

**ERGO**

Travel Insurance

# Business Travel Insurance Policy Wording

Annual multi-trip insurance



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# The insurance contract

This insurance has been arranged by **Your Employer**, who holds a Master Policy, to insure all staff in accordance with the terms and conditions and exclusions set out in this **Policy Wording**. As a member of staff, **You** hold an interest under this **Policy** as shown on the company register.

## About Your insurance Policy

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

This **Policy** provides cover for **Business Trips** for **Employees** and **Directors** named on the **Employer’s Policy Schedule**.

**Leisure Trips** are covered for **Directors** and their **Families**.

**Employees** and their **Families** are covered for **Leisure Trips** where the appropriate additional premium has been paid.

The **Family** of a **Director** or an **Employee** are only covered for **Leisure Trips** when travelling with that **Director** or **Employee** on a **Leisure Trip**. They are not covered for independent travel.

To be eligible for cover under this **Policy**, **Employees** must be contracted to work for the **Employer** whose headquarters are registered in the **United Kingdom**.

All **Insured Persons** must be:

- a. Aged 70 or under at the start of the **Policy Period**; and
- b. Resident in the **United Kingdom**, meaning that **You**:
  - Have an address in the **United Kingdom**; and
  - Are resident in the **United Kingdom** for tax purposes; and
  - Are registered with a General Practitioner in the **United Kingdom**.

The maximum trip duration available, unless otherwise shown on the **Policy Schedule**, is 31 days per trip.

If **You** have any queries about the cover, **You** can call **Our** Customer Helpline on 0330 111 3093 and tell **Us** the **Policy** number. **We** want **You** to get the most from the **Policy** and to do this **You** should:

- Read the **Policy** carefully and make sure that it meets **Your** needs.
- Make sure **You** meet the health eligibility requirements set out in the “Your declaration: important questions relating to health, activities and the acceptance of your insurance” section.
- Contact **Us** if there are any changes to **Your** health that makes **You** ineligible for cover under this **Policy**; failure to do so may result in a claim being rejected or payment being reduced.
- Make sure that **You** understand the conditions and exclusions which apply to the **Policy** because if **You** do not meet these conditions it may affect any claim that **You** make.

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

- Where **You** are travelling against the advice of **Your** general practitioner or consultant.
- **Hazardous Activities and Sports**. Activities and sports not listed as covered in “Appendix 1: Hazardous Activities and Sports” unless otherwise agreed by **Us**.
- Uninsured losses e.g. the cost of obtaining a Police or medical report.
- Sea-going cruises.
- Any member of a **Director’s Family** when travelling independently of the **Director**.
- Where the **Policy** has been extended to cover **Leisure Trips**, any member of

an **Employee's Family** when travelling independently of the **Employee** .

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

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

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

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

## About Your contract

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

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

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

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

**Your Policy** is based on all the information **You** gave **Us** about **You**, the person(s) named on **Your Policy Schedule**, other person(s) on whom **Your** trip may depend, **Your** trip(s) and personal circumstances when **You** applied for the insurance. Every time **We** or

**You** make a change to **Your** insurance **We** will send a new **Policy Schedule**.

**We** will remind **Your Employer** of the details of this insurance at least every 12 months. This will allow **Your Employer** to check that this **Policy** still meets its needs.

This Business Travel Insurance is administered by Virtual Insurance Products Limited and underwritten by ERGO Travel Insurance Services Ltd (**ETI**) on behalf of Great Lakes Insurance UK Limited (GLUK) except for the Legal costs and expenses section which is underwritten by ARAG Legal Expenses Insurance Company Limited.

## The Insurers

### Legal costs and expenses section:

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

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

All other sections are underwritten by Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN.

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

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

Virtual Insurance Products Limited is registered

in the UK, company number 4233964. Registered office: The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Authorised and regulated by the Financial Conduct Authority, register number 307038.

## Compensation Scheme

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

## Our part of the contract is as follows

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

## Your part of the contract is as follows

**You** must pay the premium for each **Policy Period**. **You** can pay the premium with a debit or credit card or any other agreed method.

## Start and end of cover

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

## Automatic extension of cover

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

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

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

## Cancelling or amending Your Policy

Please tell **Us** immediately if this **Policy** does not meet **Your** requirements. If **You** cancel within 14 days of the receipt of **Your** documentation and **You** have not started a trip or made or intend to make a claim, **We** will give **You** a full refund. Following this 14 day period, **You** continue to have the right to cancel **Your Policy** at any time by contacting **Us**. To contact **Us** please email: [travel@jacksonleeunderwriting.co.uk](mailto:travel@jacksonleeunderwriting.co.uk)

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

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

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

## Fraud

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

- Knowingly provide information to **Us** that isn't true;
- Mislead **Us** in any way to get insurance

from **Us**, obtain more favourable terms or a reduced premium.

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

- Knowingly provide information to **Us** that isn't true;
- Mislead **Us** in any way to get insurance from **Us**, obtain more favourable terms or a reduced premium;
- Make a claim under the **Policy** knowing it to be false or fraudulently exaggerated in any way;
- Submit a document in support of a **Policy** or claim knowing the document to be forged or false in any way;
- Make a claim for loss or damage deliberately caused by **You**, or on **Your** behalf without telling **Us**;
- Engage in any other behaviour to gain monetary benefit that **You** wouldn't normally receive.

