



# Travel Insurance Policy Wording 2022/23

Valid for issue no later than 30th June 2023

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## INTRODUCTION

### **For Residents of Gibraltar Only**

Thank **you** for purchasing **your** Travel Insurance Policy. This Policy wording, including any **Policy documentation** issued by Ibex Insurance Services Limited for residents of Gibraltar, forms a contract of insurance between the Underwriters, Starr International (Europe) Limited, and those people specified on **your Policy documentation**.

This contract is only valid when **you** have valid **Policy documentation** and have paid the appropriate premium.

This insurance is arranged by Ibex Insurance Services Limited and all sections are underwritten by Starr International (Europe) Limited, registered office address 30 Fenchurch Avenue, London, EC3M 5AD, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

**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 +44 (0) 800 111 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,  
PO Box 300,  
Mitcheldean,  
GU17 1DY, UK  
Tel: +44 (0) 800 678 1100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)**

### **For Residents of Spain and Portugal Only**

Thank **you** for purchasing **your** Travel Insurance Policy. This Policy wording, including any **Policy documentation** issued by Ibex Portugal – Corretora De Seguros, Unipessoal, LDA (“Ibex Portugal”) for residents of Spain and Portugal, forms a contract of insurance between the Underwriters, Starr Europe Insurance Limited, and those people specified on **your Policy documentation**.

This contract is only valid when **you** have valid **Policy documentation** and have paid the appropriate premium.

This insurance is arranged by Ibex Portugal – Corretora De Seguros, Unipessoal, LDA (for residents of Spain and Portugal) and all sections are underwritten by Starr Europe Insurance Limited, an insurance company registered in Malta with Company Registration number C 85380 and registered office at Dragonara Business Centre 5th Floor, Dragonara Road, St Julians, STJ 3141, Malta and authorised and regulated by the Malta Financial Services Authority (MFSA).

**You** can check these details on the Malta Financial Services Register by visiting the MFSA's website on [www.mfsa.mt/financial-services-register/](http://www.mfsa.mt/financial-services-register/) or by contacting them on +356 2144 1155.

### **PROTECTION AND COMPENSATION FUND**

The Malta Protection and Compensation Fund is a special fund which was established in terms of the Protection and Compensation Fund Regulations, 2003. The aims of the fund are:

- (i) to pay for any claims against an insurer which have remained unpaid because the insurer became insolvent. These claims must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and
- (ii) to compensate victims of road traffic accidents in certain specified circumstances.

Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract. **You** may be entitled to compensation from the fund if **we** are unable to meet **our** obligations to **you** under this contract. If **you** are entitled to compensation under the fund, the level and extent of the compensation would depend on the nature of this contract. Further information can be obtained from:

**The Malta Protection and Compensation Fund,  
Malta Financial Services Authority,  
Triq I-Imdina, Zone 1,  
Central Business District, Birkirkara,  
CBD1010, Malta  
Tel: +356 2144 1155  
Website [www.mfsa.mt](http://www.mfsa.mt)**

## 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 **your** Policy Documents 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 Ibex, either direct or via **your** intermediary, to activate this right, and any premium already paid will be refunded to **you** subject to point ii) below;

- i) If **you** wish to cancel **your** Policy after the 14 day “cooling off period”:

For Single **Trip** Policies: No refund is available.

For Annual Multi **Trip** Policies: A refund of premium will be subject to a deduction for the amount of time **You** have been covered. Subject to point ii) below, this will be calculated in accordance with the following scale:

Policy Period in Force	Annual Premium Refundable
One month or less	75%
Two months	62.5%
Three months	50%
Four Months	37.5%
Five months	32.5%
Six months	25%
Seven months	20%
Eight months	10%
Nine or more months	Nil

- ii) Any applicable refund is provided subject to **you** having not travelled, no claim has been made or is intended to be made and no incident likely to result in a claim has occurred and the Policy has not expired.

**We** reserve the right to deduct from the rebate of premium the necessary costs incurred in processing the original sale and cancellation. Renewal of the insurance Policy shall be at **our** sole option and discretion. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document for a valid reason by sending 14 days notice to **you** at **your** last known address.

Valid reasons for **us** cancelling **your** policy may include but are not limited to:

- where **you** are required in accordance with the terms of this policy, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your** policy;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing travel insurance;
- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff, suppliers or intermediaries;
- where **we** reasonably suspect fraud;
- where **you** have not paid **your** premium or any additional premium due to **Us** despite **our** reasonable attempts to make arrangements to collect this from **you**; or
- where there is a material failure by **you** to
  - exercise the duty of care regarding **your** safety or property,
  - to declare **your** pre-existing medical conditions.

## PAYMENT FOR MEDICAL TREATMENT ABROAD

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

## POLICY EXCESS

The Policy **excess** will be deducted in the event of a claim under certain sections of the Policy. The **excess** will be charged per insured person per Policy section, for each incident that results in a claim. If **you** have selected the Double **Excess** option and this is shown on **your Policy documentation**, then all **excess** values are doubled.

## IMPORTANT FEATURES

We would like to draw **your** attention to some important features of **your** insurance. Please read the following, which should assist **you** in achieving a trouble-free and enjoyable **trip**. If **you** have any query whatsoever please contact **your** intermediary or the Ibex Customer Services staff, who will be happy to assist.

