

# Online Travel cover insurance policy 2017

ref: VOY/VL/OTC/2017

Valid for issue no later than 28th February 2018



Provided you have paid the appropriate premium as shown on your certificate, you are covered in accordance with the full wording shown herein up to the limits indicated below. The limits apply per person for each separate trip. The excesses shown below apply for each person and each section of each claim, unless the 'Excess Waiver' option has been selected and this is shown on your certificate. The currency in which you pay your premium, being either £GBP or €Euros, determines the currency that applies to your policy for the purposes of the benefit limits and excesses. In respect of Section 16, the limits shown apply per policy irrespective of the number of insured persons and (ii) the option to Waive the excess does not apply.

Benefits schedule		£/€ Limits	£/€ Excess
1.	Cancellation or curtailment	2,000	75* (25)**
2.	Emergency medical expenses <i>including emergency repatriation including relatives additional expenses including emergency dental treatment</i>	5,000,000  350	75* (150)***
3.	Hospital stay benefit (amount per day)	300 (10)	Nil
4.	Personal accident - loss of sight, limb(s) or permanent total disablement <i>maximum payable in the event of death maximum payable in the event of death if under 16</i>	10,000 2,500 1,000	Nil
5.	Travel delay (a) £/€ after 12 hrs delay (b) £/€ each 12 hrs thereafter (c) £/€ max abandonment (after 12 hours)	(a) 20 (b) 10 (c) 100 2,000	Nil 75
6.	Missed departure & journey disruption	500	75
7.	Baggage - overall limit (under 18's possessions limit) <i>maximum per item, pair or set total limit for all valuables emergency purchases (after 12 hours)</i>	1,000 (500) 150 300 150	75  Nil
8.	Personal money <i>cash limit (under 18's cash limit)</i>	200 100 (50)	75
9.	Loss of passport	100	Nil
10.	Personal liability	1,000,000	100
11.	Legal expenses	10,000	100

**Sections 12, 13 & 14 only apply if you have paid the appropriate additional wintersports premium for short stay and longstay policies. They are automatically included under annual multi-trip policies, up to a total of 21 days.**

12.	Ski equipment - overall limit <i>maximum per item, pair or set owned or borrowed maximum per item, pair or set hired necessary ski equipment hire (amount per day)</i>	400 250 150 100 (10)	75  Nil
13.	Ski pack	200	75
14.	Piste closure (amount per day) (not applicable to longstay policies)	100 (10)	Nil

**Sections 15 & 16 only apply if you have paid the appropriate additional premium as shown on your certificate**

15.	Enhanced travel or terrorism disruption *** 15.1 Extended cancellation or curtailment 15.2 Extended travel delay (a) £/€ after 12 hrs delay (b) £/€ each 12 hrs thereafter (c) £/€ max 15.3 Abandonment or additional expenses 15.4 Extended missed departure 15.5 Accommodation costs	2,000  (a) 20 (b) 10 (c) 100 2,000 500 2,000	75  Nil 75 75 75
16.	Gadget insurance <sup>a</sup> 16.1 Overall limit <i>maximum per item</i> 16.2 Unauthorised usage costs (per incident)	Up to 5 2,000 750 500 (100)	50 <sup>b</sup> (100) <sup>c</sup> 50

<sup>a</sup> Adults aged 65 and over - 100 excess for cancellation or curtailment and medical claims only. Maximum excess any one claim or incident 100 (or 200 in respect of adults aged 65 and over) for cancellation or curtailment and medical claims only. <sup>\*\*</sup> Loss of deposit claims only. <sup>\*\*\*</sup> For longstay policies the excess is increased to 150 for medical claims only. <sup>\*\*\*\*</sup> Applicable to travel arrangements that do not form part of a package holiday. <sup>†</sup> not available for Longstay policies in excess of 120 days. <sup>‡</sup> Excess applicable to Accidental Damage, Theft or Malicious Damage claims. <sup>§</sup> Excess applicable to Loss claims.

Policy features table Annual Multi-Trip Features	
Maximum age at start date	69
Maximum period per trip if aged under 70	45 days <sup>1</sup>
Business travel	Yes
Home country trips (min 2 nights using pre-booked pre-paid accommodation or transport)	Yes
Family members can travel separately	Yes
Wintersports - up to total maximum of	21 days
Short Stay Features	
Maximum age at date of departure	69
Maximum period per trip	62 days
Wintersports - max trip duration	31 days
Valid for departures prior to	28/02/2019
Longstay Features	
Maximum age at date of departure	59
Minimum trip duration	2 months
Maximum trip duration	18 months <sup>2</sup>
Wintersports - max consecutive days	31 days
Valid for departures prior to	28/02/2019

<sup>1</sup> maximum duration may be extended to 62 days subject to payment of an additional premium.  
<sup>2</sup> maximum duration may be extended up to a maximum of 24 months subject to individual referral and must be agreed by us and confirmed in writing.

## Territorial limits

**You are covered** for trips to countries within the following areas provided that you have paid the appropriate premium, as shown in your certificate;

- Area 1** The United Kingdom and Northern Ireland.  
**Area 2** The continent of Europe West of the Ural mountains, any country with a Mediterranean coastline, (excluding Algeria, Libya, Syria and Israel) Channel Islands, the Canary Islands, the Isle of Man, Madeira and Iceland.  
**Area 3** Worldwide excluding North America, as defined.  
**Area 4** Worldwide including North America, as defined.

If you have bought the annual multi-trip option, trips wholly within your home country are also insured but only if they include a minimum of 2 nights away from home using pre-booked, pre-paid accommodation or transport.

Stop-overs in a country within a higher area are insured provided they do not exceed 48 hours in each direction.

For longstay policies, rating is determined by where you will spend more than 50% of your time but includes cover for your time spent in a higher rated area, if applicable.

## 24 hour medical emergency and repatriation service

*The nominated emergency service referred to in this policy is operated by Global Response Limited.*

Our nominated emergency service has the medical expertise, contacts and facilities to help should you be injured in an accident or fall ill. Our nominated emergency service will also arrange transport to your home country when this is considered to be medically necessary or when you have notice of illness or death of a relative at home. You must contact them if you are admitted to hospital and wish to return home by any means other than originally booked or require treatment that will cost more than £/€250 (or the equivalent in local currency).

**In the case of medical emergency please contact Global Response on telephone number +44 (0) 2920 468794  
Email: [operations@global-response.co.uk](mailto:operations@global-response.co.uk)  
Please quote Voyager Lite 2017**

## Payment for medical treatment abroad

If you are admitted to a hospital/clinic while abroad, our nominated emergency service will, wherever possible, arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact our nominated emergency service for you as soon as possible. Private medical treatment is not covered unless authorised specifically by our nominated emergency service.

## Special notice

This is not a private medical insurance and only gives cover in the event of an accident or sudden illness that requires emergency treatment whilst abroad. In the event of any medical treatment becoming necessary which results in a claim under this insurance, you will be expected to allow insurers or their representatives unrestricted reasonable access to your medical records and information.

## Reciprocal health agreements

### EU, EEA or Switzerland

If you are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland you are strongly advised to obtain a European Health Insurance Card (EHIC). You can apply for an EHIC online at [www.ehic.org.uk](http://www.ehic.org.uk) or by telephoning 0300 330 1350. This will entitle you to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland. In the event of liability being accepted for a medical expense which has been reduced as a result of you presenting your European Health Insurance Card to a medical facility at time of treatment or similar reciprocal health agreement, we will not apply the deduction of excess under Section 2 - Emergency medical expenses.

### Australia

If you require medical treatment in Australia you must enrol with a local MEDICARE office. You do not need to enrol on arrival but you must do this after the first occasion you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website at [www.humanservices.gov.au/medicare](http://www.humanservices.gov.au/medicare) or by emailing [medicare@humanservices.gov.au](mailto:medicare@humanservices.gov.au). Alternatively please call our nominated emergency service for guidance. If you are admitted to hospital contact must be made with our nominated emergency service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

## Important conditions relating to health & activities

Please consider questions 1-6 & 8 very carefully in relation to yourself and your travelling companions insured under this policy. Question 7 relates to non travellers and travelling companions not insured by us.

There is certain information that we need to know as it may affect the terms of the insurance cover we can offer you. You must, to the best of your knowledge, give accurate answers to the questions we ask when you buy your travel insurance policy. If you do not answer the questions truthfully it could result in your policy being invalid and could mean that all or part of a claim may not be paid.

Please note that if you do contact **Online Travel Insurance Services Ltd** when the appropriate answers are all NO then you will have to pay the additional premium quoted if you wish to cover your declared conditions. If you think you may have given us any incorrect answers or if you want any help, please contact **Online Travel Insurance Services Ltd on 0330 880 5049** as soon as possible and we will be able to tell you if we can still offer you cover.

<b>1</b> Have you or your travelling companions been given a terminal diagnosis?	Yes	There is <b>no</b> cover for claims related directly or indirectly to these conditions.
<b>2</b> Are you or your travelling companions planning to travel against the advice of a medical practitioner or travelling specifically to seek, or you know you will need, medical treatment while you are away?	Yes	
<b>3</b> Are you or your travelling companions aware of the need for an operation or course of treatment at a hospital or clinic or do you have any undiagnosed symptoms that require tests or investigation or are you awaiting the results of any tests or investigations?	Yes	
No		There is <b>no</b> cover for claims related directly or indirectly to these conditions; however cover may be available by contacting <b>Online Travel Insurance Services Ltd on 0330 880 5049</b> . To avoid unnecessary extra cost, you should <b>only contact Online Travel Insurance Services Ltd if the answer to any of questions 4, 5 or 6 is YES</b> . If all the appropriate answers are NO then there is no need to contact <b>Online Travel Insurance Services Ltd</b> and your condition(s) will be covered. Any special terms that are necessary will be explained to you and confirmed in writing. <b>Please note calls may be recorded.</b>
<b>4</b> Within the last 12 months, have you or your travelling companions suffered from, been investigated for, diagnosed with, received treatment or taken any medication for; a. any cancer or malignant condition. b. any lung related condition (other than stable, well controlled asthma that requires not more than 2 medications, including inhalers). c. any heart related condition (including angina)? <b>NB</b> – You must contact <b>Online Travel Insurance Services Ltd on 0330 880 5049</b> if you take any medication for any of these conditions.	Yes	
<b>5</b> Have you or your travelling companions suffered from any other medical condition that has required referral to or consultation with a specialist clinic or hospital for treatment, tests or investigation within the 12 months prior to the date this insurance was arranged or the date that you subsequently made arrangements for a trip? <b>NB</b> – Continuing regular medication that is taken at home for a stable, well-controlled condition does not amount to “treatment” in this context and so does not need to be screened. If you or your travelling companions have stable conditions that require no more than 2 routine check-ups/reviews per year each then you do not need to be screened.	Yes	
No		Your medical conditions (if any) will be covered.
<b>6</b> Has your doctor or your travelling companions' doctor changed any regular prescribed medication in the last 3 months?	Yes	
No		<b>7</b> Are you aware of any existing medical conditions suffered by non-travellers or travelling companions not insured by us whose state of health is likely to cause you to cancel or amend your travel plans? If so, please contact <b>Online Travel Insurance Services Ltd on 0330 880 5049</b> to see what cover may be available.
Your medical conditions (if any) will be covered.		
<b>8</b> Are you planning to take part in any hazardous activities (see general exclusions 12-16 on page 10)? If so, please contact <b>Online Travel Insurance Services Ltd on 0330 880 5049</b> to see what cover may be available.		