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

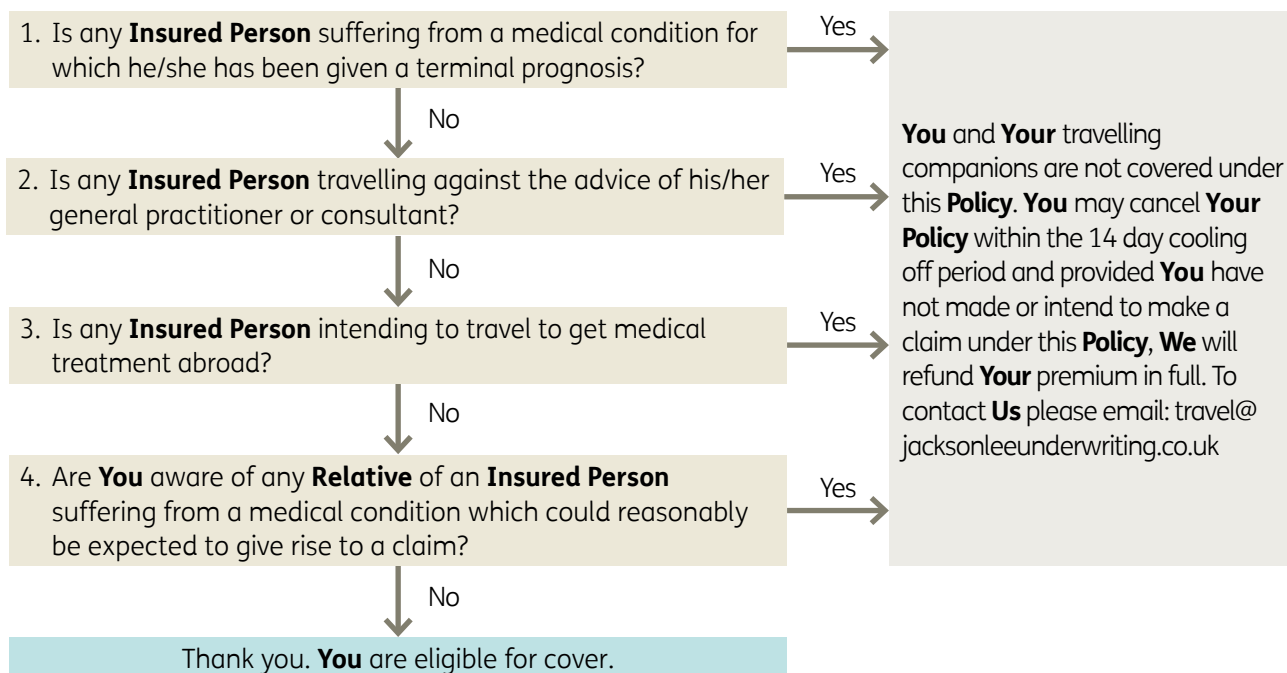
- Won't pay any part of the claim;
- Will cancel **Your Policy** from the date the fraud occurred;
- Won't return any premium paid;
- Will ask **You** to pay **Us** back any claims **We** have paid from the date the fraud occurred;
- May take legal action;
- May pass **Your** details to relevant agencies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

## Conditions which apply to Your Policy

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

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

Please consider and answer these questions carefully. If **You** answer “Yes” to any of these questions **You** will not be covered by this **Policy** unless **You** contact **Us** and **We** accept **You** for cover in writing.



# Changes in health

If, after the **Policy** is purchased or before booking any new trips or before starting a trip, any of the following happens:

- **You** are given a terminal prognosis; or
- **Your** general practitioner or consultant advises **You** not to travel; or
- **You** become aware that a **Relative** is suffering from a medical condition which could reasonably be expected to give rise to a claim.

**You** must call **Our** Customer Helpline on 0330 111 3093 and tell **Us** about the change in circumstances.

If **We** are unable to continue to provide cover, **You** will be entitled to make a claim under the “Cancellation” section for **Your** costs, which cannot be recovered elsewhere, for trips booked before **Your** change in circumstances.

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

If **You** have any concerns regarding whether or not **You** will be covered please contact **Our** Customer Helpline on 0330 111 3093.

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

Everyone named on **Your Policy Schedule** must take all reasonable care to avoid or prevent **Illness** or **Bodily Injury** to everyone covered under **Your Policy** and to avoid or prevent loss, theft or damage to everything covered under **Your Policy**.

Failure to take reasonable steps to avoid or prevent **Illness, Bodily Injury, loss, theft or damage** will result in a deduction from any claim payment, or may result in **Your** claim not being paid.

## Changes in other circumstances

**You** must tell **Us** as soon as reasonably possible if:

- **Your** address or email address has changed; or

- **You** or any person named on **Your Policy Schedule** are no longer a resident in the **United Kingdom**; or
- **You** require any additional cover to be added to **Your Policy**; or
- **Your** trip destination changes and is outside the geographical limits covered by **Your Policy**; or
- **You** wish to add another traveller to **Your Policy**.

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

## Reciprocal health agreements

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

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

## Australia and New Zealand

If **You** require medical treatment in:

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

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

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

# Words with special meanings

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

## Accident/Accidental

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

## Bodily Injury

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

## Business Trip

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

## Cash

Valid coins, bank and currency notes.

## Catastrophe

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

## Colleague

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

## Couple

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

## Curtailment / Curtail / Curtailing

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

## Cyber-attack

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

## Directors

The registered company directors of the **Employer**.

## ETI/We/Our/Us

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

## Employee

An individual contracted to work for the **Employer**.

## Employer

The company, institution or individual that an **Employee** works for which is registered within the **United Kingdom**.