Tel: + 35020077822

- 1. You** should carefully read the terms and conditions stated in **your Policy documentation**. 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. Contact either **your** intermediary or the Ibex Customer Services staff if the cover provided is inadequate for **your** needs or if **you** have questions about this insurance Policy.
- 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. COVID-19** This insurance also covers medical expenses necessarily incurred by **You** for treatment of **COVID-19**, or symptoms thereof, subject to the terms and conditions of the Policy. For the avoidance of doubt, **COVID-19** coverage is only applicable to Section 1.2 Cancellation Cover as a Result of **COVID-19**, Section 3 Emergency Medical Expenses & Repatriation and Section 4 Additional Hospital; and to no other section of this Policy.
- 5.** 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.
- 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.
- 7. You** have an obligation to notify **us** as soon as possible at any time during the **period of insurance** of any changes in **your** circumstances (medical or otherwise) prior to travel and each time **you** make arrangements to travel, which may pose an increased risk to **us**, 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.
- 8.** If **you** wish to apply to have **your** Policy extended prior to travel to cover any medical conditions, contact **us**. ('See MEDICAL HEALTH REQUIREMENTS').
- 9.** Limits of Cover 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. Ensure the limits (including single item limits) of the Policy are sufficient to cover the items **you** intend to take with **you** including **money** and **valuables**.
- 10.** 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.
- 11.** 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. If **you** intend to participate in Sports or Activities, refer to the "Sports & Activities" Section to check if **your** sport or activity is covered a standard, or may be covered upon acceptance by **us** and **your** payment of an additional premium, and **you** must ensure this is detailed on **your** schedule.
- 12. You** will not be covered if **you** ride on a motorcycle over 125cc, or without a helmet, whilst **you** are away.
- 13. You** will not be covered for watches or jewellery, unless **your** claim is as a result of a mugging or any form of physical violence to **you**.
- 14.** Ensure all passports and visas are valid.
- 15. You** will not be covered if **you** choose to travel to a specific area or event to which the Travel Advice Unit of the UK Foreign, Commonwealth and Development Office. [www.fco.gov.uk](http://www.fco.gov.uk) - Tel +44 (0)845 850 28 29 (or the equivalent EEA Authority for the country in which **You** are ordinarily reside) or the World Health Organisation ([www.who.int](http://www.who.int)) has advised the public not to travel.
- 16.** Obtain all appropriate vaccinations and travel advice from **your** local GP or travel clinic. Online travel health advice, can be found on: [www.fitfortavel.nhs.uk](http://www.fitfortavel.nhs.uk).
- 17.** If **you** are travelling to a country in the European Union, **you** should arrange to have an EHIC (European Health Insurance Card) issued and carry this with **you** when **you** travel (if used in the event of a claim, an **excess** waiver would apply).
- 18. We** strongly recommend **you** take **your Policy documentation** with **you** when **you** travel (or bring a copy on **your laptop** or tablet).
- 19.** Allow sufficient time for **your** journey from **home** to **your** departure point in order to meet the specified check-in time.
- 20.** Alcohol Claims **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.
- 21.** Fraudulent Claims It is a criminal offence to make a fraudulent claim.
- 22. You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
  - supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the Policy.
  - to make sure that all information supplied as part of **your** application for cover is true and correct.
  - tell **us** of any changes to the answers **you** have given as soon as possible.**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** Policy. If any information **you** provide is not complete and accurate, this may mean **your** Policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.
- 23.** 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".

## ELIGIBILITY CRITERIA

1. This Policy is only available if **you** are permanently resident in either Gibraltar, Portugal, or Spain.
2. By purchasing this Policy, **you** have confirmed **you** understand that all claims, complaints and sales will be handled using the English Language.
3. **You** and **your** travelling companions named on this Policy meet the age limits for cover:  
Aged 79 or under for Annual Multi **Trip** policies; or  
Aged 79 or under for Single **Trip** policies  
70 in respect of **Winter Sports**.  
For Annual Multi **Trip** policies the age limit applies at the start date of **your** Policy. For Single **Trip** Policies the age limit applies on the day **you** first travel.
4. **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 refer to the to the “SPORTS & ACTIVITIES” Section and check that this insurance covers **you**, or ask **us**.
5. If **you** have any pre-existing medical conditions, **you** must declare these fully to **us** during the application process as part of the medical screening process.

## TERRITORIAL LIMITS

**You** are covered for trips to countries within the following areas provided that **you** have paid the appropriate premium, as shown on **your Policy documentation** issued by **Us**;

**Area 1: Europe:** Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Egypt, Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Ireland, Italy (including Aeolian Islands, Sardinia & Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway (including Jan Mayen, Svalbard Islands), Poland, Portugal (including Azores & Madeira), Romania, Russia (West of Urals), San Marino, Serbia (including Kosovo), Slovakia, Slovenia, Spain (including Balearic and Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom (including Great Britain, Northern Ireland and the Isle of Man) and Vatican City.

**Area 2: Worldwide excluding USA, Canada & the Caribbean.**

**Area 3: Worldwide including USA, Canada & the Caribbean.**

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

## SCHEDULE OF BENEFITS

Provided **you** have paid the appropriate premium as shown on **your Policy documentation**, **you** are covered in accordance with the full Policy wording shown herein up to the limits and sub-limits applicable to **your** selected **Level of Cover** within the geographical area of cover, as shown on **your Policy documentation**. The currency in which **you** pay **your** premium, being either €Euros or £GBP, determines the currency that applies to **your** Policy for the purposes of the benefit limits and excesses.

