 4. The car **you** are travelling in must be roadworthy and maintained in accordance with the manufacturer's recommendations.

### Section 3 - Delay and Holiday Abandonment

Essential
Plus
Premier
£15 per 24 hours up to £300
£20 per 12 hours up to £400
£30 per 8 hours up to £600

#### What is covered

If the transport on which **you** are booked as a passenger for **your** outward or return journey is delayed for reasons which **you** (or the tour operator) cannot control, **we** will pay **you** one of the following benefits:

- 1. Compensation of:
  - £15 for each full 24-hour period that **you** are delayed, up to a limit of £300 for Essential Cover £20 for each full 12-hour period that **you** are delayed, up to a limit of £400 for Plus Cover £30 for each full 8-hour period that **you** are delayed, up to a limit of £600 for Premier Cover **We** will work out the length of the delay based on the difference between **your** scheduled time of arrival and **your** actual arrival time at **your** final destination; or
- 2. Your cancellation charges (up to £1,000 for Essential Cover, £5,000 for Plus Cover and £8,000 for Premier Cover) if, after a 12-hour delay to the departure of your outward journey from the United Kingdom, you decide to cancel the trip, subject to a cancellation excess of £100 for Essential Cover, £60 for Plus Cover and £50 for Premier Cover unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above.

**Your** Policy Schedule will confirm whether or not **you** have taken either the double **excess** or **excess** waiver option. Under Plus and Premier **you** will only pay a maximum of 2 **excesses** in respect of any one event claimed.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. You are not covered for the following:
  - (a) Any claims if **you** took this insurance out within four weeks of the date **you** are due to leave and it is public knowledge that the journey could be delayed
  - (b) Claims caused by the tour operator, or anyone **you** have made travel or accommodation arrangements with, ceasing to trade
  - (c) Amounts you can get back from someone or somewhere else if you decide to cancel the trip
  - (d) Your disinclination to travel or loss of enjoyment of your trip.

#### Conditions

- 1. You must ask the airline or transport company to confirm in writing:
  - (a) the cause of the delay or cancellation
  - (b) the period of the delay
  - (c) the scheduled time of departure and arrival; and
  - (d) the actual time of departure and arrival.

#### Section 4 - Curtailment

Essential: Up to £1,000
 Plus: Up to £5,000
 Premier: Up to £8,000

#### What is covered

- 1. You will be covered for your proportion of expenses you have paid or legally have to pay for travel and accommodation which you do not use if you have no choice but to cut short the trip and you return home for one of the reasons given below.
  - (a) One of the following people is injured, falls ill or dies:
  - You or the person you had arranged to travel or stay with (not including a tour leader or someone you have paid to provide any part of your trip)
  - A close relative
  - A business associate.
  - (b) Your home is damaged and not fit to live in, or the police ask you to return because your home has been burgled.
- 2. You will be covered for extra travel expenses which are necessary if you have to return home early because a close relative or business associate is seriously ill or injured or has died during the period of insurance.

#### What is not covered

- 1. You are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra Winter Sports premium) mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** have paid the extra Hazardous Sports premium), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
  - (b) You taking part in manual work in connection with a profession, business or trade
  - (c) **Your** suicide, attempted suicide, intentional self injury, or knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
  - (d) The effect of **your** alcohol, solvent or drug dependency or long term abuse, or **you** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction)
  - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
  - (f) Cosmetic or elective surgery
  - (g) You travelling against medical advice or to get treatment
  - (h) Medication and treatment which you knew you would need while you were away
  - (i) You deciding to cut short your trip due to your disinclination to continue your trip, or loss of enjoyment of your trip.
- 2. Costs which have been paid for on behalf of a person who is not insured under this policy

- 3. If, at the time of taking out this insurance (or booking the **trip** if this was later) **your close relative**, **business associate** or travel companion had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a **stable condition**, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months:

We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.

4. We will not pay the first £100 for Essential Cover, £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply.

- 1. If you go into hospital and are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.
- 2. Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3. If you return home early because of an illness, injury or death of a close relative or business associate, you must get a doctor's certificate confirming the illness, injury or death.
- 4. If we pay for your unused travel, we will not also make payment for your additional travel.

### Section 5 - Travel Disruption

This section is designed to provide cover for travellers whose travel plans are disrupted by the unexpected events (as detailed in Sections A, B and C below) and who do not benefit from the protection offered when booking a **Package** holiday.

You will be covered for costs incurred by you which are not recoverable from the accommodation providers, the booked scheduled transport operator, their booking agents (or the administrators of either), your tour operator or travel agent (or their administrators) or for which you have not received or are not expected to receive compensation, reimbursement, damages, refund of tickets, accommodation, transfers or other assistance.

#### Step 1

Before contacting **us** to make a claim for any irrecoverable costs incurred, **you** should firstly contact **your** accommodation provider or **your booked scheduled transport** operator to find out; if they are able to offer **you** reasonable alternative accommodation or transport; whether **you** are able to recover any costs

incurred directly from them or; if they are able to provide **you** with compensation or reimbursement of any kind.

#### Step 2

If after having contacted **your** accommodation provider or **your booked scheduled transport** operator, they have not been able to offer **you** reasonable alternative accommodation or transport, please call **us** on **00 44 23 8064 4633** and, where possible, **we** will assist **you** in making alternative arrangements.

To make a claim for any remaining irrecoverable incurred costs, please call the Claims Helpline on **0345 123 1160**. You may be required to provide evidence confirming any amounts you have been able to recover or that you have not been able to recover your costs elsewhere.

#### Section A – Replacement transport or accommodation

Essential: No cover

Plus: Up to £1,000 if you have chosen optional Travel Disruption cover, paid the additional

premium and your Policy Schedule shows that this is included

• Premier: Up to £2,000

#### What is covered

We will pay you up to the limit shown above for the cost of additional travel expenses and of extra accommodation (room only) expenses which are of a similar standard to that of your pre-booked travel and accommodation, if you have to make alternative arrangements to reach your destination and/or you have to make alternative accommodation arrangements at any point during the period of insurance, as a result of one of the following commencing during the period of insurance:

- (a) The **booked scheduled transport** on which **you** are a passenger for **your** outward or return journey is cancelled or delayed for at least 12-hours.
- (b) A **catastrophe**, outbreak of food poisoning or infectious disease means **you** cannot use **your** booked accommodation.