## Event Ticket(s)

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

## Excess

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

## Family

**You** and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship and up to five (in total):

1. Unmarried dependent children (including adopted, foster and step-children) aged 18 or under (or aged 22 or under if in full-time education), living in the same household (or living away while attending full time education); and/or
2. If **You** are divorced or separated, **Your** natural children aged 18 or under (or aged 22 or under if in full-time education), who do not live with **You** on a permanent basis.

## Gadget

Means a **Gadget**, including SIM or PCIMA card in the **Gadget**, which belongs to:

1. **You**; or
2. **Your** employer or the company or business for which **You** work, provided for **Your** use.

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

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

### Golf Equipment

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

### Hazardous Activities and Sports

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

### Home

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

### Illness

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

### Insurance Event

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

### Insured Journey

#### 1. Business Trip

A pre-booked **Business Trip** from or within the **United Kingdom**, starting and ending during the **Policy Period** and which includes a flight or pre-booked overnight accommodation away from **Your Home**. A journey that is started within the **Policy Period** is only covered until the end of the **Policy Period** unless the **Policy** is renewed prior to expiry.

#### 2. Leisure Trip

A pre-booked **Leisure Trip** from or within the **United Kingdom**, starting and ending during the **Policy Period** and which includes a flight or pre-booked overnight accommodation away from **Your Home**. A journey that is started within the **Policy Period** is only covered until the end of the **Policy Period** unless the **Policy** is renewed prior to expiry.

Any **Leisure Trip** solely within the **United Kingdom** is only covered when **You** have pre-booked at least two consecutive nights' accommodation.

**Directors** and their **Families** - cover for **Leisure Trips** is included automatically.

**Employees** and their **Families** - **Leisure Trips** are only covered if the appropriate additional premium has been paid and is shown on **Your Policy Schedule**.

The **Family** of a **Director** or an **Employee** are only covered when travelling with that **Director** or **Employee** on a **Leisure Trip**. They are not covered for independent travel.

### Insured Person / You / Your

Any person named on the **Policy Schedule** who is eligible to be insured and for whom the premium has been paid.

### Kidnap

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

### Leisure Trip

A journey solely for holiday or leisure purposes.

### Manual Work

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

### Medical Practitioner

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

### Mugging

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

### Personal Money

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

### Personal Possessions

Baggage, clothing and personal effects, backpacks, bags and other containers taken on, or acquired during, an **Insured Journey** by **You**, and which are owned by **You** including **Valuables** and gifts

purchased outside of **Your** country of residence (but excluding **Personal Money** and **Gadgets**).

### Policy

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

### Policy Period

The period to which the insurance applies, between and inclusive of the dates shown as “Cover start date” and “Cover end date” on the **Policy Schedule**.

### Policy Schedule

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

### Policy Wording

This document.

### Pre-existing Medical Condition

1. Any medical condition suffered by an **Insured Person** before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later for which he/she:
  - a. Has been given a terminal prognosis; or
  - b. Is travelling to get medical treatment abroad; or
  - c. Is travelling against the advice of his/her general practitioner or consultant; and
2. Any medical condition suffered by a **Relative** which could reasonably be expected to give rise to a claim, that **You** or any **Insured Person** was aware of before this **Policy** was bought, or an **Insured Journey** was booked, whichever is later.

### Private Accommodation

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

### Public Transport

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

### Relative

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

### Single Item Limit

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

### Sports Equipment

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

### Strike or Industrial Action

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

### Terrorism/Terrorist Act

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

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

### United Kingdom

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

### Valuables

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

### War and Civil Unrest

1. Any sort of war (whether declared or not), hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, mutiny, uprising or military usurped power, martial law, state of siege or United Nations or NATO enforcement action; or
2. The explosion of war weapon(s), utilisation

#### Policy Wording

of nuclear, chemical or biological weapons or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

#### Winter Sports Equipment

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

# Geographical regions of travel

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

All countries of the world.

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

# Claims conditions

## Fraud

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

## Making a claim

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

## Medical examination

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

## For all claims

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

ERGO IAS, PO Box 11383, Mansfield NG18 9PE

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

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

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

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

1. If **Your** checked-in baggage is lost or damaged in transit or delayed, report to the airline, railway company, shipping line or their handling agent and get a written Property Irregularity Report from

them before leaving the baggage reclaim area.

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

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

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

Tel: +44 (0) 1444 454 540 (if **You** are anywhere except the USA, Canada or Mexico)

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

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

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

## For cancellation or curtailment claims

1. Contact **Our** Claims Service as soon as **You** know that there is a possibility of **Your** trip not going ahead or having to be cut short.

2. If **You** booked **Your** trip through a tour operator or travel agency, **You** must notify them of **Your** cancellation or **Curtailed** as soon as possible.
3. Get authorisation from **Our** Claims Service or **Our** assistance company before incurring any expenses in **Curtailed Your** trip.
4. If **You** cancel **Your** trip for medical reasons, **Your** GP should complete the Medical Certificate on the claim form.
5. If **You Curtailed Your** trip for medical reasons, the treating **Medical Practitioner** in the locality where the **Illness** or **Bodily Injury** occurred should complete the Preliminary Medical Certificate on the claim form.

### For travel delay and abandonment claims

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

### For legal costs and expenses claims

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

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

Tel: +44 (0) 117 934 0548

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

### No interest

No interest shall be added to any claims payments.

### Other insurance

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

### Rights and responsibilities

**We** will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information

and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **Us** (or ARAG in respect of Legal costs and expenses claims).