## Important

You must tell us if, at any time during the period of insurance and each time you make arrangements to travel, there is a change in circumstances and you answer 'yes' to any of the important conditions relating to health and activities by contacting **Online Travel Insurance Services Ltd** as shown, as soon as possible so that we may reassess your coverage relating to any trips you have booked or may wish to book in the future. Please refer to general conditions 1, 2 & 3.

## Data protection and privacy statements

### Data transfer consent

By purchasing this policy, you have consented to the use of data as described below.

### Data Protection Policy

We are committed to protecting your privacy including sensitive personal information. Please read this section carefully as acceptance of this policy will be regarded as having read and accepted these terms and conditions.

### Sensitive information

Some of the personal information asked may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data except for the specific purpose for which it is provided and to provide the services described in this policy.

### How the information is used and protected and who it is shared with

We will use the information to manage this policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. The information comprises of all the details we hold including transactions and information obtained from third parties. We may use and share this information with other members of our group companies (the group). We will provide an adequate level of protection to the data. We do not disclose the information to anyone outside the group except:

- where we have your permission.
- where required or permitted to do so by law.
- to credit reference and fraud prevention agencies.
- other companies that provide a service to you or us

We may transfer the information to other countries and jurisdictions on the basis that anyone to whom it is passed provides an adequate level of protection.

## Important features

We would like to draw your attention to some important features of your insurance including;

### 1. Insurance document

You should read this document carefully. It gives full details of what is and is not covered and the conditions of the cover. Cover can vary from one policy to another so you should familiarise yourself with this particular insurance.

### 2. Conditions and exclusions

Specific conditions and exclusions apply to individual sections of your insurance, whilst general exclusions and conditions will apply to the whole of your insurance.

### 3. Health

This insurance contains restrictions regarding the health of the people travelling and of other people upon whose health the trip depends. You are advised to read the document carefully.

### 4. Property claims

These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis. Deductions will be made in respect of wear, tear and depreciation.

### 5. Limits

This insurance has limits on the amount the insurer will pay under each section. Some sections also include other specific limits, for example, for any one item or for valuables in total.

### 6. Excesses

Under some sections of this insurance, claims will be subject to an excess. This means each person will be responsible for paying the first part of their claim under each applicable section unless either the 'double your excess' or the 'excess waiver' option has been selected and this is shown on your certificate.

### 7. Claims arising from alcohol

We do not expect you to avoid alcohol during your trip, but will not cover any claim arising from excessive alcohol consumption, by which we mean where you have drunk so much alcohol that you have notably impaired your faculties and/or judgement and you need to make a claim. Please refer to general exclusions 9-11.

### 8. Reasonable care

You need to take all reasonable care to protect yourself and your property, as you would if you were not insured. Any amounts the insurers will pay for property left unattended in a public place or unattended vehicle is very limited, as specified in the wording.

### 9. Sports & activities

You may not be insured if you are going to take part in sports & activities where there is a generally recognised risk of injury. Please check that this insurance covers you, or ask us.

### 10. Customer service

We always try to provide a high level of service. However, if you think we have not lived up to your expectations, please refer to the complaints procedure.

### 11. Cancellation rights

This insurance contains a 14 day 'cooling off' period during which you can return it and get a full refund, providing you have not travelled and there are no claims. We reserve the right to deduct from the rebate of premium the necessary costs incurred in processing the original sale and cancellation (please refer to "Cancellation rights" on page 3).

### 12. Fraudulent claims

It is a criminal offence to make a fraudulent claim.

However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

### Your rights

Under the Data Protection Act 1998 you have certain rights regarding access to your information. You have the right to see a copy of the personal information held about you, if you believe that any of the information we are holding is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information we may ask you for a small fee.

### Marketing

We will not use the data for marketing purposes. All information provided is used to manage this policy only.

## Period of insurance

If you have paid the appropriate annual multi-trip travel insurance premium and you are under 70 years old, the overall period of insurance shall be for 12 months starting from the date shown on your certificate. This insurance then covers an unlimited number of holiday, leisure or business trips starting within that period, provided that no single trip is intended to be for longer than the maximum number of days shown in the policy features table for the cover you have bought. Wintersports are covered up to the total number of days shown in the policy features table.

Except as stated below, cover for each separate trip under this insurance starts when you leave your home or place of business in your home country at the start of your trip, and finishes as soon as you return to your home or place of business in your home country for any reason.

If you have paid the appropriate longstay travel insurance premium, this insurance allows you to return to your home country for short term visits of up to two weeks, as long as they are not subject to a claim. Cover is temporarily suspended for the duration of these visits.

You are only covered for the period for which a premium has been paid and in any event the total period of any one trip must not exceed the maximum period shown in the policy features table.

For cancellation only (section 1), cover starts from the date shown on your certificate or the date you book your trip, whichever is the later.

Personal money (section 8) will be covered from the time of collection but not more than 72 hours before travel.

If you are going on a one-way trip all cover will finish 48 hours after your arrival in the country of final destination, unless you have selected and paid the additional premium for the one way trip extended cover option and this is shown on your certificate. In this instance, your cover will finish at the date you have selected after arrival in the country of final destination up to a maximum of 31 days from the date of arrival in the country of final destination. In no event can the duration of cover exceed the maximum trip duration shown in the policy features table.

If your return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of delay.

**Important note** notwithstanding the period definition above, if you have already departed on your trip prior to purchasing your travel insurance, or if your previous insurance has expired, cover is available, subject to;

- all cover must start on the day following purchase or expiry of your previous insurance.

- no cover applies in respect of pre-existing medical conditions and no screening is available.

- 14 day waiting period before medical expenses cover commences in respect of illness if departure from home country or expiry of any previous policy or expiry of your previous insurance was more than 7 days before purchase date.

- the 14 day 'cooling off period' for cancelling the policy does not apply.

## Important information

Under European Union (EU) travel regulations, you are entitled to claim compensation from your carrier if any of the following happen:

### 1. Denied boarding and cancelled flights

If you check in on time but you are denied boarding because there are not enough seats available or if your flight is cancelled, the airline operating the flight must offer you financial compensation.

### 2. Long delays

If you are delayed for two hours or more, the airline must offer you meals and refreshments, hotel accommodation and communication facilities. If you are delayed for more than five hours, the airline must also offer to refund your ticket.

### 3. Luggage

If your checked-in luggage is damaged or lost by an EU airline, you must claim compensation from the airline within 7 days. If your checked-in luggage is delayed, you must claim compensation from the airline within 21 days of its return.

### 4. Death or injury

If you are injured in an accident on a flight by an EU airline, you may claim damages from the airline. If you die as a result of these injuries your family may claim damages from the airline.

Full details are available at

[http://europa.eu/youreurope/citizens/travel/passenger-rights/index\\_en.html](http://europa.eu/youreurope/citizens/travel/passenger-rights/index_en.html)

## How to make a claim

For all claims other than medical emergencies the fastest and simplest way to make a claim is by using our online claims system.

[www.submitclaim.co.uk/voyager](http://www.submitclaim.co.uk/voyager)

Alternatively, please request the appropriate claim form by telephoning the number below or via their website. Please quote **Voyager Lite 2017**.

**Claims Settlement Agencies Ltd,**  
308-314 London Road,  
Hadleigh, Benfleet,  
Essex, SS7 2DD, UK.  
Tel: 01702 427172  
Email: [info@csal.co.uk](mailto:info@csal.co.uk)  
Website: [www.csal.co.uk](http://www.csal.co.uk)

Please do not send in any documentation until you have a completed claim form to go with it. The claim form lists the additional documentation necessary to support your claim. Always make sure that any loss or theft of valuables or any items are reported to the police within 24 hours of discovering the loss or as soon as possible after that, and a written report obtained in the country where the incident occurred. If your baggage is damaged or lost in transit whilst "checked-in" you must report it to the handling agents or airline as soon as possible on collection and obtain a Property Irregularity Report. These reports (if applicable to your claim), together with all available receipts and any other requested documentation, must be submitted with your claim form.

## Insurers

This insurance is arranged by Voyager Insurance Services Ltd. All sections are underwritten by Sirius International Insurance Corporation UK Branch, Floor 4, 20 Fenchurch Street, London, EC3M 2BY, UK. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202912. Member of the Association of British Insurers.

Voyager Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. FRN 305814.

You can check these details on the Financial Services Register by visiting the FCA's website on [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this contract. If you are entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, UK. Tel: 0800 678 1100 or 020 7741 4100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Choice of Law and Jurisdiction

This policy, schedule and any endorsements shall be governed by and construed in accordance with the law of England and Wales. Each party agrees that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this policy or any claim.

## Interest

No sum payable under this policy shall carry interest.

## Rights of third parties act

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this policy. Only you and we can enforce any terms of this policy which may be varied or cancelled without consent of any third party.

## Cancellation rights

We hope you are happy with the cover this policy provides. However if after reading this certificate and wording, this insurance does not meet with your requirements, there is a 14 day "cooling off period" during which you can return it to the issuing agent, and any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to result in a claim has occurred. We reserve the right to deduct from the rebate of premium the necessary costs incurred in processing the original sale and cancellation. We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to you at your last known address. The 'cooling off' period does not apply if you have already departed on your trip when the policy is purchased.

## Definitions

Listed below are certain words that appear throughout the policy. In all cases they will have the meanings shown below.

**Baggage** means personal belongings, including clothing worn, and personal luggage owned or borrowed by you that you take with you on your trip.

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

**Breakdown** means that the vehicle in which you are travelling stops as a result of mechanical or electrical failure due to any cause other than lack of fuel, oil or water.