Cover Per Person / Per Section / Per Trip Level of Cover →		Standard		Super		Super Plus	
Section		Limits €/£	Excess €/£	Limits €/£	Excess €/£	Limits €/£	Excess €/£
1.1	<b>Cancellation</b>	2,000	70*	5,000	70*	10,000	70*
	Pre-Booked Excursion Limit	250		250		250	
1.2	<b>Cancellation Cover as a result of COVID-19</b>	2,000	70*	5,000	70*	10,000	70*
2	<b>Curtailment</b>	2,000	70	5,000	70	5,000	70
3	<b>Emergency Medical Expenses &amp; Repatriation</b>	5,000,000	70	10,000,000	70	10,000,000	70
	Emergency Dental Treatment	280		280		280	
	Additional Travel & Accommodation Expenses in respect of COVID-19	2,000		2,000		2,000	
	Funeral Expenses & Repatriation of Remains	5,000		5,000		5,000	
4	<b>Additional Hospital Benefit - Up to</b>	1,000	Nil	2,000	Nil	2,000	Nil
	Per 24 hours	25		25		25	
5	<b>Travel Delay &amp; Abandonment</b>						
	Travel Delay - Up to	140	Nil	300	Nil	300	Nil
	Per 12 hours	28		30		30	
	Abandonment (after 24h travel delay)	2,000	70	5,000	70	5,000	70
6	<b>Personal Accident</b>						
	Accidental Death	5,000	Nil	10,000	Nil	15,000	Nil
	Accidental Death (Under 16)	1,500		1,500		1,500	
	Permanent Disability	15,000		25,000		35,000	
Loss of Limb(s) or Loss of Sight	7,000	14,000		14,000			
7	<b>Missed Departure</b> (Including missed UK or internal departure connection & assistance)	400	70	1,000	70	1,000	70
8	<b>Baggage &amp; Personal Effects</b>						
	Lost, Stolen or Damaged Items	750	70	2,000	70	3,500	70
	Maximum payment for:						
	One Article, Pair, Set or Collection	70	350	350			
	Total All Valuables	<b>Not Covered</b>		250	250		
	Spectacles or Sunglasses	70	70	70			
	Loss, Stolen or Damaged on a Beach	100	70	100			
	Delayed Baggage	35	Nil	100	Nil	100	Nil
9	<b>Personal Money</b>	<b>Not Covered</b>		500	70	500	70
	Cash Limit	<b>Not Covered</b>		150	28	150	28
	Loss or Stolen on a Beach	<b>Not Covered</b>		100	70	100	70
10	<b>Loss of Passport &amp; Travel Documents</b>	210	70	500	70	500	70
11	<b>Hijack &amp; Mugging – Up to</b>	1,400	Nil	7,000	Nil	7,000	Nil
	Per 24 hours	70		280		280	
12	<b>Personal Liability</b>	2,000,000	140	2,000,000	140	2,000,000	140
13	<b>Legal Expenses</b>	10,000	280	25,000	280	25,000	280
14	<b>Pet Care Expenses – Up to</b>	<b>Not Covered</b>		250	Nil	250	Nil
	Per day	<b>Not Covered</b>		50		50	

\*28 - Excess for loss of deposit claims

## Policy Options Schedule of Benefits

While this Policy covers **you** as standard for leisure, business trips, **cruise** trips and various sports and activities as listed, there are a range of optional extended benefits available to **you** upon payment of an additional premium, per option. Each cover will only apply if **you** have paid the additional premium, per option, and each selected option is shown on **your** certificate.

Cover Per Person / Per Section / Per Trip Level of Cover →		Standard		Super		Super Plus	
Section		Limits €/£	Excess €/£	Limits €/£	Excess €/£	Limits €/£	Excess €/£
15	<b>Business Plus Cover</b>		70		70		70
	Replacement Business Colleague (cancellation/curtailment)	1,400		2,800		2,800	
	Business Equipment, Laptops, Documents & Samples	700		1,400		1,400	
	Single Item Limit	400		500		500	
	Replacement Business Documents & Samples	420		720		720	
	Business Money	500		1,000		1,000	
	Cash Limit	250		500		500	
16	<b>Golf Cover</b>		70		70		70
	Golf Equipment	2,100		3,500		3,500	
	Green/Club Fees	280		560		560	
	Golf Hire	140		210		210	
	Hole-in-one	70		140		140	
17	<b>Winter Sports Cover</b>						
	Piste Closure & Avalance Delay – Up to	280	Nil	560	Nil	560	Nil
	Per day	28		28		28	
	Winter Sports Hire – Up to	280	70	560	70	560	70
	Per day	28		28		28	
	Winter Sports Pack – Up to	210	70	420	70	420	70
	Per day	21		21		21	
	Winter Sports Equipment		70		70		70
Owned	420		700		700		
Hired	210		420		420		
18	<b>Cruise Plus Cover</b>						
	Missed Cruise Departure	300	70	300	70	300	70
	Cabin/Stateroom Confinement	300	Nil	300	Nil	300	Nil
	Per day	50		50		50	
	Unused Pre-Booked Excursions	300	70	300	70	300	70
	Missed Port Itinerary Change Benefit	300	Nil	300	Nil	300	Nil
	Per day	50		50		50	
Cruise Connection	1,500	70	1,500	70	1,500	70	
19	<b>Sports Equipment &amp; Cycle Cover</b>				70		70
	Owned or Hired Sports & Cycle Equipment			1,500		1,500	
	Single Article Limit			500		500	
	Hire or Replacement Equipment			400	Nil	400	Nil
	PER DAY			20		20	
20	<b>Enhanced Missed Departure &amp; Travel Disruption</b>						
	Missed Connection	1,000	70	1,000	70	1,000	70
	Substitute Accommodation	3,000	70	3,000	70	3,000	70
	Enforced Stay	1,500	70	1,500	70	1,500	70



21	<b>Gadget Cover</b>	Not Covered		70 (100 for Loss Claims)		70 (100 for Loss Claims)
	Number of Gadgets (per person)		5		5	
	Overall Limit		2,000		2,000	
	Maximum per Item		750		750	
	Screen Repair – Maximum Payable					
	Non-iPhone		100		100	
	iPhone		200		200	
	Samsung Curved Screen		400		400	
	Unauthorised Usage Costs		500		500	
	Per Incident		100		100	

Excess Option	
Double Excess	Doubles All Excesses on the Policy

## DEFINITIONS

Whenever the following words appear in this Policy they will always have these meanings:

**Accident:** A **bodily injury** that occurs as a direct result of a sudden unintentional, unforeseen and unexpected action caused by an external, visible means occurring solely and directly and independently of any other cause which occurs at an identifiable time and place on a **trip** during **your period of insurance**.

**Additional Sports Equipment:** Items taken on a **trip** used exclusively for a sport or activity declared to **us** and shown on **your Policy documentation**.