#### Section B - Cancellation/Curtailment

Essential: No cover

Plus: Up to £5,000 if you have chosen optional Travel Disruption cover, paid the additional

premium and your Policy Schedule shows that this is included

• Premier: Up to £8,000

#### What is covered

If you are unable to make alternative travel arrangements and/or accommodation arrangements, we will pay you up to the limit shown above for your proportion of expenses you have paid or legally have to pay for your travel and accommodation (including excursions up to £250) and other pre-paid charges which you do not use if you have no choice but to cancel the trip OR to cut short the trip and return home early as a result of one of the following commencing during the period of insurance:

- (a) The Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in a country to which **you** are travelling, advising against all travel or all but essential travel to the country or specific area **you** are travelling to OR recommends evacuation from the country or specific area **you** have travelled to.
- (b) A catastrophe, outbreak of food poisoning or infectious disease means you cannot use your booked accommodation.

#### Section C - Enforced Stay

• Essential: No cover

Plus: Up to £1,000 if you have chosen optional Travel Disruption cover, paid the additional

premium and your Policy Schedule shows that this is included

• Premier: Up to £2.000

#### What is covered

We will pay you up to the limit shown above for the cost of additional accommodation (room only) expenses (and transport costs if you have to move to different accommodation), which are of a similar standard to that of your pre-booked accommodation, if your return home is delayed and you have to remain at your destination beyond your scheduled return home, as a result of the following commencing during the period of insurance:

(a) The booked scheduled transport on which you are a passenger for your return journey (including connections) is cancelled or delayed for at least 12 hours.

#### What is not covered for Sections A. B and C

- 1. Claims which relate to an event arising after **you** purchased this insurance or the date **you** booked any **trip** (whichever is the later) which was occurring or **you** were aware could occur at the time **you** purchased this insurance or booked the **trip** (whichever is the later).
- 2. Any costs incurred by **you** which are recoverable from **your** credit/debit card provider or for which **you** receive or are expected to receive compensation or reimbursement.
- 3. Any travel and accommodation costs, charges and expenses where the **booked scheduled transport** operator (or their handling agents) has offered alternative travel arrangements.
- 4. Any costs arising from the financial failure of **your booked scheduled transport** operator, **your** accommodation provider, any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked travel or accommodation.
- 5. Any costs if **your trip** was booked as part of a **package** holiday.
- 6. We will not pay the first £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will indicate whether you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions for Sections A, B and C

As well at the general conditions on pages 51 and 52, the following exclusions apply:

- 1. You must check in according to the itinerary supplied to you unless your tour operator, the booked scheduled transport operator (or their handling agents) have requested you not to travel to the departure point.
- You must comply with the terms of contract of the booked scheduled transport operator and seek
  financial compensation, assistance or a refund of your ticket from them in accordance with such
  terms and/or (where applicable) your rights under EU Air Passenger Rights legislation in the event of
  cancellation or long delay of flights.
- If the same costs and charges are also covered under any other section of the policy you can only claim for these under one section for the same event.

### Section 6 - Medical and Other Expenses

Essential: Up to £2 million
Plus: Up to £5 million
Premier: Up to £10 million

#### What is covered

You will be covered for the following expenses incurred outside the United Kingdom caused by you becoming ill, being injured or dying during the period of insurance, as long as the expenses are necessary:

- (a) Expenses you would have to pay, outside the United Kingdom and the country where you normally live, within 12 months of the start of your illness or injury. The expenses must be for medical, surgical or hospital charges, ambulances, nursing homes and nursing
  - (b) The extra cost of returning to **your home**, including returning **you** by air ambulance if this is medically necessary
  - (c) Your extra accommodation (room only) expenses
  - (d) Extra travel and accommodation (room only) expenses for one person who has to either stay with **you** or travel from the **United Kingdom** to escort **you home** if **you** are seriously ill or injured
  - (e) The extra cost, above that which would be paid in the **United Kingdom**, for funeral expenses abroad or of bringing **your** body or ashes **home**
  - (f) If **you** are on a business **trip** and **your** company needs to send someone to replace **you**, **we** will pay their replacement's economy class air fare or second-class rail fare to the point at which **you** were too ill to continue the business **trip**
  - (g) Emergency dental treatment up to £300 for the immediate relief of pain only.

#### What is not covered

- 1. You are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra Winter Sports premium) mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** have paid the extra Hazardous Sports premium), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
  - (b) You taking part in manual work in connection with a profession, business or trade

- (c) **Your** suicide, attempted suicide, intentional self injury, or knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
- (d) The effect of **your** alcohol, solvent or drug dependency or long term abuse, or **you** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction)
- (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
- (f) Cosmetic or elective surgery
- (g) You travelling against medical advice or to get treatment
- (h) **You** are not covered for treatment or surgery whilst on **your trip** where the requirement for this was known prior to **your** travelling.
- 2. You are not covered for treatment or surgery which our medical advisers and the doctor treating you believe is not essential or could wait until your return home.
- 3. You are not covered for extra costs for a single room or private accommodation.
- 4. You are not covered for any treatment you receive after you have returned home.
- 5. **You** are not covered for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Agreement.
- 6. If, at the time of taking out this insurance (or booking the **trip** if this was later) **your close relative**, **business associate** or travel companion had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a **stable condition**, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a **stable condition**, at regular intervals which have been arranged beforehand)
  - had been given a **terminal prognosis**, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.

7. We will not pay the first £100 for Essential Cover, £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed. The excess will not apply if your claim has been reduced because you have used an EHIC or private health insurance.

#### Conditions

- 1. If you go into hospital and are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.
- 2. Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3. You must not arrange to be taken home without our permission. Our medical advisers will consult the

doctors treating you to decide whether it is necessary.

- 4. We may tell you to return if our medical advisers and the doctors treating you decide that you are fit to travel.
- 5. If we pay for your additional travel arrangements to return to the United Kingdom, we will not also pay for your unused travel.