**Business colleague** means any person that you work closely with whose absence for a period of one or more complete days necessitates the cancellation or curtailment of the trip as certified by a director of the business.

**Certificate** means the policy schedule and certificate of insurance issued by us in respect of this policy which sets out the names of the persons insured, destination and/or the territorial limits of coverage, the period of insurance, any alterations of coverage or policy options selected by you and any other special conditions and terms. This along with this policy wording, the policy options wording (if applicable to any options selected by you and the additional premium paid), any endorsements or special terms issued by us, your application and declarations made to us or our agents, form the contract of insurance between you and us.

**Couple** means 2 adults living together at the same address as spouses, civil partners or a similar long term relationship.

**Course** means a pre-booked course of tuition that is related to education, personal development, business or leisure interest.

**Curtailment/curtail** means cutting your planned trip short by early return to your home country or admission to hospital as an inpatient so that you lose the benefit of accommodation you have paid for, or being confined to your accommodation.

**European Economic Area (EEA)** means all the countries of the European Union (EU) plus Iceland, Liechtenstein and Norway.

**Excess** means the first part of each and every claim that you are responsible for paying per incident claimed for, under each section by each insured person, unless either the 'Double your excess' or 'Excess Waiver' option has been selected and this is shown on your certificate.

**Existing medical condition** means any condition that has required referral to or consultation with a specialist clinic or hospital for treatment, tests or investigation within the 12 months prior to;

1. the date that this insurance was arranged, or
2. the date that you subsequently made arrangements for a trip (if this is an annual multi-trip policy), or
3. the date that you extended the original period of insurance, whichever is the latest.

**Family** means two adults (or 1 adult for a single parent family) and all of their children (including foster children) aged 17 and under (20 and under if in full time education). All persons must live at the same address. On annual multi-trip policies all insured persons are entitled to travel separately providing all travellers are named on the certificate of insurance.

**Home** means your normal place of residence in your home country.

**Home country** means your usual place of residence in the United Kingdom, Channel Islands, Isle of Man or the European Economic Area (EEA).

**Illness** means any disease, infection or bodily disorder which is unexpectedly contracted by you whilst on your trip or unexpectedly manifests itself for the first time during your trip.

**Manual work** means work that involves;

- i. hands-on use, installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, heavy power tools and industrial machinery, and
- ii. hands-on electrical and construction work or work above two storeys or 3 metres above ground level (whichever is the lower), building sites, any occupation involving heavy lifting;

unless your proposed activity or work is declared to us and confirmed in writing. Please contact **Online Travel Insurance Services Ltd on 0330 880 5049**. We reserve the right to apply special terms or conditions and/or charge an additional premium as we think appropriate. Please refer to the manual work notes on page 12 for details of work that is not considered manual work.

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

**Non-traveller** means your relatives or business colleagues who are not travelling with you and people with whom you have arranged to stay.

**North America** means the United States of America, Canada, Mexico, the Caribbean islands, Bahamas & Bermuda.

**Package holiday** means all aspects of a holiday arranged with a tour operator or travel agent prior to your departure at an inclusive price.

**Personal money** means cash, being bank notes and coins, travellers' cheques, travel tickets and accommodation vouchers carried by you for your personal use.

**Public transport** means any aeroplane, ship or coach on which you are booked to travel.

**Relative** means husband or wife (or partner with whom you are living at the same address), parent, grandparent, parent-in-law, brother, sister, child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or fiancé(e).

**Resident** means a person who permanently resides in the United Kingdom, Channel Islands, Isle of Man or the European Economic Area (EEA) and is registered with a medical practitioner in their home country.

**Ski equipment** means skis, snowboards, ski-poles, bindings, ski-boots and snowboard boots.

**Sports equipment** means items of a personal nature specifically designed and intended to be used for participation in a particular sport, game or leisure activity.

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Travelling companion** means any person with whom you are travelling or have arranged to travel with.

**Trip** means any holiday, leisure or business trip which begins and ends in your home country and for which you have paid the appropriate premium.

**Unattended** means out of your immediate control and supervision such that you are unable to prevent loss, theft or damage occurring.

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

**Valuables** means cameras and other photographic equipment, audio and video equipment, computers, all discs, CDs, tapes and cassettes, other electronic or electrical equipment or devices of any kind (including but not limited to mobile phones, MP3 or 4 players, tablets, ebooks, DVD's, films, cartridges and headphones), spectacles and/or sunglasses, telescopes and binoculars, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals.

**We, us and our** means the insurers. We are solely obligated and liable for all covers and benefits provided

under the terms of this policy wording, policy options wording, certificate and any endorsements.

**Wintersports** means cross country skiing (Nordic skiing), glacier skiing, recreational racing, snowmobiling, mono skiing, off piste skiing or snowboarding (providing local safety guidelines and warnings are observed), on piste skiing or snowboarding, snowblading, sledging and tobogganing.

**You and your** means each person for whom the premium has been paid, is shown on your certificate and whose age does not exceed the maximum shown in the policy features table. You must be resident in the United Kingdom, Channel Islands, Isle of Man or the European Economic Area (EEA) and registered with a medical practitioner in your home country. Each person is separately insured.

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## Section 1 Cancellation or curtailment

Cover under this section starts from the date shown on your certificate or the date travel is booked, whichever is the later.

**You are covered** up to the amount shown in the benefits schedule for your part of the unused travel and accommodation costs (including unused pre-booked excursions and course fees) that have been paid or where there is a contract to pay that cannot be recovered from anywhere else if it is necessary to cancel or curtail the planned trip because of any of the following events involving you or a travelling companion that first occur during the period of insurance;

- a. the accidental bodily injury, unexpected illness or death of you, your travelling companion, your business colleague or person with whom you intended to stay.
- b. the accidental bodily injury, unexpected illness or death of your relative or the relative of your travelling companion, a business colleague or person with whom you intended to stay.
- c. receipt of a summons for jury service, being subpoenaed as a court witness or being placed in compulsory quarantine.
- d. unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.
- e. redundancy, provided that you are entitled to payment under the current redundancy payments legislation and that at the time of booking your trip you had no reason to believe that you would be made redundant. You must have had 2 years continuous employment with that employer.
- f. your presence being required to make your property safe and secure following fire, flood or burglary that causes serious damage at your home within 48 hours prior to your departure, or whilst you are away.
- g. your car becoming unusable as a result of theft, fire or accident within 7 days prior to your departure. This only applies if you are planning to go on a self-drive trip in the car.

### You are not covered for

- a. the amount of the excess shown in the benefits schedule.
- b. anything not included in you are covered above.
- c. any directly or indirectly related claims if at the time this insurance was arranged and each time you make arrangements for a trip;
  - i. you or your travelling companions have been given a terminal diagnosis, or
  - ii. you or your travelling companions are planning to travel against the advice of a medical practitioner or travelling specifically to seek, or you know you will need, medical treatment while you are away, or
  - iii. you or your travelling companions are aware of the need for an operation or course of treatment at a hospital or clinic or you have any undiagnosed symptoms that require, tests or investigation or you are awaiting the results of any tests or investigations.
- d. any directly or indirectly related claims if, within the last 12 months, you or your travelling companions have suffered from, been investigated, treated for or diagnosed with;
  - i. any cancer or malignant condition.
  - ii. any lung related condition (other than stable, well controlled asthma that requires no more than 2 medications, including inhalers).
  - iii. any heart related condition (including angina).
  - iv. any existing medical condition, as defined.

We may agree not to apply (d) above or to accept this insurance at special terms but only if you supply us with details of your condition. Please contact **Online Travel Insurance Services Ltd on 0330 880 5049**.

- e. any claim related to the health of a non-traveller if you made arrangements for your trip in the knowledge that their state of health was likely to cause you to cancel or amend your travel plans, unless agreed by us and confirmed in writing. If you are in any doubt, please call **Online Travel Insurance Services Ltd on 0330 880 5049**.
- f. any costs incurred in respect of visas obtained in connection with the trip.
- g. disinclination to travel.
- h. failure to obtain the necessary passport, visa or permit for your trip.
- i. the cost of this policy.
- j. claims arising from your anxiety, stress, depression or any other mental or nervous disorder unless you provide a medical certificate from a registered mental health professional stating that this necessarily prevented you from travelling.

- k. the cost of your unused original tickets where our nominated emergency service or we have arranged and paid for you to come home following curtailment of the trip. If however you have not purchased a return ticket, we reserve the right to deduct the cost of an economy flight from any additional costs we have incurred which are medically necessary to repatriate you to your home.

**Please note** that curtailment claims will be calculated from the day you return to your home country, or you are admitted to hospital as an inpatient, so that you lose the benefit of accommodation you have paid for, or you are confined to your accommodation. Your claim will be based solely on the number of complete nights' accommodation lost. In respect of travel expenses, we will pay for any additional costs but not for the loss of your pre-booked arrangements.

### Conditions

It is a requirement of this insurance that if you;

- a. (for cancellation) become aware of any circumstances which make it necessary for you to cancel your trip, you must advise all parties with whom you have made pre-booked arrangements in writing as soon as possible. The maximum amount we will pay will be limited to the applicable cancellation charges at that time.
- b. (for curtailment) wish to return home earlier than your original plans and claim any additional costs under this insurance, you must contact our nominated emergency service and obtain their agreement to the new arrangements. Failure to do so will affect the assessment of your claim.

**Please also refer to the general exclusions and conditions.**

## Section 2 Emergency medical expenses

**You are covered** up to the amount shown in the benefits schedule for either the necessary costs incurred as a result of you sustaining accidental bodily injury, unexpected illness or death during your trip in respect of;

- a. emergency medical, surgical and hospital treatment and transportation. At the sole discretion of our nominated emergency service, who reserve the right to make the final decision as to whether or not it is medically necessary, this also includes the cost of repatriation to your home country, by whatever means deemed medically necessary. The cost of emergency dental treatment to natural teeth is covered up to the amount shown in the benefits schedule provided that it is for the immediate relief of pain only.
- b. additional travel and accommodation expenses (on a bed & breakfast basis) to enable you to return home if you are unable to travel as originally planned.
- c. additional travel and accommodation expenses (on a bed & breakfast basis) for;
  - i. a travelling companion to stay with you and accompany you home, or
  - ii. a relative or friend to travel from your home country to stay with you and accompany you home.
- d. returning you remains to your home or of a funeral in the country where you die, up to the equivalent cost of returning your remains to your home country.
- e. with the prior agreement of our nominated emergency service, your necessary additional travel expenses to return home following the death, injury or illness of a travelling companion insured by us or of your (or your travelling companion's) relative or business colleague in your home country.