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

### Helplines

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

Tel: +44 (0) 1444 454 540 (if **You** are anywhere except the USA, Canada or Mexico)

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

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

**Claims Service** (non-emergency claims)

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

Tel: +44 (0) 1403 788 983

### Claims Forms

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

For Legal costs and expenses claim forms please contact ARAG.

# Table of Benefits

Section	Cover	Sums insured	Excess
<b>1</b>	<b>Business travel</b>		
	A. Loss, theft or accidental damage to business equipment	£2,000	£50
	- Single item limit	£1,000	£50
	B. Delayed business equipment		
	- Courier	£200	Nil
	- Daily equipment hire	£50 per 24 hours up to £500	Nil
	C. Loss, theft or accidental damage to business money	£1,000	£50
	- Cash limit	£500	£50
	D. Replacement employee	£1,000	£50
<b>2</b>	<b>Emergency medical and repatriation expenses</b>	£10,000,000	£50
	- Hospital confinement benefit	£50 per 24 hours up to £2000	Nil
	- Mugging hospitalisation benefit	£100 per 24 hours up to £500	Nil
	- Emergency dental treatment	£400	£50
	- Additional travel and accommodation expenses	£3,000	Nil
	- Funeral expenses abroad or cremation expenses abroad	£5,000	Nil
	- UK prescriptions	£50	Nil
	- UK physiotherapy and chiropractic care	£500	Nil
<b>3</b>	<b>Cancellation</b>	£5,000	£50
<b>4</b>	<b>Curtailment and loss of holiday</b>	£5,000	£50
<b>5</b>	<b>Personal accident</b>		
	- Death: aged 18 - 70	£30,000	Nil
	- Death: aged 17 and under or aged 71 and over	£3,000	Nil
	- Disablement: aged 18 - 70	£30,000	Nil
	- Disablement: aged 17 and under or aged 71 and over	£3,000	Nil
<b>6</b>	<b>Personal possessions</b>	£2,000	£50
	- Single item limit	£400	£50
	- Valuables	£400	£50
<b>7</b>	<b>Personal money</b>	£500	£50
	- Cash	£300	£50
<b>8</b>	<b>Passport and other documents</b>		
	- Passport and other documents	£250	£50
	- Event tickets	£250	£50
<b>9</b>	<b>Gadget</b>		
	- Accidental or malicious damage, loss or theft	£1,000	£50
	- Unauthorised use	£1,000	£50
<b>10</b>	<b>Baggage delay on outward journey</b>	£50 per 12 hours up to £300	Nil
<b>11</b>	<b>Missed departure</b>	£1,000	Nil
<b>12</b>	<b>Travel delay and abandonment</b>		
	- Travel delay benefit	£50 per 12 hours up to £800	Nil
	- Abandonment after 12 hours delay	£5,000	£50
<b>13</b>	<b>Personal liability</b>	£2,000,000	£50
<b>14</b>	<b>Hijack</b>	£50 per 24 hours up to £500	Nil
<b>15</b>	<b>Legal costs and expenses</b>	£25,000	Nil

Section	Cover	Sums insured	Excess
<b>16</b>	<b>Winter sports</b>		
	A. Winter sports equipment - loss, theft or damage		
	- Replacement or repair	£500	£50
	- Hire of replacement equipment	£20 per 24 hours up to £300	Nil
	B. Winter sports equipment - delay		
	- Hire of replacement equipment	£20 per 24 hours up to £300	Nil
	C. Ski pass - loss or theft	£250	£50
	D. Ski pack - illness or injury	£20 per 24 hours up to £300	Nil
	E. Ski pack or alternative resort - piste closure	£20 per 24 hours up to £300	Nil
	F. Travel disruption - avalanche or landslide	£300	Nil
<b>17</b>	<b>Golf</b>		
	A. Golf equipment - loss, theft or damage		
	- Replacement or repair	£2,000	£50
	- Single item limit	£500	£50
	B. Delayed golf equipment - replacement hire	£125 (after 12 hours delay)	Nil
	C. Green fees	£75 per 24 hours up to £375	Nil
	D. Hole-in-one	£100	Nil

# Section 1: Business travel

## Words with special meanings specific to this section

### Business Equipment

Any equipment or samples which **You** use for the sole purpose of **Your** business, trade or profession, but excluding **Gadgets**. (Cover for **Accidental Damage**, **Malicious Damage**, unauthorised usage, **Loss** or **Theft** of **Gadgets** is provided under the “Gadget” section).

### Business Money

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

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

### A. Loss or theft of, or damage to Your Business Equipment.

#### What is covered

1. The cost of the replacement, reinstatement or repair of **Your Business Equipment**, subject to wear and tear and depreciation; and
2. The cost of an emergency courier service to send replacement **Business Equipment** or **Gadgets** which are essential to **Your** intended business itinerary; or
3. The daily cost of hiring replacement **Business Equipment** or **Gadgets** which are essential to **Your** intended business itinerary.

### B. The delay on Your outward journey of Your Business Equipment or Gadgets by more than 12 hours after Your actual arrival time.

#### What is covered

1. The cost of an emergency courier service to send replacement **Business Equipment** or **Gadgets** which are essential to **Your** intended

business itinerary; or

2. The daily cost of hiring replacement **Business Equipment** or **Gadgets** which are essential to **Your** intended business itinerary.