#### Section 7 - Hospital Benefit

Essential: £15 per 24 hours up to £300
 Plus: £25 per 24 hours up to £750
 Premier: £50 per 24 hours up to £1,500

#### What is covered

If you fall ill or are injured during the **period of insurance**, you will receive £15 for Essential Cover, £25 for Plus Cover, £50 for Premier Cover for each full 24 hours that **you** spend as an inpatient in a hospital outside the **United Kingdom** and the country where **you** normally live.

NB: Any amount **you** receive under this section will be on top of any amount that **you** receive under Section 6. **You** can use this cover to help pay for out-of-pocket expenses such as taxi fares and phone calls paid for by **you** or someone travelling with **you** while **you** are in hospital.

#### What is not covered

- 1. You are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra Winter Sports premium) mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** have paid the extra Hazardous Sports premium), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
  - (b) You taking part in manual work in connection with a profession, business or trade
  - (c) **Your** suicide, attempted suicide, intentional self injury, or knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
  - (d) The effect of **your** alcohol, solvent or drug dependency or long term abuse, or **you** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction)
  - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
  - (f) Cosmetic or elective surgery
  - (g) You travelling against medical advice or to get treatment.
  - (h) Medication and treatment which you knew you would need while you were away.

#### Section 8 - Personal Accident

Essential: No coverPlus: Up to £25,000Premier: Up to £50,000

#### What is covered

If, during the **period of insurance**, **you** suffer an **accidental injury** and lose **your** sight, lose a limb, become completely disabled or die within 12 months, directly as a result of the accident, **you** or **your** personal representatives can claim one of the following amounts:

(a) Death (of a person aged 18 to 65)

Essential: No coverPlus: £15,000Premier: £30,000

(b) Loss of one or more limbs at or above the wrist or ankle, or permanent loss of all sight in one or both eyes (for persons aged 18 to 65)

Essential: No cover
 Plus: £25,000
 Premier: £50,000

(c) **Permanent Total Disability** (of a person aged 18 to 65)

Essential: No coverPlus: £25,000Premier: £50,000

NB: For a person aged under 18 the maximum benefit payable under (a) above is limited to £2,500 on Plus Cover and £3,500 on Premier Cover.

#### What is not covered

- 1. You are not covered for claims caused directly or indirectly by the following:
  - (a) You taking part in winter sports (unless you have paid the extra Winter Sports premium) mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if you have paid the extra Hazardous Sports premium), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
  - (b) You taking part in manual work in connection with a profession, business or trade
  - (c) **Your** suicide, attempted suicide, intentional self injury, or knowingly or deliberately putting **your**self at risk (unless **you** are trying to save someone's life)
  - (d) The effect of **your** alcohol, solvent or drug dependency or long term abuse, or **you** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction)
  - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
  - (f) Cosmetic or elective surgery
  - (g) You travelling against medical advice or to get treatment

- (h) Medication and treatment which you knew you would need while you were away.
- 2. **You** are not covered under this section for any claim if it was caused by medical or surgical treatment, unless it was necessary after the accident.
- 3. You are not covered if the accident was caused by a medical condition that existed before your trip.

#### Conditions

As well as the general conditions on pages 51 and 52, the following condition applies:

1. If you make a claim, you must allow our medical advisers to examine you as often as they need to. (We will pay any costs and your expenses for these examinations.)

#### Section 9 - Personal Belongings

Essential: Up to £500 if you have chosen optional Personal Belongings cover, paid the additional

premium and your Policy Schedule shows that this is included

Plus: Up to £1,500
 Premier: Up to £2,500

#### What is covered

If you accidentally lose your personal belongings, or if they are stolen or damaged, you can claim up to the limit shown above to replace or repair them. If you can provide proof of ownership such as an original purchase receipt or valuation, a manual, charger or box, we will pay the replacement cost, otherwise we will assess the claim after any suitable deduction for wear and tear and depreciation if applicable.

There is a limit of £200 for Essential Cover, £300 for Plus Cover and £400 for Premier Cover for one item, pair or set. The overall limit for valuables and sports equipment is £200 for Essential Cover, £300 for Plus Cover and £400 for Premier Cover. The overall limit for mobile phones, including smart phones and mobile electronic personal communication devices is £300 for Plus Cover and £400 for Premier Cover. Mobile phone cover is not applicable to Essential Cover.

#### What is not covered

- 1. You are not covered for the following.
  - (a) Loss of, theft of or damage to **your personal belongings** during **your** outward or return journey if **you** do not get a written 'carrier's report', or a 'property irregularity report'. **You** must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and **your** belongings are now considered to be permanently lost. If **you** cannot report the loss, theft or damage to the airline straight away, **you** must do so in writing within seven days
  - (b) Loss or theft of **your personal belongings** at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
  - (c) Breakage of or damage to **fragile articles**, audio, video or computer equipment, tablet devices, MP3 players and electronic games (unless the breakage or damage is caused by a malicious or criminal act), and any other loss or damage caused by the breakage
  - (d) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
  - (e) Loss of, theft of or damage to food, drink or tobacco products
  - (f) Loss of, theft of or damage to contact or corneal lenses, dentures, or loose precious stones

- (g) Loss of theft of or damage to securities, deeds, documents or property held for business purposes
- (h) Loss of, theft of or damage to **valuables** if **you** leave them in baggage which is checked in to the carrier
- (i) Loss of, theft of or damage to **valuables you** are not carrying with **you** unless **you** have kept them in locked accommodation, a safe or a safety deposit box
- (j) There is no cover for loss of, theft of, or damage to personal belongings left in a vehicle overnight
- (k) Loss of, **theft** of or damage to mobile phones, including smart phones and mobile electronic personal communication devices (applicable to Essential Cover only).
- 2. Winter Sports equipment is not covered under this section (see optional Winter Sports insurance on pages 43 to 46).
- 3. We will not pay the first £100 for Essential Cover, £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply:

- 1. You must take proper care of your belongings and act as if you did not have this insurance policy.
- 2. If your claim involves a pair or set, we will only pay the value of the part of the pair or set which is lost, stolen or damaged.
- 3. You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

### Section 10 - Delayed Baggage

Essential: No cover

Plus: £50 per 12 hours up to £150Premier: £100 per 12 hours up to £300

#### What is covered

If your personal belongings are temporarily lost for more than 12 hours on your outward journey, you can claim up to the amount shown above for the replacements you need to buy.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusion applies:

1. If you receive compensation from someone or somewhere else, we will deduct this from your claim.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply:

 As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items.