### You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless a recovery can be made under the terms of the EHIC or any other reciprocal agreement.
- b. any directly or indirectly related claims if at the time this insurance was arranged and each time you make arrangements for a trip;
  - i. you or your travelling companions have been given a terminal diagnosis, or
  - ii. you or your travelling companions are planning to travel against the advice of a medical practitioner or travelling specifically to seek, or you know you will need, medical treatment while you are away, or
  - iii. you or your travelling companions are aware of the need for an operation or course of treatment at a hospital or clinic or you have any undiagnosed symptoms that require, tests or investigation or you are awaiting the results of any tests or investigations.
- c. any directly or indirectly related claims if, within the last 12 months, you or your travelling companions have suffered from, been investigated, treated for or diagnosed with;

- i. any cancer or malignant condition.
- ii. any lung related condition (other than stable, well controlled asthma that requires no more than 2 medications, including inhalers).
- iii. any heart related condition (including angina).
- iv. any existing medical condition, as defined.

We may agree not to apply (c) above or to accept this insurance at special terms but only if you supply us with details of your condition. Please contact **Online Travel Insurance Services Ltd on 0330 880 5049**.

- d. any claim related to the health of a non-traveller if you made arrangements for your trip in the knowledge that their state of health was likely to cause you to cancel or amend your travel plans, unless agreed by us and confirmed in writing. If you are in any doubt, please call **Online Travel Insurance Services Ltd on 0330 880 5049**.
- e. any treatment or surgery;
  - i. which is not immediately necessary and can wait until you return home. We reserve the right to repatriate you when you are fit to travel in the opinion of our nominated emergency service.
  - ii. which in the opinion of our nominated emergency service is considered to be cosmetic, experimental or elective.
  - iii. carried out in your home country or more than 12 months after the expiry of this insurance.
  - iv. not given within the terms of any reciprocal health agreements, wherever such agreements exist.
- f. any expenses incurred after the date which, in the opinion of our nominated emergency service, you could be moved to an alternative treatment facility or be repatriated to your home country but despite which advice, you decide not to be moved or repatriated.
- g. any expenses related to treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by our nominated emergency service.
- h. any expenses incurred in England, Scotland, Wales or Northern Ireland which are funded by, or are recoverable from, the health authority in your home country.
- i. any expenses for treatment not related to the injury or illness which necessitated your admittance to hospital.
- j. exploratory tests unless they are normally conducted as a direct result of the condition which required referral to hospital.
- k. claims related to manual work unless declared to and accepted by us.
- l. the additional cost of accommodation in a single or private room, unless it is medically necessary or there is no alternative.
- m. the costs of medication or treatment that you knew at the time of your departure would need to be continued during your trip.
- n. normal pregnancy, without any accompanying bodily injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth would not constitute an unforeseen event.
- o. the costs of replacing or repairing false teeth or of dental work involving the use of precious metals.
- p. the cost of your unused original tickets where our nominated emergency service or we have arranged and paid for you to come home following curtailment of the trip. If however you have not purchased a return ticket, we reserve the right to deduct the cost of an economy flight from any additional costs we have incurred which are medically necessary to repatriate you to your home.

**Please note** that it is essential under the terms of this insurance that;

- a. our nominated emergency service is contacted as soon as possible and their prior authority obtained if it appears likely that you require admission to hospital, you require medical treatment which will cost more than £/€250 (or the equivalent in local currency) or if you wish to return home earlier than your original plans. If it is not possible to notify them in advance because the condition requires immediate treatment to save life or limb our nominated emergency service must be notified as soon as possible. Failure to do so will affect the assessment of your claim.
- b. wherever possible you must use medical facilities that entitle you to the benefits of any reciprocal health agreements, such as the EHIC within Europe and MEDICARE in Australia.

**Please also refer to the general exclusions and conditions.**

## Section 3 Hospital stay benefit

**You are covered** for the amount shown in the benefits schedule for each night spent receiving in-patient hospital treatment whilst outside of your home country that is covered under section 2 - Emergency medical expenses.

Please also refer to the exclusions and conditions relating to section 2 - Emergency medical expenses and the general exclusions and conditions.

## Section 4 Personal accident

**You are covered** for the amount shown in the benefits schedule if you have an accident whilst you are on your trip which is the sole and independent cause of your death, permanent total disablement, loss of sight or loss of limb(s) within 12 months of the accident.

If you are aged under 16 at the date of the accident, the reduced amount you are covered for in the event of your death is shown in the benefits schedule.

Payment under this section in respect of all the consequences of an accident shall be limited in total to the amount shown in the benefits schedule. In the event of your death within 12 months of the accident, the total payment will be limited to the amount shown for death.

**Accident** means that you suffer bodily injury as a result of an identifiable and unexpected external cause.

**Permanent total disablement** means that for the twelve months following your accident you are totally unable to work in any occupation for which you are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**Loss of limb(s)** means physical loss of a hand or foot or complete loss of use of a hand, arm, foot or leg.

**Loss of sight** means total and permanent loss of sight which shall be considered as having occurred;

- in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

### You are not covered for

- claims resulting from motorcycling.
- claims arising out of manual work.
- a 'permanent total disablement' claim if at the date of the accident you are over the statutory retirement age and are not in full time paid employment.

Please also refer to the general exclusions and conditions.

## Section 5 Travel delay & abandonment

### Travel delay

**You are covered** up to the amounts (a), (b) and (c) shown in the benefits schedule if the departure of the public transport on which you are booked to travel is delayed by at least 12 hours.

(a) for the first complete 12 hour period of delay and (b) for each subsequent complete 12 hour period, up to the maximum payable (c).

### Abandonment

However, if your departure from your home country is delayed for more than 12 hours and you choose to abandon your trip, instead of a payment for delay, you are covered for the cost of the trip, up to the maximum claimable under section 1 - Cancellation or curtailment.

### You are not covered

- for a claim caused by a strike if it had started or been announced before you arranged this insurance or booked your trip, whichever is the later.
- if you fail to check-in on time.
- if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.
- for the amount of the excess shown in the benefits schedule in respect of each claim for abandonment.
- any claims arising from a volcanic ash cloud.
- to claim under this section if you have claimed under section 6 - Missed departure & journey disruption from the same cause.

Please also refer to the general exclusions and conditions.

## Section 6 Missed departure & journey disruption

**You are covered** up to the amount shown in the benefits schedule for necessary additional travel and accommodation expenses that you incur;

### Missed departure

to get you to your trip destination if you arrive at any departure point shown in your pre-booked itinerary too late to board the public transport on which you are booked to travel as a result of;

- the failure of public transport, or
- a road traffic accident or vehicle breakdown delaying the vehicle in which you are travelling.

### Catastrophe

because you are forced to move from pre-booked accommodation to continue your trip or, if the trip cannot be continued, to return home as a result of;

- fire, lightning or explosion rendering the pre-booked accommodation uninhabitable,
- local medical epidemic or directive from a qualified national or local authority directly affecting the area where the pre-booked accommodation is,
- hurricane, storm or other natural disaster that threatens your safety such that official evacuation orders are issued or that the pre-booked accommodation is rendered uninhabitable, or
- civil unrest, rebellion or war directly affecting the area where you are.

### Alternative travel & accommodation arrangements

to get you to your trip destination if the transport arrangements that you originally booked are cancelled or will be delayed by more than 24 hours beyond the departure time shown in your itinerary because of;

- a serious fire, storm or flood damage to the departure point.
- industrial action or strike.
- bad weather.
- mechanical breakdown of the international train or sea vessel.
- grounding of the aircraft due to a mechanical or structural defect.
- withdrawal of public transport services or closure of any airport, sea port or railway station from which you are booked to travel on the instructions of a competent national or local authority, or
- the financial failure of the transport provider.

### You are not covered

- for the amount of the excess shown in the benefits schedule in respect of each claim.
- for a claim caused by a strike if it had started or been announced before you arranged this insurance or booked your trip, whichever is the later.
- to claim under this section if you have claimed under section 5 - Travel delay and abandonment, from the same cause.
- your own decision not to stay in your pre-booked accommodation when the official directives from qualified national or local authorities state is safe and acceptable to do so, unless the Foreign and Commonwealth Office deem otherwise.
- any costs, expenses or compensation recoverable from a tour operator, airline, hotel or other service provider or that they are legally liable to pay.
- any amounts recoverable from any other insurance policy, bond, credit/debit card provider or from any other source.
- any extra costs incurred for accommodation or transport of a higher standard or fare category than that which you originally booked.
- any expenses that would normally have been incurred during your trip.
- any claim where you were travelling against the advice of the Foreign and Commonwealth Office or other national or local authorities.
- any claim where the circumstances giving rise to the claim were a matter of public knowledge prior to your departure for that area.
- any claims arising from a volcanic ash cloud.
- any claim unless;
  - you had planned to arrive at your departure point in advance of your earliest scheduled check-in time and provide a written report from the carrier, police or relevant transport authority confirming the delay and stating its cause.
  - you provide a report from the repairers if your claim is because of breakdown or accident to your car.
  - you provide a statement from the appropriate local authority and/or accommodation provider confirming the reason, nature and duration of the catastrophe leading to a claim under this section.
  - you contacted our nominated emergency service and obtained their prior authority before you made any arrangements to return home by any means other than your original pre-booked transport.

Please also refer to the general exclusions and conditions.

## Section 7 Baggage

**You are covered** up to the amounts shown in the benefits schedule, after making reasonable allowance for wear, tear and depreciation for the loss or theft of, or damage to;

- your baggage,
- your valuables.

**You are also covered** up to the amount shown in the benefits schedule in respect of emergency purchases for the cost of buying necessary items (for example clothing, medication and toiletries) if you are deprived of your baggage for more than 12 hours after arrival at your outbound destination. You must provide receipts for the items that you buy. If your baggage is permanently lost, any amount that we pay for emergency purchases will be deducted from the total claim.

### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim, except for emergency purchases.
- more than the amount shown in the benefits schedule for any one item, pair or set in respect of baggage and valuables.
- any additional value an item may have because it forms part of a pair or set.
- more than £/€100 in total for baggage stolen from an unattended motor vehicle between the hours of 8 p.m. and 8 a.m. or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- loss or theft of or damage to valuables whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
- breakage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried.
- loss or theft of or damage;
  - to household goods, bicycles, waterborne craft and their fittings of any kind.
  - to motor vehicles, trailers or caravans or any fixtures, fittings or accessories therein or thereon.
  - to watersports and ski equipment.
  - to contact lenses, dentures and hearing aids.
  - to baggage in transit unless reported to the carrier immediately and a written Property Irregularity Report is obtained.
  - to baggage sent by post, freight or any other form of unaccompanied transit.
  - to sports clothes and equipment whilst in use.
  - caused by moth or vermin or by gradual wear and tear in normal use.
  - caused by any process of cleaning, repairing or restoring.
  - caused by leakage of powder or fluid from containers carried in your baggage.
- mechanical or electrical breakdown.
- more than £/€50 in respect of sunglasses unless substantiated by the original purchase receipt pre-dating the loss.

Please also refer to the special exclusions and conditions shown below and to the general exclusions and conditions.

## Section 8 Personal money

Cover under this section starts at the time of collection from the bank, or 72 hours prior to departure, whichever is the later.

**You are covered** up to the amount shown in the benefits schedule for loss or theft of personal money.

### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim.
- loss or theft from an unattended motor vehicle at any time.
- more than the amount shown in the benefits schedule in respect of all cash carried by you whoever it may belong to.
- any loss resulting from shortages due to error, omission or depreciation in value.
- loss or theft of personal money whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.

Please also refer to the special exclusions and conditions shown below and to the general exclusions and conditions.

## Section 9

### Loss of passport

**You are covered** up to the amount shown in the benefits schedule following loss or theft of your passport for any additional necessary travel and accommodation costs, including the cost of any emergency passports, visas or permits incurred to enable you to continue your trip or return to your home country.

#### You are not covered for

- a. loss or theft either from an unattended motor vehicle at any time or from baggage whilst in transit unless you are carrying it.
- b. the cost of a permanent replacement for the passport itself.

**Please also refer to the special exclusions and conditions shown below and to the general exclusions and conditions.**

### Special exclusions applicable to sections 7, 8 & 9

#### You are not covered for

- a. more than £/€100 in total under these sections in respect of loss or theft of anything left unattended in a public place, including on a beach. In any event, you are not covered for loss or theft of valuables or personal money whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
- b. any loss or theft unless reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- c. loss of bonds or securities of any kind.
- d. delay, detention, seizure or confiscation by customs or other officials.

### Special conditions applicable to sections 7, 8 & 9

It is a requirement of this insurance that you must:

- a. in the event of a claim;
  - i. provide receipts or other documentation to prove ownership and value, especially in respect of valuables and any items for which you are claiming more than £/€100, and
  - ii. retain any damaged items for our inspection. Failure to exercise all reasonable care may result in your claim being reduced or declined.
- b. take care of your property at all times and take all practical steps to recover any item lost or stolen.

**Please also refer to the general exclusions and conditions.**

## Section 10

### Personal liability

**You are covered** up to the amount shown in the benefits table (inclusive of legal costs and expenses), incurred with our written consent, if you are held legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause if you are held legally liable for causing;

- a. accidental bodily injury, including death, illness and disease to a person, and/or
- b. accidental loss of or damage to material property (property that is both material and tangible).

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim.
- b. any liability for;
  - i. bodily injury, illness or disease of any person who is your relative, a travelling companion, or under a contract of employment, service or apprenticeship with you when the bodily injury, illness or disease arises out of and in the course of their employment to you.
  - ii. loss or damage to property belonging to or held in trust by or in the custody or control of you other than temporary accommodation occupied by you in the course of the journey;
  - iii. bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by you or on behalf of you of aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns).
  - iv. bodily injury caused directly or indirectly in

connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity.

- v. fraudulent, dishonest or criminal acts of you or any person authorised by you.
- vi. any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- vii. any claim assumed by you under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- viii. punitive or exemplary damages.

#### Conditions

- a. you or your legal representatives will give us written notice immediately if you have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
- b. no admission, offer, promise, payment or indemnity shall be made by or on behalf of you without our prior written consent.
- c. every claim notice, letter, writ or process or other document served on you shall be forwarded to us immediately upon receipt.
- d. we shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages against all other parties or persons.
- e. we may at any time pay you in connection with any claim or series of claims the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made we shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

**Please also refer to the general exclusions and conditions.**

## Section 11

### Legal expenses

**You are covered** up to the amount shown in the benefits schedule for legal costs and expenses incurred in pursuit of a claim for compensation or damages from a third party who causes your death or bodily injury or illness during your trip.

**Where there are two or more persons insured by this policy, then the maximum amount we will pay for all such claims shall not exceed £/€50,000.**

#### Definitions applicable to this section

**Legal expenses** means;

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

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

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim.
- b. any liability for;
  - i. any claim reported to us more than 12 months after the beginning of the incident which led to the claim.
  - ii. legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against you.
  - iii. legal expenses incurred before receiving our prior written approval, unless such costs would have been incurred subsequently to our approval.
  - iv. legal expenses incurred in connection with any criminal or wilful act committed by you.
  - v. legal expenses incurred for any claim or legal proceedings brought against;

- a. a travel agent, tour operator, carrier, insurer or their agent, or
- b. us, you, or any company or person involved in arranging this policy.
- vi. fines, compensation or other penalties imposed by a court or other authority.
- vii. legal expenses incurred after you have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or you not accepting an offer from us to settle a claim.
- viii. legal expenses which we consider to be unreasonable or excessive or unreasonably incurred (as determined by our legal counsel).
- ix. actions between individuals named on the schedule.
- x. legal expenses incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

#### Conditions

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

## Wintersports sections 12, 13 & 14

In respect of Short Stay and Longstay policies the following sections only apply if you have paid the appropriate additional wintersports premium. They are automatically included under the annual multi-trip option up to a total of 21 days in the year.

## Section 12

### Ski equipment and other expenses

**You are covered** up to the amount shown in the benefits schedule, after making reasonable allowance for wear, tear and depreciation and subject to the special condition shown below for;

- a. loss or theft of, or damage to ski equipment owned or borrowed by you.
- b. loss or theft of, or damage to ski equipment hired by you.
- c. the cost of necessary hire of ski equipment following;
  - i. loss or theft of, or damage to, your ski equipment insured by us, or
  - ii. the delayed arrival of your ski equipment, subject to you being deprived of their use for not less than 12 hours.

### You are not covered for

- the amount of the excess shown in the benefits schedule for each claim other than claims for hire costs.
- ski equipment stolen from an unattended motor vehicle between the hours of 8 p.m. and 8 a.m. or, if stolen at any other time, unless they were forcibly removed whilst locked and whilst out of sight wherever possible either inside the vehicle or to a purpose designed ski rack.
- damage to ski equipment whilst in use for race training or racing.
- your damaged ski equipment unless submitted to us for our inspection.
- loss or theft of ski equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- loss or theft of, or damage to, ski equipment whilst in transit unless reported to the carrier and a Property Irregularity Report obtained.
- loss or theft of, or damage to, ski equipment over 5 years old.
- loss or theft of ski equipment left unattended in a public place.

### Special conditions applicable to section 12

In respect of loss or damage to ski equipment, we will not pay more than the proportion shown below depending on the age of the equipment. It is a requirement of this insurance that you must, in the event of a claim, provide receipts or other documentation to prove ownership and value, especially in respect of any items for which you are claiming more than £/€100.

Age of equipment	Proportion of original purchase price
Up to 1 year	85%
Up to 2 years	65%
Up to 3 years	45%
Up to 4 years	30%
Up to 5 years	20%
Over 5 years	NIL

Please also refer to the general exclusions and conditions.

## Section 13 Ski pass

**You are covered** up to the amount shown in the benefits schedule for the proportionate value of any ski pass, ski hire or ski school fee that you are unable to use or recover following:

- accidental bodily injury or sickness that prevents you from skiing, as medically certified, or
- loss or theft of your ski pass.

### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim.
- any claim not substantiated by a police and/or a medical report.

Please also refer to the general exclusions and conditions.

## Section 14 Piste closure

**Not applicable to longstay policies. Only valid for the period 1st December to 31st March.**

**You are covered** for the daily amount shown in the benefits schedule for each day that it is not possible to ski because all lifts are closed due to a complete lack of snow, adverse conditions or avalanche danger in your pre-booked trip resort, up to the total amount shown either:

- for the costs you have paid for travel to an alternative resort including the necessary additional cost of a ski pass, or
- a compensation payment to you after you return where no alternative is available.

**You are not covered** if you arranged this insurance or booked your trip within 14 days of departure and at that time conditions in your planned resort were such that it was likely to be not possible to ski.

### Conditions

- you must provide written confirmation from the resort authorities or ski lift operators for the period that there was no skiing available owing to the closure of all ski lifts.
- you must submit receipts for the travel and ski pass costs that you wish to claim.

Please also refer to the general exclusions and conditions.

## Section 15 Enhanced travel or terrorism disruption

**The following section only applies if you have paid the appropriate additional premium as shown on your certificate. Applicable to travel arrangements that do not form part of a package holiday.**

### Definitions applicable to this section only:

**Act of Terrorism** means an act which either:

- has been declared as an act of terrorism by either the government of your UK or EEA Home Country, or the government of the country where the act occurred; or
- where there has been a delay in such declaration, we, in our sole opinion, believe it amounts to an act of terrorism. Where we exercise this discretion we shall do so acting reasonably with the information available to us at the time.

**Cyber-Terrorism** means the use of disruptive activities, or threats thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

### 15.1 Extended Cancellation or curtailment

Section 1 – Cancellation or curtailment is extended to include the following cover.

**You are covered** up to the amount shown in the benefits schedule for your part of the unused travel and accommodation costs (including unused pre-booked excursions and course fees) that have been paid or where there is a contract to pay that cannot be recovered from anywhere else if it is necessary to cancel or curtail the planned trip because of any of the following events involving you or a travelling companion that first occur during the period of insurance;

- you were not able to travel and use your pre-booked accommodation, or
- the trip was cancelled or curtailed before completion; as a result of:

- the travel advice unit of the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which you are travelling issuing a directive prohibiting all travel or all but essential travel to, or recommending evacuation from, the country or specific area or event to which you are travelling, providing the directive came into force after you purchased this insurance or booked the trip (whichever is the later), or in the case of curtailment, after you had left your home country to commence the trip; or
- an act of terrorism affecting any point of arrival or departure shown in your pre-booked itinerary or occurring within 40 miles of the booked accommodation, within the 31 days prior to departure or during your trip.

### 15.2 Extended Travel delay & 15.3 abandonment

Section 5 – travel delay is extended to include the following cover.