**Adverse Weather:** Weather of such severity that; the police, or other appropriate authority, warn by means of public communications networks including, but not limited to, popular websites, television or radio against all but essential travel and/or; it causes major disruption to transport services i.e. rail, road or bus which is reported in the media. This does not include volcanic ash clouds due to volcanic eruptions.

**Assistance Service:** The emergency medical assistance company named in the **Policy documentation**.

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

**Business Documents and Samples:** Any documents and samples which are vital to the carrying out of business used for the sole purpose of **your business trip**.

**Business Equipment:** Any equipment, as declared to **us** and used for the sole purpose of **your business trip**.

**Close Business Associate:** Any person that **you** work closely with whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business and necessitates the cancellation or **curtailment** of the **trip** as certified by a director of the business.

**Common Law Partner:** A person living with another person as husband or wife (including same sex partner) at the same address for at least six consecutive months prior to the date of application.

**Complications of Pregnancy:** Shall only be deemed to include the following: toxemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Computers:** **Laptop**, tablets, portable **computers**, iPads, notebooks and computer equipment.

**COVID-19:** Coronavirus disease including Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) including any related and/or similar conditions howsoever caused or any mutation of these.

**Country of Residence:** Gibraltar, Spain or Portugal, as stated on **your Policy documentation**, being the country where **you** reside for the majority of the year and from where the trips begin and end.

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

**Cruise/Cruising:** Living or traveling on a **cruise** ship for any period of time.

**Curtail/ Curtailment:** means cutting **your** planned **trip** short by early return to **your country of residence** 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.

**Documents:** Travel tickets, passports and driving licence held by **you** for social, domestic and/or pleasure purposes.

**Excess:** An amount deducted per insured person, per Policy section, for each incident that results in a claim.

**Family:** Any person that is related to **you** by blood or marriage.

**Golf Equipment:** Golf clubs, golf balls, golf bag, golf trolley, golf shoes and water proof clothing.

**Home:** **Your** residential address in **your country of residence** within Gibraltar, Spain or Portugal.

**Immediate Relative:** Mother, father, sister, brother, wife, husband, fiancé(e), common-law partner/civil partner, co-habiting partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in law, sister-in-law, brother-in law, step-parent, step-child, step-brother or step-sister, or legal guardian.

**Infectious or contagious disease:** Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**Illness:** 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**.

**Isolation period:** the period of days **you** are required to self-isolate by the relevant government authority of the country of **your trip**.

**Laptop:** a portable or notebook computer (that is not an iPad or tablet computer), that is battery and AC-powered, which is small enough to rest on the user's lap and having a screen that closes or is secured over the keyboard like a lid.

**Level of Cover:** The applicable sections of cover and the respective limits identified within the present **Schedule of Benefits** chosen by **you** under this insurance Policy as indicated on **your** Policy documents. The Levels of Cover available are 'Standard', 'Super' and 'Super Plus'.

**Manual Work:** Work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include:

- i. Purely managerial /supervisory, sales or administrative capacity;
- ii. Bar, restaurant and catering trade staff, musicians and singers;
- iii. Fruit pickers (who do not use 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.

Note: Personal Accident cover due to **your** participation in the work activity in relation to iii. and iv. is excluded. Personal Liability cover due to **your** participation in any work activity is excluded and in the event of an injury the **excess** under Section 2 - Emergency Medical Expenses & Repatriation will be increased to €/**£**200.

**Medical Condition:** Any **medical condition(s)** where **you:**

- A: in the past 24 months (prior to the date **your** Policy is issued, the date **you** extended the original **Period of Insurance**, or the date **your trip** is booked - whichever is later)
- have had or are waiting for any consultations, investigations or follow ups;
  - are having or have had advice, medication or treatment (routine or otherwise including special diets);
  - have been on a waiting list or knew **you** needed surgery, in-patient treatment or tests at a hospital or clinic at the date **you** bought the policy or the booking date of **your trip**,

This includes long standing conditions, surgery (including any elective procedures), as well as injuries that may be exacerbated by the activity/**trip you** propose to undertake; and/or

- B: have ever been diagnosed with or treated for any of the following:
- Any heart or Circulatory condition
  - A stroke, TIA or high blood pressure
  - A breathing condition (Inc. Asthma)
  - Any type of Cancer

**Medical Practitioner:** A registered practising member of the medical profession who is not related to **you** or to any person with whom **you** are travelling or intending to stay with.

**Money:** Any legal currency including traveller's cheques.

**Outward journey:** The departure/sea crossing/coach/train departure from **your country of residence** to **your** final destination, which may include several connections.

**Period of Insurance:** The **period of insurance** is specified on **your Policy documentation**. If **your** return is unavoidably delayed for an insured reason, cover will be extended for the period of the delay. If the period of travel exceeds, or was intended to exceed, the **trip** limit specified on **your Policy documentation**, then no cover will apply in respect of the entire period of travel (including the insured period under the Policy).

- a) **Single Trip Policies:** The maximum duration per **trip** is 180

days. Section 1, Cancellation cover is effective from the time and date of issue of the **Policy documentation** and terminates on commencement of the planned **trip**. For all other sections, cover commences when **you** leave **your home** or business (whichever is the later) to commence the **trip** and terminates on whichever occurs first of the following:

1. The expiry of the **period of insurance**;
2. **Your** return **home** as planned, at the end of the **trip**;
3. **Your** first return **home** prior to the planned return at the end of the **trip**.

**Mid Trip Return Home:** If **you** have purchased a **Period of Insurance** of 90 days or more, **you** may return to **your country of residence** for short term visits of up to 14 days, as long as they are not subject to a claim and **you** are not travelling to receive treatment. Cover is temporarily suspended for the duration of these visits.

**Extending Your Single Trip Policy:** **You** may extend **your period of insurance** on an incremental continuous basis whilst **you** are on a **trip** upon notification to, and payment of additional premium, to **your** intermediary and written confirmation from Ibex Customer Services (after referral to **us**) provided that a claim does not exist and **your period of insurance** has not expired. In no event can the total duration of cover including any extensions exceed 180 days.