- 2. If your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount we have already paid for delayed baggage.
- 3. Original receipts must be kept for any items purchased.

#### Section 11 - Money and Documents

Essential: No cover

Plus: Up to £500, cash limit of £200, or £75 if aged under 18
Premier: Up to £800, cash limit of £300, or £100 if aged under 18

#### What is covered

We will repay you if you lose any of the following or they are stolen:

- Bank notes
- Coins
- Travel tickets
- Admission tickets
- Passports (residual value only)
- The cost of replacing qualification certificates.

This cover starts from the time **you** get the money or documents or 72 hours before **you** leave **home** to go on **your trip**, whichever is later.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. You are not covered for the following:
  - (a) Loss or theft if **you** have not reported it to the police within 24 hours of discovering the loss or theft and **you** have not got a police report
  - (b) Loss of value or shortages caused by a mistake
  - (c) Money left in baggage which **you** have checked in to the carrier or which **you** do not keep with **you**, unless it is in locked accommodation, a safety deposit box or a safe
  - (d) Loss of travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service
  - (e) Loss of, theft of or damage to money and documents **you** are not carrying with **you** unless **you** have kept them in locked accommodation, a safe or a safety deposit box.
- 2. We will not pay the first £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions

As well as the general conditions on pages 51 and 52, the following condition applies:

1. You must take proper care of your belongings and act as if you did not have insurance.

## Section 12 - Loss of Passport

Essential: No coverPlus: Up to £250Premier: Up to £500

#### What is covered

You will be covered for all necessary extra travel and accommodation (room only) expenses incurred as a result of having to travel to obtain a replacement passport if it is lost or stolen during the **period of insurance**. This will also include the cost of the emergency replacement or temporary passport or visa obtained outside the **United Kingdom**.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusion applies:

1. You are not covered for loss or theft if you have not reported it to the police within 24 hours of discovering the loss or theft and you have not got a police report.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply:

- 1. You must take proper care of your passport and act as if you did not have this insurance.
- 2. You are not covered for any expenses arising whilst you are in the United Kingdom.
- 3. You are not covered for any extra travel and accommodation expenses incurred in returning to the United Kingdom.

## Section 13 - Personal Liability - up to £2 million

#### What is covered

If you accidentally injure someone or damage someone else's property whilst on a trip during the period of insurance, you will be covered for your legal liability:

- (a) to people who do not work for **you** or with **you** and who are not **your** travelling companions or a **close relative**; and
- (b) for accidental damage to property which is not owned or being looked after by **you** or a **close relative**. If **you** are legally responsible for accidental damage to rented accommodation, **we** will pay up to £100,000 for a single incident.

This cover includes legal expenses which you have paid with our permission.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. This section does not cover liability caused directly or indirectly by **you** owning or using any aircraft, motorised vehicle, boat or any form of motorised leisure equipment.
- 2. This section does not cover employer's liability or liability caused by **you** carrying out contracts, supplying goods and services, or doing any paid or voluntary work.
- 3. You will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.

- 4. We will not pay the first £200 of every claim to do with rented accommodation. Neither the double excess nor the excess waiver option apply to this section.
- 5. This section does not cover liability caused directly or indirectly by **you** owning, controlling or the use of any animal.
- 6. This section does not cover liability caused directly or indirectly by you owning, or the use of any firearm.
- 7. You will not be covered for any claim arising from any deliberate act or omission by you.

#### Conditions

As well as the general conditions on pages 51 and 52, the following condition applies:

1. You must send us any writ, summons or other legal documents as soon as you receive them.

You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.

### Section 14 - Catastrophe

Essential: No cover
Plus: Up to £500
Premier: Up to £1,000

#### What is covered

We will pay you up to the amounts shown above for extra accommodation and transport costs you need to pay to move to alternative accommodation of a similar standard to that you originally booked, if, as a result of a catastrophe during your trip, you cannot use your accommodation.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. Extra expenses unless **you** get a letter from the company providing accommodation, the police or **your** tour operator's representative confirming that **you** could not use **your** original accommodation.
- 2. Extra expenses which **you** are able to claim from the company providing **your** original accommodation, **your** tour operator or anywhere else.
- 3. Any expense which you would normally have expected to pay during your trip.

## Section 15 - Mugging

Essential: No cover

Plus: £50 per 24 hours, up to £500
 Premier: £100 per 24 hours, up to £1,000

#### What is covered

If during the **period of insurance you** are **mugged** and injured and **you** have a valid claim under Section 6 – Hospital Benefit, **you** will receive a further £50 for Plus Cover and £100 for Premier Cover for each full 24 hours that **you** spend as an inpatient in a hospital outside the **United Kingdom** and the country where **you** normally live.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusion applies.

1. You are not covered if you do not report the mugging to the police and get a report from them.

### Section 16 - Pet Care

Essential: No coverPlus: Up to £200Premier: Up to £500

#### What is covered

We will pay up to the amount shown above for extra kennel or cattery fees if **your** final booked return international journey back to the **United Kingdom** by aircraft, sea vessel, coach or train is delayed for more than 24 hours due to poor weather conditions, a strike, industrial action or mechanical breakdown.

**You** must get written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted. **You** must keep all receipts for the extra kennel or cattery fees **you** pay.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. Any kennel or cattery fees you pay outside the United Kingdom as a result of quarantine regulations.
- 2. Any claims where **you** have not checked in for **your trip** at the final international departure point at or before the recommended time.

### Section 17 - Travel Legal Guard

Essential: No coverPlus: Up to £25,000Premier: Up to £50,000

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

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

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Registered in England and Wales, Company number 5417859. Website: www.daslaw.co.uk

### The following definitions of words and terms apply to section 17 only.

Throughout this section, the words and phrases listed below have the meanings given next to them and are printed in bold:

### Appointed representative

The **preferred law firm**, law firm or other suitably qualified person appointed by **us** to act on **your** behalf, subject to the **DAS Standard Terms of Appointment**.

### Costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**
- (b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

#### Countries covered

As per the geographical area on your policy schedule.