**You are covered** for either;

#### Travel delay

- up to the amounts (a), (b) and (c) shown in the benefits schedule if the public transport on which you are booked to travel is cancelled or delayed, leading to your departure being delayed for more than 12 hours at the departure point of any connection, or

#### Abandonment or additional expenses

- up to the amount shown in the benefits schedule in respect of:
  - irrecoverable unused travel and accommodation costs (including unused pre-booked excursions and course fees) and other pre-paid charges which you have paid or are contracted to pay because you choose to abandon your trip as a result of;
    - the public transport on which you are booked to travel from your home country being cancelled or delayed for more than 12 hours, or
    - you being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight can be provided within 12 hours, or
    - an act of terrorism affecting any point of arrival or departure shown in your pre-booked itinerary or occurring within 40 miles of the booked accommodation, within the 31 days prior to departure.

- suitable additional travel and accommodation expenses (on a bed & breakfast basis) necessarily incurred in reaching your overseas destination and/or in returning to your home country, as a result of;
  - the public transport on which you are booked to travel being cancelled, delayed for more than 12 hours, diverted or redirected after take off, or
  - you being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight can be provided within 12 hours and you choose to make other travel arrangements, or
  - an act of terrorism affecting any point of arrival or departure shown in your pre-booked itinerary or occurring within 40 miles of the booked accommodation, within the 31 days prior to departure or during your trip.

The amount payable will be calculated after deduction of the amount of the refund on your ticket(s) together with any compensation from the public transport provider. You cannot claim under both subsection 1 or subsection 2 for the same event.

### 15.4 Extended Missed departure

Section 6 – missed departure is extended to include the following cover.

**You are covered** up to the amount shown in the benefits schedule for necessary additional travel and accommodation expenses (on a bed & breakfast basis) that you incur in reaching your destination if you arrive at any departure point shown on your pre-booked itinerary too late to board the public transport on which you are booked to travel as a result of;

- strike, industrial action, adverse weather conditions, or disruption due to a volcanic eruption, or
- you being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within a time that would enable you to make your planned onward journey.
- an act of terrorism affecting any point of arrival or departure shown in your pre-booked itinerary or occurring within 40 miles of the booked accommodation, within the 31 days prior to departure or during your trip.

### 15.5 Accommodation costs

**You are covered** up to the amount shown in the benefits schedule for either;

- any irrecoverable unused accommodation costs (including unused pre-booked excursions and course fees) and other pre-paid charges which you have paid or are contracted to pay because you were not able to travel and use your booked accommodation, or
  - additional travel and accommodation costs necessarily incurred;
    - up to the standard of your original booking, if you need to move to other accommodation on arrival or at any other time during the trip because you cannot use your booked accommodation, or
    - with the prior authorisation of our nominated 24 hour emergency service, to repatriate you to your home country if it becomes necessary to curtail the trip; as a result of fire, flood, earthquake, explosion, tsunami, landslide, avalanche, volcanic eruption, hurricane, storm or an outbreak of food poisoning or an infectious disease affecting your accommodation or resort, or
    - an act of terrorism affecting any point of arrival or departure shown in your pre-booked itinerary or occurring within 40 miles of the booked accommodation within the 31 days prior to departure or during your trip.
- You cannot claim under subsection 1 and subsection 2 for the same event.

### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim, except for claims under subsection 1 of the extended Travel delay cover.
- any claim under this section which is also covered under section 1 – Cancellation or curtailment, section 5 – Travel delay or section 6 – Missed departure for the same event.
- claims arising directly or indirectly from;
  - strike, industrial action, act or terrorism or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which you were travelling existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
  - an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling.



- iii. denied boarding due to your drug use, alcohol or solvent abuse or your inability to provide a valid passport, visa or other documentation required by the public transport provider or their handling agents.
- iv. any costs incurred by you which are recoverable from the providers of the accommodation (or their administrators), a credit/debit card provider or for which you receive or are expected to receive compensation or reimbursement.
- v. any costs incurred by you which are recoverable from the public transport provider, a credit/debit card provider or for which you receive or are expected to receive compensation, damages, refund of tickets, refund of course fees, excursion costs, meals, refreshments, accommodation, transfers, communication facilities or any other assistance.
- vi. any accommodation costs, charges and expenses where the public transport operator has offered suitable alternative travel arrangements.
- vii. any costs for normal day to day living such as food and drink which you would have expected to pay during your trip.
- viii. the consequences of an act of cyber-terrorism including but not limited to the delay or cancellation of flights due to the failure of critical systems.
- ix. where your tour operator, travel agent or accommodation provider offers alternative transport or accommodation as a result of an act of terrorism, or where you are compensated or refunded by any other third party, government or public authority compensation.

### Special conditions relating to claims

(applicable to all extended sections of cover under section 20)

- a. if you fail to notify the travel agent, tour operator or provider of transport, accommodation, or course as soon as you find out it is necessary to cancel the trip, the amount we will pay will be limited to the cancellation charges that would have otherwise applied.
- b. you must get (at your own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or relevant authority that you could not use your accommodation and the reason for this.
- c. (for curtailment claims only) you must tell our nominated emergency service as soon as possible of any circumstances making it necessary for you to return home and before any arrangements are made for your repatriation.
- d. you must check in according to the itinerary supplied to you unless your tour operator or airline has requested you not to travel to the airport.
- e. you must get (at your own expense) written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or involuntarily denied boarding and the reason for these together with details of any alternative transport offered.
- f. you must comply with the terms of contract of the public transport operator and seek financial compensation, assistance or a refund of your ticket from them, in accordance with the terms and/or (where applicable) your rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.
- g. you must get (at your own expense) written confirmation from the scheduled public transport operator/accommodation provider that reimbursement will not be provided.

Please also refer to the general exclusions and conditions.

## Section 16 Gadget Insurance

The following option only applies on trips of up to 120 days duration and if you have paid the appropriate additional premium as shown on your certificate.

### Definitions applicable to this section only.

The following words shall have the meanings given below.

**Accessories** means any item that you may attach or connect to your gadget (for example a phone charger).

**Accidental Damage** means the unintentional and unforeseen failure, breakage or destruction of your gadget, with visible evidence of an external force being applied and which results in the gadget being unusable.

**Cosmetic Damage** means any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the gadget.

**Gadget** means the portable electronic equipment item(s) owned by you, the replacement value of which must not exceed the Gadget Maximum Per Item Limit and shown within the relevant proof of purchase, that is in good condition and in full working order at the time of your trip, including Laptops, Mobile Phones, Smart Phones, iPhones, iPads, Tablets, e-readers, MP3 Players, CD/DVD Players, Head/Ear Phones, Satellite Navigation Devices, PDAs, handheld games, consoles, cameras, video cameras and wearable technology (e.g. smart watch or health and fitness tracker) but excluding drones.

**Loss** means that the gadget has been accidentally lost by you and you are permanently deprived of its use.

**Malicious Damage** means the intentional or deliberate actions of another party which causes damage of your gadget.

**Proof of Purchase** means an original receipt and any other documentation required to prove your gadget was purchased from a UK VAT or EEA registered company and that it is owned by you - including the date of purchase, make and model of your gadget, where applicable.

**Proof of Usage** means evidence that shows your gadget has been in use before the event giving rise to the claim. Where the gadget is a mobile phone this evidence can be obtained from your Airtime provider. For other gadgets, such as laptops or tablets, in the event of accidental damage claims this may be determined through inspection by our repairers.

**Replacement Item(s)** means an identical gadget of the same age and condition, or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original gadget. Replacement Items will only be delivered to a UK or EEA address of your choice.

**Theft** means the unlawful taking of your gadget against your will by another party using force or threat of violence, with the intent to permanently deprive you of that property, or burglary by forcible and violent entry, as confirmed by a Police crime report.

**Unauthorised Calls, Texts or Data Use** means any calls, texts or data use made from your gadget after the time that it was stolen, to the time that it was blacklisted by your airtime provider.

### What is covered

You are covered up to the amount shown in the benefits schedule in respect of gadgets owned by you against Theft, Loss, Accidental Damage and Malicious Damage, Liquid Damage and Unauthorised Calls, Texts or Data Use, while you are on a trip that is covered by your travel insurance policy.

**Cover is provided per Policy and applies to all persons listed on the certificate. The limit applies per policy not per insured person.**

Please also refer to the 'What is not covered' section and conditions applicable to section 16.

### 16.1 Accidental damage and Malicious damage

**You are covered** up to the amount shown in the benefits schedule for the costs of repairing your gadget as a result of Accidental Damage or Malicious Damage, which was not deliberately caused by you or bound to happen. If we are unable to economically repair your gadget then, at our discretion, a replacement item will be provided by us.

**You are not covered for** accidental damage or malicious damage caused by:

- a. deliberate damage or neglect of the gadget;
- b. failure on your part to follow the manufacturer's instructions;
- c. inspection, maintenance, routine servicing or cleaning.
- d. malicious damage caused by you, your family or any of your travelling companions.

Please also refer to the 'What is not covered' section and conditions applicable to section 16.

### 16.1 Theft or loss

**You are covered** up to the amount shown in the benefits schedule to replace your gadget with a replacement item if it is stolen or lost. Where only part or parts of your gadget have been stolen or lost, we will only replace that part or parts.

### You are not covered

- a. where the theft has occurred from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless the gadget has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
- b. for theft from any premises, building, land or vehicle unless force resulting in damage to the building, premises or vehicle was used to gain entry or exit;
- c. where the gadget has been removed from your control or the control of a member of your family unless it was concealed either on or about your person or on or about the person of a member of your family and has not been left unattended.
- d. where the gadget has been left unattended when it is away from your home;
- e. where all precautions have not been taken;
- f. if you do not report the theft or loss of your gadget to the police within 24 hours of discovering it and do not obtain a written police report.

### Please note:

- i. you must report the theft or loss of your gadget to the police within 24 hours of discovery and obtain a written police report or crime reference number in relation to the theft of the item. Lost property numbers are not acceptable in support of a theft claim.
- ii. you must report the theft or loss of your mobile phone within 12 hours of discovery of the occurrence of the theft or loss to your airtime provider and instruct them to blacklist your handset.
- iii. if your claim is for a mobile phone or smartphone, we will request your call records to prove the gadget has been in use since policy inception and up to the event giving rise to the claim.

Please also refer to the 'What is not covered' section and conditions applicable to section 16.

### 16.1 Liquid Damage

**You are covered** up to the amount shown in the benefit schedule to repair or provide a replacement item for your gadget if it is damaged as a result of accidentally coming into contact with any liquid.