Contact Ibex Customer Services on Tel: +350 200 77 822, or purchase **your** new Policy prior to the expiry of **your** existing Policy and make sure **you** keep details of all **your** prior policies in the event of a claim.

**Gibraltar residents:** Trips will only be covered for travel outside of Gibraltar and must have pre- booked and pre-paid accommodation for 1 night or more.

**Spain or Portugal residents:** For trips within **your country of residence you** must have pre-booked and pre-paid accommodation for 1 night or more that is at least 80 Km away from **your home**.

- b) **Annual Multi-Trip Policies:** Cover for trips starting within the **Period of Insurance** and a maximum duration per **trip** of 31 days, (Or 45, 60 or 90\* (\*under Age 66 years only) days if **you** have paid the applicable additional premium and it is shown on **your** schedule) Section 1, Cancellation cover for each **trip** is effective from either the start date on the **Policy documentation** or the time and date at which each **trip** is booked (whichever is the later), and terminates on whichever occurs first of the following:

1. The commencement of each **trip**, or
2. The expiry of the **period of insurance**.

For all other sections, cover commences when **you** leave **your home** or business (whichever is the later) to commence each **trip** and terminates on whichever occurs first of the following:

1. The expiry of the **period of insurance**;
2. **Your** return **home** as planned, at the end of each **trip**;
3. **Your** first return to **your country of residence** prior to the planned return at the end of each **trip**;
4. **Your** period of travel exceeding the **trip** limit specified in **your Policy Documentation**.

**Gibraltar residents:** Trips will only be covered for travel outside of Gibraltar and must have **pre-booked accommodation** for 1 night or more.

**Spain or Portugal residents:** For trips within **your country of residence you** must have pre-booked and pre-paid accommodation for 1 night or more that is at least 80 Km away from **your home**.

- c) **One-way trips only:** The **period of insurance** will cease upon whichever occurs first of the following:
1. The expiry of the **period of insurance**, or
  2. 48 hours from when **you** first leave immigration control in the country of **your** final ticketed and declared destination.

**Personal Baggage:** **Your** suitcases (or similar luggage carriers) and contents usually taken on a **trip**, together with articles worn or carried by **you** for **your** individual use during **your trip**. Excludes **money** as covered under Section 9.

**Policy Documentation:** This will include the certificate of insurance, Policy schedule, wording, summary, medical screening documentation (if applicable) and any other associated confirmation agreed in writing by **us** and 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, 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**.

**Pre-Booked Accommodation:** A hotel, hostel, bed and breakfast, rented holiday **home**, camping or caravan site, for which an invoice, bill, receipt or voucher can be produced.

**Public Transport:** The following regular scheduled forms of transport: train, coach, taxi, bus, aircraft and sea vessel, on which **you** are a fare paying passenger.

**Replacement Business Colleague:** A person working for the same company and in the same office as **you** and nominated in order to continue the proper functioning of **your trip**.

**Return Journey:** The return flight/ sea crossing / coach / train departure from **your** final accommodation to commence the **return journey to your country of residence**, which may include several connections until reaching **your country of residence**.

**Sailing/Boating:** Within 12 nautical miles/22.2Km of the shoreline (considered Inshore/Territorial waters) and inland.

**Schedule of Benefits:** The Schedules of Benefits as shown on pages 7-8 that summarises the benefits, coverage, limits and excesses applicable to each **Level of Cover**, all of which are subject to the full terms of this Policy wording and any applicable endorsements issued by **us** and attached to **your Policy documentation**.

**Specialist Clinic:** a facility to which **you** have been referred by a **Medical Practitioner** that is staffed by healthcare professionals with a high degree of knowledge, skill, and competence in a specific area of medicine, surgery or nursing.

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

**Travelling companion:** The person with whom **you** have booked or arranged to travel on the planned **trip**. In the case of a tour, **travelling companion** shall mean the person(s) shown on **your** booking form.

**Terrorism:** 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.

**Trip:** Any holiday (including **cruise** holiday), leisure or business **trip** within the geographical region shown on **your Policy**

**documentation** which begins and ends in **your country of residence** (unless a One Way Trip) for which **you** have paid the appropriate premium.

**Unattended:** Where **you** are not in full view of **your** property and are not in a position to prevent loss, theft or damage occurring.

**Utilisation of nuclear, chemical or biological weapons of mass destruction:** 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:** Personal jewellery, watches, precious stones, audio, video and electronic equipment of any kind, camcorders and accessories, all photographic/ digital/ optical/ audio/ video media, iPods/ MP3/4 players, e-book readers, or similar (only used to store or stream digital video and audio) and electronic games, telescopes, binoculars and furs.

**We/Us/Our:**

The insurers:

**For Residents of Gibraltar:** Starr International (Europe) Limited, or

**For Residents of Spain and Portugal:** Starr Europe Insurance Limited

**We** are solely obligated and liable for all covers and benefits provided under the terms of this Policy wording, certificate and any endorsements.

**Winter Sports:** Means cross country skiing (Nordic skiing), big foot skiing, glacier skiing, glacier walking (under 2000m), recreational racing, snowmobiling, tobogganing on snow, mono-skiing, off-piste skiing or snow-boarding when **you** are skiing with the guidance of a local or within the ski area boundaries of a recognised ski resort and following ski patrol guidelines, on-piste skiing, on-piste snow-boarding, snow blading & snow sledging, sledging, all provided local safety guidelines and warnings are observed.

**Winter Sports Equipment:** Skis, (including bindings), ski and snowboard boots, ski poles and snowboards.

**You/Your:** Each insured person for whom the premium has been paid, is shown on **your Policy documentation** and who meets the "Eligibility Criteria" stated on page 6. Each person is separately insured.

## MEDICAL HEALTH REQUIREMENTS

We will not pay for any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to **us**, agreed by **us** on **your Policy documentation** and an additional premium paid if required.