### DAS Standard Terms of Appointment

The terms, conditions and remuneration that an **appointed representative** must agree to prior to acting on **your** behalf, which could include a conditional fee agreement (no win, no fee) for certain types of claim. Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

#### Date of occurrence

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

#### Period of insurance

The period for which we have agreed to cover you.

#### Preferred law firm

A law firm or barristers chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit at regular intervals. They are appointed according to the **DAS Standard Terms of Appointment**.

### Reasonable prospects

In all claims the prospects that **you** will recover losses or damages (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **reasonable prospects** will be assessed by **us** or a **preferred law firm** on **our** behalf.

#### We, us, our

DAS Legal Expenses Insurance Company Limited.

#### You/Your

Each insured person named on the insurance schedule.

We agree to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of cover.

### What is covered

#### Personal Injury

We will pay an appointed representative on your behalf costs and expenses to represent you following a specific or sudden accident that causes your death or bodily injury to you.

provided that:

- 1. reasonable prospects exist for the duration of the claim; and
- 2. the date of occurrence of the insured incident is during the period of insurance; and
- 3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the countries covered: and
- 4. the insured incident happens within the countries covered; and
- 5. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000 for Plus cover, or £50,000 for Premier cover. (There is no cover if you have chosen Essential cover) and
- 6. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 7. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal; and before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 8. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist; and
- 9. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award: and.
- 10. in the event of a claim, should you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside of the DAS Standard Terms of Appointment and these will not be paid by us.

#### Legal advice service

**We** provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. However, **we** may need to call **you** back depending on the enquiry. Legal advice about the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and DAS will call **you** back within operating hours. To help **us** check and improve **our** service standards, **we** may record all calls.

To make a personal injury claim or request legal advice, please call 0344 893 9013. **We** will not accept responsibility if the Legal advice service fails for reasons **we** cannot control.

Please do not ask for help from a lawyer or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

#### What is not covered

#### 1) Excluded claims

- (a) Illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
- (b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that

has caused physical bodily injury to you

- (c) Clinical negligence
- (d) Defending your legal rights, but defending a counter-claim is covered
- (e) Any legal action against the travel agent, tour operator or carrier
- (f) Any **costs and expenses** that **you** have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).

### 2) Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

### 3) Costs not agreed by us

Costs and expenses incurred before our written acceptance of a claim.

#### 4) Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and **you** must not negotiate or agree to a settlement without **our** written consent
- (b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses
- (c) We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and conduct in your name the pursuit or settlement of any claim. You will also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all information and assistance required.

#### 5) Assessment and recovery of costs

- (a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this
- (b) You must take every step to recover costs and expenses that we have to pay and must pay us any amounts that are recovered.

### 6) Cancellation of a representative's appointment

If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end immediately, unless we agree to appoint another appointed representative.

#### 7) Expert Opinion

We may require you to get at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

#### 8) Withdrawal of coverage

If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

### 9) Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www. financial-ombudsman.org.uk)

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.

### 10) Claims under this section by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

### 11) Other insurances

If the insurance provided by this section is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

#### DATA PROTECTION

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

#### WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

#### HOW WE WILL USE YOUR INFORMATION

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

#### WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

#### HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you

wish to request that we no longer use your personal data, please contact us at dataprotection@das.co.uk.

#### WHAT ARE YOUR RIGHTS?

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you. Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer

DAS Legal Expenses Insurance Company Limited

DAS House

Ouay Side

Temple Back

Bristol

BS1 6NH

Or via Email: dataprotection@DAS.co.uk

#### HOW TO MAKE A COMPLAINT

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

www.ico.org.uk

## Section 18 - End Supplier Failure

Essential: No coverPlus: Up to £1,500Premier: Up to £1,500

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom, who are regulated by the Financial Conduct Authority and is underwritten by certain underwriters at Lloyd's.

### Additional definitions applying to this section of cover only:

We/us/our - International Passenger Protection Limited.

Insurers - Certain underwriters at Lloyd's.

**Financial Failure** means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

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

#### What is covered

The Insurer will pay up to £1,500 in total for each insured Person named on the Invoice for:

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

#### What is not covered

### The Insurer will not pay for:

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

#### How to make a claim

Any occurrence which may give rise to a claim under this section should be advised promptly and in any event within 14 days to: International Passenger Protection Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Telephone: +44 (0)20 8776 3752

## Section 19 - Hijack

Essential: No coverPlus: No cover

Premier: £50 per 24 hours up to £1,000

#### What is covered

We will pay up to the limits shown above for each complete 24 hour period that **you** are unable to reach **your** destination or return to **your home** because the plane, sea vessel or train **you** are travelling on is **hijacked**.

#### What is not covered

Please refer to the general conditions on pages 51 and 52.

## Optional sections of cover – Only available with Plus or Premier Cover

## Section 20 - Winter Sports

We will only provide this cover if you have paid the extra premium and you are under 65. If you have chosen the annual multi-trip cover including Winter Sports cover, you will automatically be covered for up to 17 days' Winter Sports cover in a year.

You will be covered under all Winter Sports sections for the winter sports listed on page 16. You are not covered for anything that is not listed on pages 16 and 17 unless you have contacted us and we have agreed in writing to provide cover.

The following winter sports are specifically excluded:

- · ski racing in major events
- ski jumping
- · ice hockey; and
- · using bobsleighs and skeletons.

**You** are not covered for Winter Sports equipment under Section 9 (Personal belongings) of this travel policy. Please see below for details of cover for Winter Sports equipment. Ski-lift passes are included in the cover provided by Section 11 (Money and documents) of this travel policy.

### Section A – Winter sports equipment

Plus: Up to £400Premier: Up to £750

#### What is covered

**You** will be covered for the cost of replacing **your** snowboard or skis (including bindings), boots and poles if they are lost, stolen or damaged. If **you** can provide proof of ownership such as an original purchase receipt or valuation, a manual or box, **we** will pay the replacement cost, otherwise **we** will assess the claim after any suitable deduction for wear and tear and depreciation if applicable.

### Section B - Winter sports equipment hire

Plus: £20 per day up to £400Premier: £30 per day up to £600.

#### What is covered

If your own equipment is lost, stolen or damaged, you will be covered for the cost of hiring a snowboard or skis (including bindings), boots and poles up to £20 per day for Plus Cover and £30 per day for Premier Cover.