**You are not covered for** any liquid damage claims excluded under the "What is not covered" section.

Please also refer to the 'What is not covered' section and conditions applicable to section 16.

### 16.2 Unauthorised Calls, Texts or Data Use

Where your gadget is a device where you are charged for Unauthorised Calls, Texts or Data Use and it is lost or stolen.

**You are covered for** cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by Your airtime provider. This is subject to you providing an itemised bill. The maximum we will pay for any one occurrence is £/€100.

**You are not covered for** any Unauthorised Calls, Texts or Data Use where the Theft has not been reported to Your airtime provider within 12 hours of the theft and there is no protection from such losses from them.

Please also refer to the 'What is not covered' section and conditions applicable to section 16.

### What is not covered under section 16

- a. the amount of the excess shown in the benefits schedule. This is increased to £/€100 in respect of claims for loss.
- b. any loss, theft or accidental damage to a gadget left as "checked in" baggage.
- c. any loss, theft or accidental damage to a gadget prior to your trip.
- d. 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.
- e. any claim where proof of usage cannot be provided or evidenced.
- f. loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- g. any kind of damage whatsoever unless the damaged gadget is provided for repair.

- h. 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.
- i. repairs or any other costs for:
  - a) cleaning, inspection, routine servicing or maintenance;
  - b) loss or damage arising from a manufacturer's defect or recall of the gadget;
  - c) replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
  - d) any repairs carried out without prior authorisation from us;
  - e) claims arising from abuse, misuse or neglect;
  - f) wear and tear to the gadget and/or gradual deterioration of performance;
  - g) cosmetic damage.
  - h) sudden and unforeseen electrical or mechanical breakdown.
- j. any claim if the serial number, IMEI (international mobile equipment identity) or simgata has been tampered with in any way or deleted.
- k. any claim made, or any event causing the need for a claim to be made, which occurred prior to the commencement date of the period of insurance.
- l. any claim for a mobile phone which has not been used for its core purpose since the inception of your policy, or since it was added to your policy, as verified by your airtime provider.
- m. any claim arising whilst you are not on a trip.
- n. any repair or replacement if a SIM card registered to you was not in the insured mobile phone or gadget the time of the accidental damage, theft, loss, breakdown, or liquid damage.
- o. any expense incurred arising from not being able to use the gadget, or any costs other than the repair or replacement costs of the gadget.
- p. accidental damage, malicious damage, theft, loss, or liquid damage to accessories of any kind.
- q. any breakdown arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
- r. reconnection costs or subscription fees of any kind.
- s. costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
- t. items purchased from an on-line auction site unless from a VAT registered supplier or registered company.
- u. any costs for loss or damage to information or data or software contained in or stored on the gadget whether arising as a result of a claim paid by this insurance or otherwise.
- v. any other costs that arise directly or indirectly from the event which led to your claim unless specifically stated in this policy.
- w. liability of whatsoever nature arising from ownership or use of the gadget, including any illness or injury resulting from it.
- x. Value Added Tax (VAT) where you are registered with HM Revenue & Customs for VAT.
- y. any loss, theft or accidental damage due to confiscation or detention by customs, other officials or authorities.
- z. claims for any gadget used in connection with your profession or trade.
- aa. any gadget more specifically insured elsewhere, or costs or payments recoverable from any party, under the terms of any other contract, guarantee or warranty.

### Special conditions applicable to Section 16

- a. cover is limited to one claim per item during any single period of Insurance. Cover is limited to one replacement per period of insurance per item, up to the amount specified in your benefits schedule.
- b. this insurance only covers gadgets purchased in your home country. Cover includes the use of the gadget for the period and destination shown on your certificate.  
Any repairs or replacements must be carried out in the UK by repairers or retailers approved by us.
- c. the gadget must be less than 6 years old (except for laptops which must be less than 3 years old) at the start date of the insurance, with valid proof of purchase. All items must have been purchased as new from a UK VAT or EEA registered company and must be in full working order at the start date of this policy.
- d. you must provide us with any receipts, proof of usage or documents to support your claim as requested. All proof of purchase must include the make and model of the gadget and must be in your name. If we do not receive the documents we have requested from you or if any documents submitted by you are not acceptable to us, it may delay your claim or we may decline to pay your claim.

- e. you must take all precautions to prevent any damage to your gadget.
- f. if your gadget is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc), You must notify such carrier immediately and obtain a copy of their report.
- g. we will process your claim under the terms and conditions of this insurance based on the first reason notified to us for the claim. Please note that it may be necessary for us to contact your airtime provider in order to validate your claim.
- h. cover for your gadget applies to you as the person who purchased the policy and your family.
- i. the benefits of this policy cannot be transferred to someone else or to any other gadget without our written permission.

### Repairs and Replacement Conditions

All repaired or replaced gadgets will be supplied and configured to UK specification and set-up in English language.

Where we are able to provide a replacement, this is not on a 'new for old' basis. Cover is limited to one replacement per period of insurance per item, up to the amount specified in your policy schedule. If your gadget cannot be replaced with an identical gadget of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original gadget subject to the following depreciation scale:

- 20% over one year old and less than two years old
- 30% over two years old and less than three years old
- 40% over three years old and less than four years old
- 60% over four years old and less than five years old
- 80% over five years old and less than six years old

#### Please note :

- i. if we replace your gadget the damaged or lost items becomes ours. If it is returned or found you must notify us and send it to us if we ask you to.
- ii. it may not always be possible or economical to replace your gadget with the same colour or finish, in which case an alternative colour/finish will be provided.

### General exclusions

You are not covered for claims arising out of;

1. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This is not applicable, however, in respect of claims under section 2 or section 15 arising through terrorism (other than losses arising from nuclear, chemical and biological exposures) unless you planned to travel to areas that were publicly known to be affected or threatened by such risks (please see general condition 3).
2. loss, damage, expense or indemnity incurred as a result of travelling to an area that the Foreign and Commonwealth Office (or its equivalent in other EEA countries) have advised against all or all but essential travel provided that such loss, damage, expense or indemnity is directly or indirectly related to any such circumstances that are the reason for the advice.
3. loss, damage, expense or indemnity directly or indirectly resulting from or attributable to radioactive contamination of any nature.
4. you being exposed to the utilisation of nuclear, chemical or biological weapons of mass destruction.
5. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other flying objects travelling at sonic or supersonic speeds.
6. you travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
7. your suicide or attempted suicide or your deliberate exposure to unnecessary danger (except in an attempt to save human life).
8. sexually transmitted diseases.
9. your excessive consumption of alcohol or use of drugs.
10. your alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.

- 11. any claim which is as a result of you having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal.
- 12. your participation that was planned or intended at the time of arranging this insurance in activities of a hazardous nature except as listed on pages 11-12 under activity levels Leisure, Action & Action Plus, (where the appropriate additional premium has been paid and is shown on your certificate), unless declared to and accepted by us. We reserve the right to apply special terms and conditions (which may include additional premiums) and coverage will be subject to your compliance with them.
- 13. wintersports, as defined, except when this insurance is taken in connection with a wintersports trip and the appropriate premium paid as provided for under the activities levels Leisure, Action or Action Plus. In no event, however, is cover granted for wintersports if you are aged over 74 or for ski jumping, big air, aerials, freestyle or stunting.
- 14. scuba diving if you are;
  - i. not qualified for the dive undertaken unless you are accompanied by a properly qualified instructor, or
  - ii. diving to a greater depth than 30m (or 40m under the Action activity option, subject to payment of the appropriate additional premium as shown on your certificate), or
  - iii. diving alone.
- 15. racing or race training of any kind (other than on foot or sailing) except as provided for under the activities levels Leisure, Action or Action Plus.
- 16. your participation or engagement in manual work, professional sports, motor rallies and motor competitions.
- 17. you taking part in civil commotions or riots of any kind.
- 18. any other loss, damage or additional expense following on from the event for which you are claiming, unless we provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury, illness or disease.
- 19. you breaking or failing to comply with any law whatsoever.
- 20. your financial incapacity, whether directly or indirectly related to the claim except as provided for under section 1 - Cancellation or curtailment (e).
- 21. the bankruptcy or insolvency of a tour operator, travel agent, transport company or accommodation supplier.
- 22. a tour operator failing to supply advertised facilities.
- 23. any government regulation or act.
- 24. you travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- 25. you travelling against the advice of a medical practitioner.
- 26. any search and rescue costs unless related to winter sports insured by this policy.
- 27. your failure to obtain any recommended vaccines, inoculations or medications prior to your trip departure and take the complete course of any recommended medications, wherever such precautions are strongly recommended (or would have been but you failed to seek suitable alternative advice) in the light of your age, personal medical history, circumstances and travel plans.
- 28. loss or theft of, or damage to, items of baggage, gadgets or sports/golf/business equipment under more than one section in respect of any one item.

### General conditions

You must comply with the following conditions to have the full protection of your policy. If you do not comply we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

1. you must answer the questions relating to health and activities shown on page 3 of this policy truthfully and to the best of your knowledge and contact us, as shown, if required. If you do not do so then any related claim may be reduced or rejected or your policy may become invalid.
2. you must notify **Online Travel Insurance Services Ltd on 0330 880 5049** as soon as possible about any change in circumstances which affects your policy, including you, a person you are travelling with, a business colleague or relative receiving confirmation of a new or changed medical condition or currently being under medical investigation, change in sporting activity or leisure activities you intend to participate in during your trip or any additional persons(s) to be insured under this policy. We have the right to

reassess your coverage, policy terms and/or premium after you have advised us of any such change this may include us accepting a claim for the cancellation charges applicable at that time if no suitable or alternative cover for your changed circumstances can be provided. If you do not advise us of any change then any related claim may be reduced or rejected or your policy may become invalid.