**You** must notify **us** immediately should **you** become aware of any change regarding **your** health between taking out this insurance and the start of **your trip** i.e. if **you** develop a new **medical condition**; this includes any condition under investigation or review where a diagnosis has not been received, or if an existing condition deteriorates. Please call **your** intermediary or Ibex Customer Services Tel: +350 200 77 822

We will not pay additional costs incurred following any change in **medical condition**, unless this has been declared to and accepted by **us** in writing. (This means that if **you** make further payments e.g. book another **trip** or pay the final balance of a **trip** previously booked, or if there is an increase in the cancellation charges due to **you** not contacting **us** immediately, **we** are not liable for these additional costs).

We will notify **you** in writing of any amendments to **your** Policy conditions and advise **you** of any additional premium that may be required. In certain cases, **we** may be unable to offer cover.

We cannot extend cover for claims relating to **your travelling companion**, an **immediate relative** or **close business associate** or a person with whom **you** have arranged to stay. Please refer to Section 1 Cancellation and Section 2 **Curtailement** for full terms and conditions.

## SPORTS & ACTIVITIES SECTION

**You** are covered to participate in the following sports and activities (provided **you** are not participating on a professional basis) and subject to **your** compliance with local laws and regulations and the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads).

### Please Note:

- i. **\*\*No cover is available for Scuba Diving in Cyprus.**
- ii. Please note the Policy terms and conditions will still apply in all other respects.

abseiling (excluding Personal Accident cover), aerobics, angling, archery\*, athletics\*(not including marathon running), badminton, ballooning, banana **boating**, baseball\*, basketball, bat and ball, biathlon, billiards, beach games, black water rafting, **boating** (any craft less than 10 meters long, inside 12 mile limit), boardsailing (within territorial waters/inland), body boarding, bowling, bowls, boxing training (no contact), bungee jumping (maximum 3 jumps), camel riding\*, canal **boating\*** (inland only), canoeing (grades 1-3), catamaran **sailing\*** within territorial waters/inland (no racing) (crafts less than 10 m), cattle drive\*, clay pigeon shooting, climbing (indoor only / climbing wall), cricket\*, croquet, cross country running\*\*\*, crown green bowling, curling, cycling (recreational, non-touring, not BMX, competition or stunting)\*, cyclo-cross (non touring)\*, dancing, darts, deer stalking\*, deep sea fishing (recreational inside 12 mile limit), dinghy racing/**sailing** (inside 12 mile limit), diving (recreational), dog sledding, elephant ride/trekking, fell running/walking, fishing (angling), flag American football, flying (in light aircraft, not piloting) football (recreational or incidental), Gaelic football, gliding (as a passenger, not piloting), go-karting (below 250cc), golf, grey hounds racing, glass bottom boat, gym, hand ball, helicopter ride (passenger), hiking/trekking (below 4000m), hill walking, hockey, horse/reindeer drawn sleigh, horse riding (excluding competitions/racing/jumping/hunting), horse/mule trekking, hot air ballooning (passenger), ice cricket\*, ice-skating\* (on rink, recreational only, excluding competitions),

jet skiing\*, kayaking (Up to grade 3 & Inland waters only), kayaking (grades 1-3 rivers/sea), kite surfing (over water)\*, lacrosse, light aircraft rides (passenger), martial arts training, motorcycling under 125cc\* (on road, as a means of transport only and wearing a helmet, must have appropriate license – max 31 days in respect of touring trips), netball, orienteering, paint balling\*, parasailing (towed by boat), pistol shooting, pony trekking, pool, power/speed **boating\*** (Passenger only – excluding Personal Accident cover), racquet ball, rafting (grades 1-3), rambling, rifle range shooting\*, ringos, roller blading/skating, rounders, rowing, rugby league\*, rugby union\*, **sailing/boating\*** within territorial waters/inland (no racing) (crafts less than 10 m), safari – vehicle/on foot (organised tour & excluding the use of firearms), sea fishing (coastal waters only, not deep sea), **\*\*scuba diving** (max. 15m depth), skateboarding (recreational), sledging, sleigh ride (pulled by reindeer, horses or dogs), snooker, snorkelling, snow-shoeing, soccer, softball, squash\*, surfing\*, swimming, swimming with dolphins, table tennis, tai chi (non-contact), sphereing, spinning, tennis, ten-pin bowling\*, tobogganing (summer), touch football, trampolining (recreational), trekking (under 4000m), tubing, tug-o-war, volleyball, wake boarding, walking, walking up Sydney Harbour Bridge, water polo, water-skiing, water tubing, white water canoeing/rafting (up to grade 3 rivers only), wheelchair basketball, windsurfing (on a lake)\*, whale watching, yoga, ziplining.

### 'ADVENTURE PACK' ACTIVITIES OPTION

*(THE SPORTS & ACTIVITIES SECTION LIST ABOVE IS EXTENDED TO INCLUDE THE FOLLOWING ACTIVITIES BELOW WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE)*

camel trekking, cycling (including event training), deep sea fishing, fencing\* (excluding Personal Accident cover), flying\* (piloting of light aircraft as PPL holder (excluding Personal Accident cover), football (amateur competition/tour), gliding (as pilot with necessary license), gymnastics, horse trekking (max 7 days – no polo, no competitions, no hunting or jumping), high diving, kayaking (grade 4 and over), kite buggying\*, kite landboarding\*, kite surfing/boarding\* (all kite activities exclude Personal Accident cover), marathon running (not exceeding Olympic distance), mountain biking (recreational only, not competition or downhill), rafting (grade 4 and over), **sailing/yachting\*** (Racing/Crewing) within territorial waters, for up to 14 days within the **period of insurance** (with professional skipper) [Subject to referral to Ibex Customer Services and agreement from **us**], sand yachting\* (excluding Personal Accident cover), scuba diving\*/\*\* (increased from 15 meters to 40 meters depth (qualified only, not diving alone, excluding Personal Accident cover).