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

1. The **Excess** as shown in the “Table of Benefits”.
2. Any courier or hire costs incurred if **You** are able and choose to replace **Your Business Equipment** or **Gadgets** during the **Insured Journey**, after such replacement has occurred.
3. Any courier or hire costs incurred after **Your** delayed **Business Equipment** or **Gadgets** arrive.
4. Any amount over the **Single Item Limit** as shown in the “Table of Benefits” for any one item, pair or set of items that belong together or can be used together.
5. Any loss or theft of **Your Business Equipment** which is subsequently recovered.
6. Any claim if **Your Business Equipment** or **Gadgets** are confiscated or detained by Customs, the Police or other authorities.
7. Any damage to **Your Business Equipment** due to:
  - a. Scratching or denting unless the item has become unusable as a result of this; or
  - b. Mechanical or electrical breakdown; or
  - c. Leaking powder or fluid carried within **Your** baggage; or
  - d. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
  - e. Any process of cleaning, dyeing, repairing or restoring.
8. Any loss or theft of, or damage to, **Your Business Equipment**:
  - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft or malicious damage only); or
  - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or

- c. Whilst being shipped as freight or under a bill of lading; or
- d. Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant etc; or
- e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible and violent entry and **Valuables** from an unattended vehicle at any time; or
- f. From a roof or boot luggage rack at any time; or
- g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.

### C. Loss or theft of, or accidental damage to Business Money

#### What is covered

1. Reimbursement of **Your Business Money**.

#### What is not covered

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

9. Any loss or theft due to fraud or due to **You** deliberately or inadvertently revealing security information such as a password or PIN-code.
10. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to subsection C.

1. **You** must take reasonable care in protecting **Your Business Money** against loss or theft at all times.
2. **You** must provide **Us** with documentary proof of possession and ownership of any lost or stolen **Business Money**, such as currency exchange receipts, bank statements, **Cash** withdrawal slips and pre-paid credit card statements.

### D. You being prevented from completing Your intended business itinerary as a result of any of the following events occurring during Your Insured Journey:

1. **Your** death; or
2. **Your Bodily Injury** or **Illness** resulting in **Your** hospitalisation or temporary total disablement for a continuous period of at least 48 hours; or
3. **Your** return **Home**, due to the death or sudden hospitalisation of **Your Relative** or **Colleague**.

#### What is covered

1. Reasonable additional travel and accommodation expenses incurred for an alternative **Employee** to replace **You** in completing **Your** intended business itinerary.

#### What is not covered

1. The **Excess** as shown in the “Table of Benefits”.
2. Any claim as a result of **Your** death, if **Your** death is not covered under the “Personal Accident” section of this **Policy**.
3. Any claim as a result of **Your Bodily Injury** or **Illness**, if **Your Bodily Injury** or **Illness** is not covered under the “Emergency Medical and Repatriation Expenses” section of this **Policy**.
4. Any claim as a result of the death or sudden hospitalisation of **Your Relative** or **Colleague** if this could reasonably have been anticipated before this **Policy** or cover was purchased or the trip was booked or started, whichever is later.
5. Anything mentioned in the “General Policy Exclusions”.

## Section 2: Emergency medical and repatriation expenses

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

This is not Private Medical Insurance.

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

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

### What is covered

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

which during an **Insured Journey** resulted in a valid claim under this section of the **Policy**.

## What is not covered

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

## Additional conditions applying to this section

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

to another; and/or

- b. Arrange for **You** to return to the **United Kingdom** at any time.

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

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

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

## Section 3: Cancellation

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

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

### What is covered

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

### What is not covered

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

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

### Additional conditions applying to this section

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

## Section 4: Curtailment and loss of holiday

### Words with special meanings specific to this section

#### Loss of Holiday

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

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

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

### What is covered

1. **Your** reasonable additional travel and

accommodation expenses which **You** incur in the **Curtailment** of **Your Insured Journey**; and

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

### What is not covered

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

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

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

Government action.

24. Anything mentioned in the "General Policy Exclusions".

### Additional conditions applying to this section

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

## Section 5: Personal accident

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

### Words with special meanings specific to this section

#### Disablement

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

#### Loss of Limb

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

#### Loss of Sight

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

#### Permanent Total Disablement

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

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

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

### What is covered

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

### What is not covered

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

### Additional conditions applying to this section

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

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

## Section 6: Personal possessions

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

### What is covered

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

### What is not covered

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

section of the **Policy**); or

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

### Additional conditions applying to this section

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

## Section 7: Personal money

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

### What is covered

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

### What is not covered

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

### Additional conditions applying to this section

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

## Section 8: Passport and other documents

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

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

### What is covered

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

### What is not covered

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

## Section 9: Gadget

### Words with special meanings specific to this section

#### Accidental Damage

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

#### Gadget

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

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

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

#### Gadget Criteria

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

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

possible), make and model of **Your Gadget(s)** and the date the device was gifted to **You**.

#### Loss

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

#### Malicious Damage

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

#### Proof of Purchase

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

#### Theft

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

#### Violent and Forcible and violent entry

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

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

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

#### What is covered

1. The cost of the repair of **Your Gadget** or, if it is beyond economic repair, lost or stolen, its replacement. Where only part or parts of **Your**

**Gadget** are damaged, lost or stolen, **We** will only pay to repair or replace that part or parts.

## What is not covered

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

- authorised by **Us**; or
  - e. Wear and tear or gradual deterioration of performance; or
  - f. Claims arising from abuse, misuse or neglect; or
  - g. A **Gadget** where the serial number has been tampered with in any way.
17. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

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

## Section 10: Baggage delay on outward journey

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

### What is covered

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

### What is not covered

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

### Additional conditions applying to this section

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

## Section 11: Missed departure

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

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

1. Scheduled **Public Transport** services failing to get **You** to **Your** last departure point due to **Strike or Industrial Action**, adverse weather conditions (but not those defined as a **Catastrophe**), mechanical failure or **Your** direct involvement in an accident; or
2. The private motor vehicle in which **You** are travelling being directly involved in an accident or breaking down; or
3. A delay involving the vehicle in which **You** are travelling due to unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.