3. you must notify **Online Travel Insurance Services Ltd on 0330 880 5049** if your plans for your trip include travel to areas affected or threatened by war or similar risks as set out in general exclusion 1. We reserve the right not to cover such trips or, if we will cover them, to apply special terms or conditions and/or charge an additional premium as we think appropriate. No cover for such trips shall attach unless you accept such terms, including any additional premium, before you depart.
4. you must advise the claims handlers of any possible claim as soon as possible. You must supply them with full details of all the circumstances and any other information and documents we may require.
5. you must keep any damaged articles that you wish to claim for and, if requested, send them to the claims handlers at your own expense. If we pay a claim for the full value of an article, it will become our property.
6. you must agree to have medical examination(s) if required. In the event of your death, we are entitled to have a post mortem examination. All such examinations will be at our expense.
7. you must assist us to obtain or pursue a recovery or contribution from any third party or other insurers (including the Department of Work & Pensions) by providing all necessary details and by completing any forms.
8. you must pay us back within 1 month of demand any amounts that we have paid on your behalf that are not covered by this insurance.
9. you must take all reasonable steps to avoid or minimise any loss that might result in you making a claim under this insurance.
10. you must comply with all the terms, provisions, conditions and endorsements of this insurance. Failure to do so may result in a claim being declined.
11. except for claims under section 4 - Personal accident and for any of the fixed daily benefits provided under any other section this insurance shall only be liable for its proportionate share of any loss or damage that is covered by any other insurance.
12. we may take action in your name but at our own expense to recover for our benefit the amount of any payment made under this insurance.
13. we may at our option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged, or by issuing you with a credit voucher.
14. no refund of premium will be allowed after the 14 day cooling off period following the date of purchase of this insurance nor after any travel has begun nor if an incident has occurred, a claim has been made or is intended to be made.
15. this insurance is non-transferable. If a trip is cancelled for any reason other than that described in section 1 - Cancellation or curtailment then the cover for that trip terminates immediately and no refund of premium in whole or part will be made.
16. if you or anyone acting on your behalf makes any claim knowing it to be false or fraudulent in any way then this insurance shall become void, premiums non-refundable and all claims shall be forfeited.
17. we shall not provide any cover or pay any claim or provide any benefit to the extent that this cover, payment of a claim or benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

## Complaints procedure

We will do everything possible to ensure that you receive a high standard of service. If you are not satisfied with the service received please contact us. When you contact us please give us your name and contact telephone number. Please also quote your policy and/or claim number and the type of policy you hold.

### Making your complaint

If your complaint relates to the sale or administration of your policy, please contact the agent from where you bought your policy or;

**Online Travel Insurance Services Ltd**  
**5300 Lakeside, Cheadle Royal Business Park,**  
**Cheadle, Cheshire, SK8 3GP**  
**Tel: 0330 880 5049**

**Email: [support@online-travelinsurance.com](mailto:support@online-travelinsurance.com)**

If your complaint relates to a claim on your policy, please contact;

**Compliance Manager,**  
**Sirius International Insurance Corporation**  
**UK Branch,**  
**Floor 4, 20 Fenchurch Street,**  
**London, EC3M 3BY, UK**  
**[SiriusLondon.Complaints@Siriusgroup.com](mailto:SiriusLondon.Complaints@Siriusgroup.com)**

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further.

### Beyond your insurer

Should you remain dissatisfied following the final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below.

**The Financial Ombudsman Service,**  
**Exchange Tower,**  
**Harbour Exchange Square,**  
**London, E14 9SR, UK**  
**Tel: 0800 023 4567 - UK landline**  
**Tel: 0300 123 9123 - UK mobile**

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

### Our promise to you

We will;

- acknowledge all complaints promptly.
- investigate quickly and thoroughly.
- keep you informed of progress.
- do everything possible to resolve your complaint.
- use the information from complaints to continuously improve our service.

## Activities - Cover options

**Please note** any involvement in the following sports and/or activities is subject to your compliance with local laws and regulations and the use of recommended safety equipment (such as a helmet, harness, knee and/or elbow pads).

Please note the policy terms and conditions will still apply in all other respects.

**Please also refer to the general exclusions and conditions.**

### Leisure

**This policy automatically covers you to undertake the activities listed below on an amateur basis (subject to payment of the appropriate Wintersports premium for those activities marked as W/S below).**

Abseiling;  
Aerobics;  
Angling;  
Archery;  
Athletics;  
Badminton;  
Ballooning;  
Banana boating;  
Baseball;  
Basketball;  
Biathlon;  
Big foot skiing (W/S);  
Black water rafting;  
Boating (any craft less than 10 metres long, inside 12 mile limit);  
Boardsailing;  
Bowls;

Bowling;  
Bungee jumping (maximum 3 jumps);  
Camel riding;  
Canoeing (grades 1-3);  
Clay pigeon shooting;  
Climbing (indoor only);  
Cricket;  
Croquet;  
Cross country skiing (W/S);  
Curling;  
Cycling (recreational, not BMX, competition or stunting);  
Dance;  
Deep sea fishing (recreational inside 12 mile limit);  
Dinghy sailing (inside 12 mile limit);  
Diving (recreational);  
Dog sledging;  
Dry slope skiing;  
Elephant trekking;  
Fell running;  
Fell walking;  
Fencing;  
Fishing (angling);  
Flying (in light aircraft as a passenger, not piloting);  
Football (recreational or incidental soccer);  
Glacier walking (under 2000m, W/S);  
Gliding (as a passenger, not piloting);  
Go karting below 250cc;  
Golf;  
Handball;  
Hiking/trekking below 4000m;  
Hill walking;  
Hockey;  
Horse riding (NOT competitions, racing, jumping & hunting);  
Hot air ballooning (as a passenger only);  
Ice skating (on rink, recreational only);  
Indoor climbing (on climbing wall only);  
Jet skiing;  
Kayaking (grades 1-3 rivers/sea);  
Kite buggying (single seat);  
Kite flying (traction);  
Kite surfing (over water);  
Lacrosse;  
Mono-skiing (W/S);  
Motorcycling (on road, provided you hold an appropriate full licence and are wearing a helmet. Max 31 consecutive days in respect of touring trips);  
Mountain biking (not competition or downhill);  
Netball;  
Off-piste skiing (providing local safety guidelines and warnings are observed, W/S);  
Orienteering;  
Paintballing;  
Parascending (towed by boat);  
Pistol shooting;  
Pony trekking;  
Racquet ball;  
Rafting (grades 1-3);  
Rambling;  
Rifle range shooting;  
Roller blading;  
Roller skating;  
Rounders;  
Rowing;  
Safari (organised trips only);  
Sail boarding (inside 12 mile limit);  
Sailing yachts (longer than 10 metres, within 60 miles of a safe haven);  
Scuba diving (maximum depth 30m);  
Skateboarding (recreational);  
Skiing (W/S);  
Sledging (W/S);  
Sleigh riding (pulled by reindeer, horses or dogs);  
Snooker;  
Snorkelling;  
Snowboarding (W/S);  
Snowmobiling (W/S);  
Softball;  
Squash;  
Surfing;  
Table tennis;  
Tai chi (non-contact);  
Ten pin bowling;  
Tennis;  
Tobogganing (W/S);  
Trampolineing (recreational);  
Volleyball;  
Water polo;  
Water skiing;  
Water tubing;  
White water canoeing/rafting (up to grade 3 rivers only);  
Windsurfing (inside 12 mile limit);  
Yachting (longer than 10 metres, within 60 miles of a safe haven);  
Zip wiring;

## Special conditions and exclusions applicable to Action and Action Plus activities.

**Please note** whilst participating in any of the activities listed under Action or Action Plus, the following will apply:

- a. no cover will be provided under section 4 - Personal accident.
- b. no cover will be provided under section 10 - Personal liability.
- c. the policy excess under section 2 - Emergency medical expenses will be increased to £/€200 per person per claim and any excess waiver will not apply.
- d. any involvement in these sports and/or activities is subject to your compliance with local laws and regulations and the use of recommended safety equipment (such as a helmet, harness, knee and/or elbow pads).

Please note the policy terms and conditions will still apply in all other respects.

**Please also refer to the general exclusions and conditions.**

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### Action (not applicable to Longstay policies, unless declared to us and confirmed in writing)

In addition to the activities listed above, the following activities will also be covered on an amateur basis and are subject to a 50% premium load (payment of the appropriate Wintersports premium must also be made for those activities marked as W/S below).

Bungee jumping (more than 3 jumps);  
Canoeing (grade 4 and over);  
Cycling (including event training);  
Flying (piloting of light aircraft as PPL holder);  
Football (amateur competition/tour);  
Glacier walking (2000-4000m, W/S);  
Gliding (as pilot with necessary licence);  
Gymnastics;  
Kayaking (grade 4 and over);  
Marathon running (not exceeding Olympic distance);  
Rafting (grade 4 and over);  
Scuba diving (maximum depth 40m);  
Skateboarding (demonstration or competitive);  
White water canoeing/rafting (grade 4 and over);

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### Action Plus (not applicable to Longstay policies, unless declared to us and confirmed in writing)

In addition to the activities listed above, the following activities will also be covered on an amateur basis and are subject to a 100% premium load (payment of the appropriate Wintersports premium must also be made for those activities marked as W/S below).

American football;  
Bouldering (with crash pad, maximum height 7m);  
Canyoning;  
Cat skiing (with a qualified local guide, W/S);  
Cycling (including competition but not BMX or stunting);  
Flying (piloting of light aircraft under instruction);  
Gaelic football;  
Gliding (as pilot under instruction);  
Heli skiing (with a qualified local guide, W/S);  
Horse riding (including jumping but not racing/hunting);  
Hurling;  
Ice hockey (W/S);  
Judo (training only);  
Karate (training only);  
Kendo (training only);  
Kick boxing (training only);  
Martial arts (training only, excluding mixed martial arts);  
Polo (elephant or horse);  
Roller hockey;  
Rugby union & league;  
Sailing (more than 60 miles from a safe haven);  
Triathlon (not exceeding Olympic distance);

#### W/S = Wintersports

If the activity in which you are participating is not listed or you need to pay an additional premium for those activities listed in Action and Action Plus, please contact your issuing agent with full details or Online Travel Insurance Services Ltd on 0330 880 5049.

## Manual work notes

Please refer to the definition of manual work for what is considered to be manual work.

The exclusion of manual work does not apply to work that is:

- i. purely managerial /supervisory, sales or administrative capacity;
- ii. bar, restaurant and catering trade staff, musicians and singer;
- iii. fruit pickers (who do not use heavy machinery), casual light work, light agricultural work; supervised conservation work, voluntary charity work labour where there is no financial gain; in such circumstances there will be no cover for hands-on involvement with the installation, assembly, maintenance, repair or use of electrical, mechanical or hydraulic plant, heavy power tools and industrial machinery, or work above two storeys or 3 metres above ground level (whichever is the lower).
- iv. supervised animal sanctuary work but no cover can be provided in relation to any interaction with dangerous wild animals such as lions, tigers or big cats of any kind.

In relation to iii. and iv. above personal accident and personal liability cover due to your participation in the work activity is excluded and in the event of an injury the excess under section 2 - emergency medical expenses will be increased to £/€200 and an excess waiver will not delete this increased excess.