#### What is not covered for Sections A & B

As well as the general conditions on pages 51 and 52, the following conditions apply:

- 1. You are not covered for the following.
  - (a) Loss of, theft of or damage to **your personal belongings** during **your** outward or return journey if **you** do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If **you** cannot report the loss, theft or damage to the carrier straight away, **you** must do so in writing within seven days
  - (b) Loss or theft of **your personal belongings** at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
  - (c) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
  - (d) Loss of, theft of or damage to property left in a vehicle overnight
- 2. You are not covered for any amount which you can get back from someone or somewhere else
- 3. You are not covered for more than £250 for any one snowboard, or pair of skis, boots or poles
- 4. We will not pay the first £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

The **excess** does not apply to claims for temporary loss or hire of Winter Sports equipment under Section B.

#### Conditions for Sections A & B

As well as the general conditions on pages 51 and 52, the following conditions apply:

1. You must take proper care of your belongings and act as if you did not have this insurance policy.

- 2. The following condition applies to claims for delayed baggage on your outward journey.
  - a) As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items; and
  - (b) if **your personal belongings** are never found and **we** agree to pay for permanent loss, **we** will take off any amount already paid for temporary loss.
- 3. You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

### Section C – Ski Pack (lessons, hire and lift pass)

Plus: Up to £250Premier: Up to £350

#### What is covered

If you fall ill or are injured during the period of insurance, you will be covered for the costs of the part of the Ski Pack which you cannot use.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusion applies:

1. We will not pay for accidental injury, illness or death caused directly or indirectly by your participation in any winter sport which is not listed on page 16 under the Winter Sports activities list.

#### Section D - Piste closure

Plus: £30 per day up to £300Premier: £50 per day up to £500

#### What is covered

This section only applies for holidays starting after 10 December and ending before 30 April. If the weather prevents **you** from skiing at the resort **you** are booked into, **you** will be covered for transport costs to take **you** to a different resort and for the cost of a lift pass there. If it is not possible to arrange transport to a different resort, **you** will receive £30 for Plus Cover and £50 for Premier Cover for each whole day's skiing **you** have lost.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply:

- 1. You will not be covered for any amount which you can get back from someone or somewhere else.
- 2. You will not be covered if you take out this insurance within 14 days of going on the trip, unless you booked the trip at the same time.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply:

- 1. Cover will only apply for as long as there are poor snow conditions at your resort.
- 2. You must get written confirmation from the appropriate authority to confirm that the piste was closed or that it was not possible to travel to another resort.

#### Section E - Avalanche closure

Plus: £30 per day up to £300Premier: £50 per day up to £500

#### What is covered

If your arrival at, or departure from, your resort is delayed due to an avalanche or a landslide, you will be covered for extra travel and accommodation expenses. We will pay either £30 per day for Plus Cover or £50 per day for Premier Cover for each full 24 hours that you are delayed.

#### What is not covered

As well as the general conditions on pages 51 annd 52, the following exclusions apply:

- 1. You will not be covered if the tour operator pays for your extra travel and accommodation costs.
- 2. If you receive compensation from someone or somewhere else, we will take this off your claim.

### Section 21 - Golf

If you have chosen to take out the Optional Golf Cover, have paid the additional premium and your policy schedule shows that this is included, we will provide the following Golf Cover.

#### Section A – Golf equipment

Plus Cover: Up to £1,000Premier Cover: Up to £1.000

#### What is covered

You will be covered for the replacement cost of your golf equipment if it is lost, stolen or damaged. If you can provide proof of ownership such as an original purchase receipt or valuation, a manual or box, we will pay the replacement cost, otherwise we will assess the claim after any suitable deduction for wear and tear and depreciation if applicable. The total limit for hired golfing equipment which is lost, stolen or damaged is £100.

### Section B - Golf equipment hire

Plus Cover:
Premier Cover:
£20 per day up to £200
£20 per day up to £200

#### What is covered

If your own golf equipment is lost, stolen or damaged, you will be covered for the cost of hiring replacement clubs as shown in the limits above.

#### What is not covered for Sections A & B

As well as the general conditions on pages 51 and 52, the following exclusions apply.

- 1. You are not covered for the following.
  - (a) Loss, theft or damage to **your personal belongings** during **your** outward or return journey if **you** do not get a written 'carrier's report' or a 'property irregularity report' in the case of an airline. If **you** cannot report the loss or damage to the carrier straight away, **you** must do so in writing within seven days
  - (b) Loss or theft of **your personal belongings** at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them

- (c) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
- (d) Loss or theft of or damage to property left in a vehicle overnight.
- 2. You are not covered for any amount you can get back from someone or somewhere else.
- 3. We will not pay the first £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions that apply to sections A and B

As well as the general conditions on pages 51 and 52, the following conditions apply.

- 1. You must take proper care of your belongings and act as if you did not have this insurance policy.
- a) The following condition applies to claims for delayed baggage on your outward journey. As well as
  getting an authorised 'property irregularity report' from the carrier or handling agent, you must also
  write to them within 21 days of receiving your property back to confirm you had to buy replacement
  items: and
  - b) if your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount already paid for temporary loss.
- 3. You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.
- 4. If your claim involves a pair or set, we will only pay the value of the part of the pair or set which is lost, stolen or damaged.

#### Section C - Green fees

Plus Cover: £50 per day up to £300
Premier Cover: £50 per day up to £300

#### What is covered

If you fall ill or are injured during the period of insurance, or if adverse weather prevents you playing golf at a pre-booked course, you will be covered for the costs of the pre paid green fees which you are not able to use as shown in the limits above.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply.

- 1. You will not be covered for any amount you can get back from someone or somewhere else.
- 2. You will not be covered if you take out this insurance within 14 days of going on the trip, unless you booked the trip on the same date.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply.

- You must get written confirmation from the appropriate authority to confirm that the golf course was closed, if due to adverse weather.
- 2. If you fall ill or are injured, you must get written evidence of your illness/injury in the form of a medical certificate from a registered doctor.

### Section 22 – Wedding

If you are getting married on your trip abroad and have chosen to take out the optional Wedding Cover, have paid the additional premium and your policy schedule shows that this is included, we will provide the following Wedding Cover.