### What is covered

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

### What is not covered

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

confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.

3. Any claim as a result of **Your** failure to allow sufficient time for the **Public Transport** to arrive on schedule and deliver **You** to **Your** departure point by the check-in time shown on **Your** travel itinerary.
4. Any claim as a result of the private motor vehicle in which **You** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown.
5. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
6. Any claim arising as a result of a **Catastrophe**.
7. Any claim as a result of **Your** missed departure for reasons other than those listed within this section
8. Anything mentioned in the “General Policy Exclusions”.

### Additional conditions applying to this section

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

## Section 12: Travel delay and abandonment

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

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

### Travel delay benefit What is covered

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

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

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

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

### What you will need to do:

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

### Abandonment What is covered

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

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

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

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

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

### What is not covered

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

## Section 13: Personal liability

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

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

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

### What is covered

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

### What is not covered

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

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

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

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

### Additional conditions applying to this section

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

# Section 14: Hijack

## Words with special meanings specific to this section

### **Hijack**

The unlawful seizure or wrongful exercise of control, for more than 24 hours, of the aircraft or sea vessel in which **You** are travelling as a fare-paying passenger.

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

## What is covered

1. Hijack benefit per day for each full 24 hours that **You** are detained.

## What is not covered

1. **Hijack** in an area which is subject to **War and Civil Unrest**.
2. Anything mentioned in the “General Policy Exclusions”.

## Additional conditions applying to this section

1. **You** must provide **Us** with written confirmation from the airline, shipping line, Police or other authority, of the nature, location and dates of the **Hijack** and **Your** involvement in it.

## Section 15: Legal costs and expenses

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

### ARAG Legal Expenses Insurance Company Limited

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

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

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

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

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

### What ARAG will pay

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

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

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

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

### What ARAG will not pay

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

### Definitions applicable to this section

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

#### Appointed Representative

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

#### Costs and Expenses

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

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

### Countries Covered

Worldwide.

### ARAG

ARAG Legal Expenses Insurance Company Limited.

### ARAG Standard Terms of Appointment

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

### Date of Occurrence

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

### Insured Person

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

### Preferred Law Firm

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

### Reasonable Prospects

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

## What is covered

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

## What is not covered

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

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

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

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

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

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

### Conditions applying to this section

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

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

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

### Eurolaw Legal Advice

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

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

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

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

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

### Privacy

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

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

# Section 16: Winter sports

## Important notes

This **Policy** will only cover **You** if **You** are an **Amateur**. This section provides cover up to a maximum of 17 days in total during the **Policy Period**.

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

## Words with special meanings specific to this section

### Amateur

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

**You** are:

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

**You** do not:

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

**You** have not:

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

### On-piste

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

### Off-piste

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

### Ski-pack

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

### Terrain-park

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

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

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

## What is covered

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

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

### What is covered

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

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

### What is covered

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

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

1. The **Excess** as shown in the “Table of Benefits”.
2. Any loss or theft of **Your** ski-pass or **Winter Sports Equipment** which is subsequently recovered.
3. Any claim if **Your** ski-pass or **Winter Sports Equipment** is confiscated or detained by Customs, the Police, the resort or other authorities.
4. Any damage to **Your Winter Sports Equipment** due to:
  - a. Scratching or denting unless the item has become unusable as a result of this; or
  - b. Leaking powder or fluid carried within **Your** baggage; or
  - c. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
  - d. Any process of cleaning, dyeing repairing or restoring.
5. Any loss or theft of, or damage to, **Your** ski-pass or **Winter Sports Equipment**:
  - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft or malicious damage only);
  - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
  - c. Whilst being shipped as freight or under a

bill of lading; or

- d. Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant; or
  - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible and violent entry; or
  - f. From a roof or boot luggage rack at any time; or
  - g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.
6. Any damage to **Winter Sports Equipment** whilst in use.
  7. Any claim for items which are borrowed, rented or otherwise not owned by **You**.
  8. Anything mentioned in the “General Policy Exclusions”.

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

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

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

**What is covered**

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

**What is not covered**

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

**Additional conditions applying to subsection D.**

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

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

1. Not enough snow; or
2. Too much snow; or
3. Adverse weather; or
4. Avalanche or landslide.

**What is covered**

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

**What is not covered**

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

**Additional conditions applying to subsection E.**

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

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

**What is covered**

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

**What is not covered**

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

**Additional conditions applying to subsection F.**

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

## Section 17: Golf

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

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

#### What is covered

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

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

#### What is covered

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

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

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

### 5. Any loss or theft of, or damage to, **Your Golf Equipment**:

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

6. Any damage to **Golf Equipment** whilst in use.
7. Any claim for items which are borrowed, rented or otherwise not owned by **You**.
8. Anything mentioned in the “General Policy Exclusions”.

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

1. Claims for **Golf Equipment** will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option replace, reinstate or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to

provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required.