### In respect of all activities listed above under Sports & Activities/Adventure Pack:

- \* No cover for Personal Liability.
- \*\* No cover for Scuba Diving in Cyprus
- \*\*\* Excluding Competitive events.

**You** are NOT covered for any other Sports and Activities, unless declared to and agreed by **us** on **your Policy documentation** and an additional premium paid if required.

**You** are NOT covered for search and rescue.

**You** are NOT covered for any sports and activities where **you** have not used the appropriate safety equipment and followed the organiser's guidelines.

If any activity in which **you** are participating is not listed or **you** need to pay an additional premium for those activities listed in the 'Adventure Pack' Activities Option. Please call Ibex Customer Services Tel: +350 200 77 822 prior to travel.

## TRAVELLING WHEN PREGNANT

Pregnancy is not a **medical condition**. **You** may decide to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including **cruise** liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book. Please make sure that **your Medical Practitioner** and midwife are aware of **your** travel plans, that there are no known complications and that **you** are not travelling against any medical advice. **We** have the right to request a medical certificate to confirm this.

**We** will only pay claims due to a complication of pregnancy.

## 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. It is a condition of this insurance that reasonable care must be taken to provide full and accurate information to **us** truthfully and to the best of **your** knowledge and contact **us**, as shown, if required. It is very important that the information given to **us** when buying a Policy, when completing a claim form and giving declarations to **us** is correct. If a Policy is purchased or a form or declaration is completed on **your** behalf, it is **your** responsibility to check that the answers given to all questions are true and complete. **You** are advised to keep copies of any correspondence **you** send to **us**. 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 Ibex Customer Services Tel: +350 200 77 822 as soon as possible about any change in circumstances which affects **your** Policy, including **you**, a person **you** are travelling with, a **close business associate** 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 Ibex Customer Services Tel: +350 200 77 822 if **your** plans for **your trip** include travel to areas affected or threatened by war or similar risks as set out in General Exclusion 2. **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 any governmental refund) 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 6 - 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 Section 2 **Curtailed** 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.

## GENERAL EXCLUSIONS

**You** are not covered for anything caused as a consequence of the following unless agreed in writing by **us**:

1. Any claim where the terms under 'MEDICAL HEALTH REQUIREMENTS' have not been followed;
2. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), 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.;
3. **You** are not covered for any direct or indirect consequence of **terrorism** as defined. **We** will, however, cover any loss or damage, caused by any act of **terrorism** provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion. Cover is provided under sections 3,4 and 6 of the policy caused by any act of **terrorism** provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion unless **you** planned to travel to areas that were publicly known to be affected or threatened by such risks.
4. Loss, damage, expense or indemnity incurred as a result of travelling to an area that the Foreign, Commonwealth and Development Office (or the equivalent EEA Authority for the country in which **You** are ordinarily reside) 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;
5. Loss, damage, expense or indemnity directly or indirectly resulting from or attributable to radioactive contamination of any nature;
6. **You** being exposed to the **utilisation of nuclear, chemical or biological weapons of mass destruction**;
7. Any claim which arises directly or indirectly from not being allowed to board a flight, train, sea vessel, coach or bus, for any reason whatsoever;
8. **You** travelling against the advice of a **Medical Practitioner**;
9. **You** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider;
10. Any claim which arises directly or indirectly from depression, stress, anxiety or mental disorder;
11. Suicide, attempted suicide, self-inflicted injury, excessive consumption of alcohol, use of drugs, alcohol or drug abuse, alcoholism, drug addiction, solvent abuse, or **your** deliberate exposure to unnecessary danger (except in an attempt to save human life);
12. **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;
13. Any claim which is as a result of **you** operating a moving vehicle after consumption of alcohol, intoxicating substances, narcotics or drugs (other than prescribed drugs taken in strict accordance as directed by a **Medical Practitioner** and not for the treatment of substance abuse). In respect of this exclusion a "vehicle" shall include motorised devices including but not limited to cars, motorcycles, mopeds, scooters, watercraft and aircraft and non-motorised bicycles and scooters.
14. Any claim which is as a result of **you** having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal;
15. Any claim arising from sexually transmitted diseases;
16. The crewing of a vessel (except for recreational use as described under the 'Sports & Activities' Section, for **sailing** and catamaran **sailing**) or taking part in expeditions;
17. **Your** participation or engagement in **Manual work**, professional sports, motor rallies and motor competitions;
18. Any claim arising as a result of **you** driving a motor vehicle, riding a motorcycle or mechanically assisted bicycle, unless **you** have an appropriate license, are insured under a motor insurance Policy, are following the local safety laws and, in respect of motorcycling the engine capacity is 125cc or lower, **you** are on road and wearing a helmet;
19. Driving a mechanically propelled vehicle, watercraft or aircraft in any kind of race;
20. Organised sports (except those listed under the 'Sports & Activities' Section) or professional sports;
21. **You** are not covered for any sports and activities where **you** have not used the appropriate safety equipment and followed the organiser's guidelines;
22. Sports and activities not described in the 'SPORTS & ACTIVITIES' Section or declared to and agreed by **us** and an additional premium paid if required and shown on **your Policy documentation**; **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;
23. **Winter Sports** (unless the appropriate premium has been paid and is shown on **your Policy documentation**, which covers **you** under a separate section of the Policy), competition in events on snow or ice; big air; aerials or stunting; freestyle skiing; ski jumping; heli-skiing; ice hockey; the use of bob sleighs or skeletons; racing, speed or endurance tests or dangerous pursuits. In no event is cover granted for **Winter Sports** if **you** are aged 70 or over;
24. 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 15m (or 40m under the 'Adventure Pack' activity option, subject to payment of the appropriate additional premium as shown on **your Policy Documentation**), or
  - iii. diving alone; or
  - iv. diving in Cyprus.
25. **You** are not covered for search and rescue. Emergency evacuation/ repatriation will only be covered for medical emergencies and only as authorised by the **Assistance Service**;
26. Mountaineering or rock-climbing normally requiring the use of ropes or guides;