### Section A - Wedding attire, gifts and rings

#### What is covered

If, before the wedding ceremony, **you** accidentally damage or lose **your** wedding attire, wedding gifts, or wedding rings or if they are stolen, **you** can claim up to the following amounts.

### Bride and groom wedding attire

Plus Cover: Up to £1,500 per couple
Premier Cover: Up to £1,500 per couple

### Wedding gifts

Plus Cover: Up to £1,000 per couple
 Premier Cover: Up to £2,000 per couple

### Wedding rings

Plus Cover: Up to £500 per ring
 Premier Cover: Up to £1,000 per ring

We will cover wedding gifts while at the wedding reception up to the limits shown above.

#### What is not covered

As well as the general conditions on pages 51 and 52, the following exclusions apply.

- 1. You are not covered for the following.
  - (a) Loss, theft or damage to your personal belongings during your outward or return journey if you do not get a written 'carrier's report' or a 'property irregularity report' in the case of an airline. If you cannot report the loss or damage to the carrier straight away, you must do so in writing within seven days
  - (b) Loss or theft of **your personal belongings** at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
  - (c) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
  - (d) Loss or theft of or damage to property left in a vehicle overnight
  - (e) Loss or theft of or damage to perishable goods.
- 2. You are not covered for any amount which you can get back from someone or somewhere else.
- 3. We will not pay the first £60 for Plus Cover or £50 for Premier Cover, of your claim made. This applies per Insured person for each claim unless a) you have selected the double excess option in which case your excess will be double that shown above or b) you have selected the excess waiver option in which case you will not have to pay the excess shown above. Your Policy Schedule will confirm whether or not you have taken either the double excess or excess waiver option. Under Plus and Premier you will only pay a maximum of 2 excesses in respect of any one event claimed.

#### Conditions

As well as the general conditions on pages 51 and 52, the following conditions apply.

- 1. You must take proper care of your belongings and act as if you did not have this insurance policy.
- 2. The following condition applies to claims for delayed baggage on your outward journey.
  - (a) as well as getting an authorised 'property irregularity report' from the carrier or handling agent, **you** must also write to them within 21 days of receiving **your** property back to confirm **you** had to buy replacement items; and
  - (b) if your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount already paid for temporary loss.
- 3. You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.
- 4. If your claim involves a pair or set, we will only pay the value of the part of the pair or set which is lost, stolen or damaged.

### Section B - Photographs and video

Plus Cover: Up to £750Premier Cover: Up to £750

#### What is covered

You can claim up to £750 per couple to have your wedding photographs or video retaken if one of the following happens:

- 1. If the pre-booked photographer does not appear due to their accidental injury or illness.
- 2. If your wedding photographs or video are lost or damaged within 14 days of the wedding.

#### What is not covered

1. Anything mentioned in the General Exclusions.

#### Conditions

- 1. In a country where a professional qualification is not recognised, then the individual must be trading as a photographer.
- 2. You must take proper care of your belongings and act as if you did not have this insurance policy.

## Section 23 – Technology

Plus Cover: Up to £1,500Premier Cover: Up to £2,500

If you have chosen to take out the optional Technology Cover, have paid the additional premium and your policy schedule shows that this is included, we will provide the following Technology Cover.

#### What is covered

If you accidentally lose your personal belongings restricted to the following valuable items; audio, visual, photographic, computer, sports equipment, tablet devices, MP3 players, electronic games and watches, or if they are stolen or damaged, you can claim up to the limit shown above to replace or repair them.

NB: The maximum **we** will pay in total under the Personal Belongings section, including the Technology Cover limit is £1,500 on Plus and £2,500 on Premier Cover.

#### What is not covered

As well as the general conditions and exclusions on pages 51 and 52, and the Section 9 - personal belongings conditions and exclusions on pages 32 to 33, the following conditions and exclusions apply.

- 1. Loss, theft or damage to the article or valuable unless owned by you or a member of your family.
- Breakage of or damage to fragile articles, audio, video or computer equipment, tablet devices, MP3 players and electronic games (unless the breakage or damage is caused by a malicious or criminal act), and any other loss or damage caused by the breakage.
- 3. Loss, theft or damage to mobile phones, including smart phones and mobile electronic personal communication devices (these items will only be covered up to the standard policy limits).
- 4. Loss, theft or damage to jewellery (these items will only be covered up to the standard policy limits

#### Conditions

1. All claims must be supported by the original purchase receipt.

## General conditions that apply to all sections

- 1. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct (see Health Questions on pages 3 and 4). You must tell us of any changes to the Answers you have given as soon as possible. Failure to advise us of a change to your Answers may mean that your policy is invalid and that it does not operate in the event of a claim.
- 2. You will not be covered for the following:
  - (a) Any claims arising from routine treatment or care which could reasonably be expected to arise during your period of insurance
  - (b) You travelling contrary to the regulations of your transport provider
  - (c) **We** will not pay for any indirect losses, which result from the incident that caused **you** to claim. For example replacing locks if **you** lose **your** keys
  - (d) If **you** receive compensation from someone or somewhere else, **we** will take this off **your** claim. This does not apply to Section 8 Personal accident
  - (e) Travel to a country or specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel to for all, or all but essential travel
  - (f) Any claim caused directly or indirectly by the following:
    - i) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from a nuclear device or nuclear equipment
    - ii) Your property being held, taken, destroyed or damaged under the order of any government or other authority
    - iii) Pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound
    - iv) War, invasion, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event. (This does not apply to Section 6 Medical and other expenses, while **you** are away from the **United Kingdom**. **You** must follow any relevant suggestions or recommendations made by any government or other authority before or during the **period of insurance**.)
    - v) Acts of terrorism (This does not apply to Section 6 Medical and other expenses and Section 19

       Hijack, while you are away from the United Kingdom. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance)
    - vi) The use, release or threat of any nuclear weapon or device or chemical or biological agent;
    - vii) The failure, or fear of failure, of equipment or computer program, whether or not **you** own it, to recognise or correctly interpret or process any date as the true or correct date, or to continue to work correctly after that date (this does not apply to Section 6 Medical and other expenses)
    - viii) **You** taking part in any dangerous or hazardous activity which is not either specified in the policy or which **we** have expressly agreed to provide cover for
    - ix) Leaving your valuables or money and documents unattended