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

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

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

#### **What is covered**

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

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

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

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

1. **You** must get written confirmation from the treating **Medical Practitioner** in the resort of the nature of **Your Illness** or **Bodily Injury** and the period in which **You** were unable to play golf; or
2. **You** must get written confirmation from each golf club secretary or golf course administrator that the golf course was unplayable due to adverse weather conditions on **Your** pre-booked dates; and in both cases
3. **You** must provide **Us** with documentary evidence showing the dates and costs of **Your**

pre-paid unrecoverable green fees.

4. **We** will not compensate **You** in the event that a golf course is open and playable but using “Winter Greens”.

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

#### **What is covered**

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

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

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

# Appendix 1: Hazardous Activities and Sports

Below are lists of activities that can or cannot be covered by this **Policy**. Please telephone **Our** Customer Helpline on 0330 111 3093 if **You** are unsure whether **Your** intended activity is covered by **Your Policy**. For all **Hazardous Activities and Sports**, participation in competition is excluded.

<b>The following activities are covered under this Policy</b>
Aerobics
Athletics (amateur)
Badminton
Banana Boating
Bar Work
Baseball
Basketball
Board Sailing (Windsurfing)
Body Boarding
Boogie Boarding
Bridge Walking e.g. Sydney Harbour Bridge
Canoeing/Kayaking - up to Grade 2 rivers only
Canopy Walking
Cricket
Curling
Cycling (recreational only, no racing or competitions)
Fell Running/Walking
Fishing
Football/Soccer (non competitive)
Golf
Gymnastics (no competitions)
Hiking/Trekking/Walking under 2,500m
Ice Skating
Marathon Running
Mountain Biking (recreational including general cross country and off road cycling)
Non- <b>Manual Work</b> . This includes work such as administrative and clerical duties, bar and restaurant work, fruit picking (not using machinery), musicians and singers.
Paddle Boarding
Rambling
Restaurant Work
River Tubing (up to grade 2 rivers and not through caves)
Roller Skating/Blading (wearing pads and helmets)

Safari (professionally organised tour)
Sailing (inland waters or coastal waters within 12 miles of land)
SCUBA Diving (down to 30m accompanied by a qualified diver or instructor)
Sleigh rides pulled by a horse or reindeer, as a passenger with a professional driver
Snorkelling
Softball
Squash
Surfing
Swimming
Swimming with dolphins
Tennis
Trampolining
Volleyball
Water Polo
Water Skiing (no jumping)
Windsurfing
Zip lining/wiring

<b>The following activities are covered under this Policy. However, no cover is provided for Personal accident or for Personal liability.</b>
Abseiling (within organiser’s guidelines)
Archery
Black Water Rafting (within organiser’s guidelines)
Bungee Jumping (within organiser’s guidelines)
Canoeing/Kayaking (up to grade 3 rivers only)
Electric scooter riding (organised tours only and a safety helmet must be worn)
Fencing
Flotilla Sailing (with professional leader)
Go Karting
Hot Air Ballooning (organised pleasure rides only)
Indoor Climbing (sport climbing with belays)
Jet Boating (as a passenger only and no racing)
Motorcycling on-road as a mode of transport as a passenger or rider ( <b>You</b> must be wearing a crash helmet and only if the motorcycle or electric motorcycle is under 125cc/11kw. The rider must have held a valid UK motorcycle licence for at least 3 years and be conviction free)
Paint Balling (eye protection must be worn)
Parascending over water
Rap Jumping/Running (within organiser’s guidelines)
Rowing (no racing)
Safari Trekking on foot (professionally organised tour)
Segway riding (organised tours only and a safety helmet must be worn)
White Water Rafting (up to grade 3 within organiser’s guidelines)
Zorbing

## Winter Sports activities

The following Winter Sports activities are covered.

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

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

Langlauf / cross country / Nordic walking
Sit-skiing, skiing with outriggers and use of other (non-mechanised) equipment for the disabled
Skiing <b>Off-piste</b> within the resort boundaries but excluding <b>Terrain Parks</b>
Skiing <b>On-piste</b>
Telemark skiing

## Excluded Hazardous Activities and Sports

Base Jumping
Big Game Hunting
BMX Stunt Riding
Bouldering
Boxing
Camel/Elephant riding
Canyoning
Caving / Pot Holing
Coasteering
Cycle Racing
Flying except as a fare paying passenger in a licenced passenger carrying aircraft
Free / High Diving
Gliding
Hang Gliding
Judo / Karate / Martial Arts
Kite Surfing
Lacrosse
Land Skiing (not on snow)
<b>Manual Work</b>
Micro Lighting
Motorcycling as a rider or passenger on a machine over 125cc
Motorcycling off-road as a rider or passenger
Mountaineering
Parachuting
Paragliding

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

If an activity is NOT listed above it is NOT covered unless **You** contact **Us** and **We** agree, in writing, to cover the activity. Please telephone **Our** Customer Helpline if **You** are unsure as to whether **Your** intended activity is covered by **Your Policy**.

# General policy exclusions

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

the advice of the Foreign, Commonwealth & Development Office (FCDO).

See: <https://www.gov.uk/foreign-travel-advice>

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

1. Unless **You** are:
  - a. Contracted to work for an **Employer** with headquarters registered within the **United Kingdom**; and
  - b. Aged 70 or under at the start of the **Policy Period**; and
  - c. Resident in the **United Kingdom**, meaning that **You**:
    - Have an address in the **United Kingdom**; and
    - Are resident in the **United Kingdom** for tax purposes; and
    - Are registered with a General Practitioner in the **United Kingdom**.
2. For trips of duration longer than 31 days unless otherwise shown on **Your Policy Schedule**.