- (g) Any claim related to an incident that **you** were aware of at the time **you** took out this insurance and which could lead to a claim
- (h) Any claim that results from the tour operator, airline, or any other company, firm, or person not being able or not being willing to carry out any part of their obligation to **you**. (This exclusion does not apply to valid claims under Section 5 Travel Disruption or Section 18 End Supplier Failure.)
- (i) Any claim related to you jumping or falling from a building or balcony
- (j) Any claim related to **you** climbing or moving around the inside or outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and **you** falling from any height (unless in an attempt to save someone's life).
- (k) Additional expenses e.g. telephone calls, taxi fares, meals and refreshments or loss of earnings.
- 3. You must follow any relevant suggestions or recommendations made by any government or other authority before and during the **period of insurance**.
- 4. You must do all that you can to keep your claims as low as possible and to prevent theft, loss and damage.
- 5. If **we** pay any expenses which **you** are not covered for, **you** must pay these back within a month of the end of the **period of insurance**.
- 6. If you, or anyone acting for you, deliberately make a false claim or statement, the insurance will end and we will not pay any claims.
- 7. We may take action in your name to get compensation or security for loss, damage or expenses covered by this insurance. You will not pay anything towards this action, but any amount or security handed over will belong to us.
- 8. If **we** have to pay any amounts under the law of another country and **we** would not usually have to pay these amounts under the policy, **you** must repay the amounts to **us**.
- 9. All the sums insured and limits set out in this policy include VAT.
- 10. The premium for this insurance includes insurance premium tax where necessary.
- 11. If we pay a claim because your trip is cancelled, we will not pay a claim under any other section of the policy for the same trip.
- 12. If we agree to a claim for medical expenses which has been reduced because you have used an EHIC or private health insurance, or through a reciprocal health agreement, you will not have to pay the excess for this sections.

Signed for the Insurers

François-Xavier Boisseau

CEO, Insurance

Ageas Insurance Limited

## Complaints procedure

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Advisor Ageas Insurance Limited Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

We will try to resolve your complaint by the end of the third working day. If we are unable to do this, we will write to you within five working days to either:

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

We will review your complaint and do our best to address your concerns. If the matter is not resolved to your satisfaction you can write to the Financial Ombudsman service and further information about this can be found below.

If you feel you have any cause for complaint regarding the sales literature, the way in which your policy was sold to you, medical screening or regarding the information and advice about your policy, please contact:

The Compliance Manager, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke on Trent, ST4 4TV.

They will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman service and further information about this can be found below.

If **your** complaint is concerning Section 17 - Travel Legal Guard, please contact DAS Legal Expenses Insurance Company Limited direct at;

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: **www.financial-ombudsman.org.uk** Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

### DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

DAS is covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business

If **your** complaint is concerning Section 18 - End Supplier Failure Cover please contact International Passenger Protection Limited direct at;

International Passenger Protection Ltd, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR.

Alternatively, you can email them at info@ipplondon.co.uk

IPP will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to;

Complaints Team, Lloyd's, One Lime Street, London, EC3N 7HA.

Alternatively, you can email them at complaints@lloyds.com

More information can be found on their website - www.lloyds.com/complaints

They will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman Service and further information about this can be found below.

#### Contact the Financial Ombudsman Service

If the appropriate party above cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with the final response, or if the appropriate party have not issued their final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you have tried to resolve it with us.

The Financial Ombudsman Service Exchange Tower London F14 9SR

Using this complaints procedure will not affect your legal rights.

You can also obtain information here: www.financial-ombudsman.org.uk or call 0800 023 4567.

Please note that if **you** do not refer **your** complaint within the six months the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was a result of exceptional circumstances.

Alternatively if **you** have a complaint about a service **you** have bought online **you** can make a complaint through the following European Commission's Online Dispute Resolution Platform: http://ec.europa.eu/consumers/odr

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 0207 741 4100.

## Travel Advice Line

24 hour Travel Advice Line 0345 122 8936 (for medical assistance see page 10 for contact details).

This service is available to all John Lewis Travel Insurance policyholders. Please note that this service is not able to assist with general policy, claims or medical screening enquiries.

#### Travel Advice

A 24 hour helpline giving information on:

- Visa and passport requirements and procedures
- International direct dial codes
- Currency rules
- Driving requirements
- Duty free allowances
- Business hours
- · Local banking facilities
- · Business and social advice
- Health issues (AIDS risks, local epidemics, child issues)
- Airport facilities (shops, terminals, car rentals, etc.)
- Emergency telephone numbers
- Local times
- Climate
- Capital cities

- Clothing
- Languages spoken
- Transit, re-entry and exit permits
- · Electricity voltages.

### Advice with lost luggage, tickets, passports or credit cards.

Provides advice and guidance to help you with the following:

- Lost luggage help trace lost personal possessions if you provide a luggage tag number and a 'Property Irregularity Report'.
- Lost travel tickets / passports liaising with the relevant travel organisations and authorities to help replace lost or stolen travel documents.
- Lost credit or charge cards provide notification of the loss of credit or charge cards abroad to the relevant organisations in the **United Kingdom**. **You** will need to give the travel assistance helpline **your** credit or charge card details.

### Message Forwarding

We will forward up to three emergency messages on your behalf to family, friends or business associates in the United Kingdom, while you are abroad.

## Privacy Policy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy notice please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

#### Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offenses, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as detail regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording

and monitoring calls.

If you have given us information about someone else, you would have confirmed that you have their permission to do so.

#### Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full privacy notice for more information.

### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

#### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full privacy notice.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request **we** will always let **you** know **our** reasons.

### Insurers

The Insurer is Ageas Insurance Limited except for Section 17 - Travel Legal Guard which is underwritten by DAS Legal Expenses Insurance Company Limited and Section 18, which is provided and administered by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd's. Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. International Passenger Protection Limited is regulated by the Financial Conduct Authority.

# John Lewis Insurance

John Lewis Insurance is a trading name of John Lewis plc. Registered office: 171 Victoria Street, London SW1E 5NN. Registered in England and Wales 00233462. John Lewis plc is an appointed representative of Ageas Retail Limited. Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Registered in England and Wales 1324965. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Ageas Retail Limited is a sister company of Ageas Insurance Limited.