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

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

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

1. **Active Participation:**
  - a. The act of an **Insured Person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**; or
  - b. The act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against

## 2. **Aviation**

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

## 3. **Civil authorities**

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

## 4. **Climbing and jumping**

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

## 5. **Cruises**

Any trip on sea-going Cruise-ships.

## 6. **Cyber-attack**

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

## 7. **Decompression**

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

## 8. **Default**

The negligence, error or omission of:

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

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

24. **Failure to wear a seatbelt**

**Bodily Injury** or death occurring as a consequence of **You** not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

25. **Self-Injury**

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

26. **Swimming pool**

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

27. **Terrorism/Terrorist Act** (see “Words with special meanings”)

This exclusion will not apply to the following sections of cover:

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

28. **Unlawful acts**

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

29. **Volcanic Ash**

The delay or cancellation of flights on the order or recommendation of any civil authority, or at

the initiative of the airline, due to atmospheric volcanic ash.

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

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

- a. The unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or
- b. **You** involuntary diversion, transit or stopover as a result of **Hijack, Kidnap** or other occurrence beyond **You** control; or
- c. The sudden, unexpected occurrence of **War and Civil Unrest** in an area previously in a state of peace at the time **You** entered the area;

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

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

31. **Wild animals**

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

# General policy conditions

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

1. **We** promise to act in good faith in all **Our** dealings with **You**.
2. **We** may not pay **Your** claim if **You** do not:
  - a. Take all possible care to safeguard against accident, injury, loss, damage or theft; and
  - b. Avoid any action or inaction which may increase the loss or liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense; and
  - c. Give **Us** full details of any incident which may result in a claim under this **Policy** as soon as is reasonably possible; and
  - d. Pass on to **Us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
  - e. Provide all information and assistance that **We** may reasonably require at **Your** expense (including, where necessary, medical certification and details of **Your** household insurance).
3. **You** must not admit liability for any event, or offer to make any payment, without **Our** prior written consent.
4. The terms of this **Policy** can only be changed if **We** agree. **We** may require **You** to pay an additional premium before making a change to this **Policy**.
5. **You** must start each **Insured Journey** from **Your Home** or place of business in the **United Kingdom** and return to **Your Home** or place of business in the **United Kingdom** at the end of each trip, within the permitted trip duration, unless otherwise agreed by **Us**.
6. **You** agree that **We** can:
  - a. Make this **Policy** void where any claim is found to be fraudulent; and
  - b. Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** supplied when **You** bought this **Policy** and other information relating to a claim, may be provided to the register participants; and
- c. Take over and act in **Your** name in the defence or settlement of any claim made under this **Policy**; and
- d. Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this **Policy**; and
- e. Obtain information from **Your** medical records (with **Your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **Your** prior approval.
7. **We** will not pay **You** more than the amounts shown in the “Table of Benefits”.
8. **You** agree that **We** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **Us** details of such other insurance. This condition will not apply to valid personal accident claims, which **We** will pay in full.
9. **We** shall not be liable to pay damages to **You** for the late payment of a claim under this insurance contract, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.
10. When booking **Your** trip or purchasing this **Policy**, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel and participate in any activities and excursions that **You** have planned during **Your** trip.
11. **We** will only provide cover for domestic travel (within the **United Kingdom**) which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence.
12. **Family** members are only insured under this **Policy** if they are eligible to be covered, are named on the **Policy Schedule** and the appropriate premium has been paid. Unmarried, dependent children (aged 22 or under if in full-time education) only covered when travelling with **You**.
13. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.
14. **You** cannot transfer **Your** interest in this **Policy** to anyone else.

# Important information - please read

## Data protection notice

### Data Controllers and Processors

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

Great Lakes Insurance UK Limited also acts as a Data Controller of **Your** personal data. For more information about how Great Lakes Insurance UK Limited uses **Your** personal data and to get its contact information, please go to:

<https://www.munichre.com/Great-Lakes-Insurance-UK-Information-Notice>

Virtual Insurance Products Limited processes **Your** personal data on behalf of ERGO TIS and is also a Data Controller for other purposes as detailed in the privacy policy available here:

<https://jacksonleeunderwriting.co.uk/files/jlu-privacy.pdf>

### Consent

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

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

### How We use Your Personal Data

**We** use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your Policy** and any other related purposes (this may include

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

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

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

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

### Special Categories of Personal Data

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

### Sharing Your Personal Data

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

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

**We** may transfer **Your** personal data outside of the European Economic Area (“EEA”). Where **We** transfer

**Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

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

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

### Your Rights

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

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

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

### Further Information

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

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

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

Phone: +44 (0) 1403 788 510

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

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

Tel: 0303 123 1113

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

# Complaints Procedure

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

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

## For complaints relating to legal costs and expenses claims

In the first instance please contact:

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

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

Tel: 0344 893 9013

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

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

## For all other complaints

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

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

Tel: 01403 788737

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

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

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

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

Tel: 0800 023 4567

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

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

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

# Contact details

## Customer Helpline

Monday to Friday, 9am-5:30pm

Tel: +44 (0) 330 111 3093

Email: [travel@jacksonleeunderwriting.co.uk](mailto:travel@jacksonleeunderwriting.co.uk)

## Claims Service (non-emergency claims)

Monday to Friday, 9am-5pm

Tel: +44 (0) 1403 788 983

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

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

## Emergency Assistance

24 hours, 7 days a week

Tel: +44 (0) 1444 454 540 (from anywhere except the USA, Canada or Mexico)

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

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