27. Racing or race training of any kind (other than on foot or **sailing**) except as provided for under the 'SPORTS & ACTIVITIES Section', or 'Adventure Pack' activity option;
28. Bankruptcy/insolvency/liquidation of a tour operator, travel agent, transport company or accommodation supplier;
29. Consequential loss of any kind. 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;
30. Any costs incurred on behalf of other party members who are not specified on the **Policy documentation**;
31. Any costs recoverable from another source;
32. Any payment which **you** would normally have made during **your** travels, if no claim had arisen;
33. Air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);
34. Any malicious, criminal or illegal act committed by **you** or **your travelling companion**;
35. **You** breaking or failing to comply with any law whatsoever;
36. Any government regulation or act;
37. Any expenses for which **you** cannot provide original receipts or bills or any loss which has not been proven;
38. Any claim covered by an employer's insurance for the benefit of an employee, or **business equipment**, samples, **documents** or laptops insured elsewhere, or laptops aged 24 months or older (or 36 months or older if **you** paid the additional premium for the Gadget Cover Option and this is shown on **your Policy documentation**);
39. Any claims giving rise from an event which is known about, a material fact or which is not unforeseen, that is, foreseen or expected to occur or has already occurred;
40. Any loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of, or inability to, use any application, software, or programme in connection with electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
  - ii. any computer virus;
  - iii. any computer related hoax relating to i and/or ii above.

However, subject to the terms and conditions of **your** policy, **you** are covered up to the amount(s) stated in the schedule for:

  - Cancellation and **Curtailment** (Section 1),
  - Medical Expenses (Section 2) and
  - Personal Accident Benefit (Section 4)

as a result of **your** serious **illness** or injury or death, or that of a Business Colleague or Relative for claims arising under Section 1 (Cancellation and **Curtailment**), due to any of i, ii or iii above.;
41. Operational duties as a member of the armed forces;
42. Events after the expiry of the **period of insurance**;
43. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other flying objects travelling at sonic or supersonic speeds;
44. **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 advice) in the light of **your** age, personal medical history, circumstances and travel plans;
45. **You** taking part in civil commotions or riots of any kind;
46. The bankruptcy or insolvency of a tour operator, travel agent, transport company or accommodation supplier;
47. A tour operator failing to supply advertised facilities;
48. **Your** financial incapacity, whether directly or indirectly related to the claim except as provided for under Section 1 Cancellation or Section 2 **Curtailment** (3);
49. Delay, detention, seizure or confiscation by customs or other officials;
50. 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;
51. The cost of this Policy;
52. Failure to obtain the necessary passport, visa or permit for **your trip**.
53. Claims in any way caused by or resulting from an **infectious or contagious disease**, an outbreak of which has been declared a Public Health Emergency or International Concern (PHEIC) by the World Health Organization (WHO). This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified **medical practitioner** before the date of any such declaration(s). This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC. This general exclusion applies to all sections of cover with the exception of cover provided under Section 1.2 Cancellation Cover as a Result of COVID-19, Section 3 – Emergency Medical Expenses and Repatriation and Section 4 - Additional Hospital Benefit (including covered expenses necessarily incurred by an Insured Person for the treatment of **COVID-19** or symptoms thereof) as long as, prior to **your trip** commencing,
  - i) the Foreign, Commonwealth and Development Office (or the equivalent EEA Authority for the country in which **You** are ordinarily reside) had NOT advised against all (but essential) travel to **your** intended destination.
  - ii.) **You** have received the recommended number of doses of an approved **COVID-19** vaccine (including any booster) recommended by the Government of the country in which **you** ordinarily reside, 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown on **your** medical records.
54. Any fear or threat of **COVID-19**, or any claim, in any way caused of contributed to, or resulting from **COVID-19** for:
  - i) restrictions in movement of people, goods or animals;
  - ii) any travel advice or warning, or fear or threat of such advice or warning.

## Section 1.1 - CANCELLATION

On an Annual Multi-Trip Policy, cover under this section starts from the date of inception shown on **your** certificate or the date travel is booked, whichever is later. For all other Policy types, cover starts from the date of purchase as shown on **your** certificate.

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for travel and **pre-booked accommodation**, pre-booked excursions up to €/£250, cancellation costs, relating only to those people specified on the **Policy documentation**. Cancellation must be necessary and unavoidable and not as a result of disinclination to undertake **your** planned **trip**. Cover is only provided due to a cause listed below occurring during the **period of insurance**:

1. **Accidental bodily injury**, serious **illness**, death or being subject to quarantine (this cover does not apply to quarantine due to, or symptoms of, coronavirus **COVID-19**) of **you**, any person with whom **you** are intending to travel or stay, an **immediate relative** of yours or a **close business associate** of yours;
2. **You** being called for jury service, attending court as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court);
3. **You** or any person with whom **you** have arranged to travel being made redundant (after booking **your trip**) where **you/they** have been employed for two continuous years with the same employer at the time of being made redundant and are under the normal retirement age for someone holding that position;
4. **Your home** or place of business being made uninhabitable within 14 days prior to the date of travel, or the police asking to see **you** after a theft from **your home**, which occurred within 14 days of travel;
5. Abandonment of **your trip** as a result of more than 24 hours travel delay on **your** outward flight, sea crossing, coach or train departure from **your country of residence** (see Section 5 'TRAVEL DELAY AND ABANDONMENT').

### Not Covered

1. The Policy **excess** of €/£70 (except for loss of deposit only claims where the **excess** is €/£28 per insured);
2. Anything not listed as covered under Covered points 1-5 above;
3. Medically related claims where a certificate has not been obtained from a **Medical Practitioner**, confirming that cancellation of the **trip** is necessary on medical grounds;
4. Any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to **us**, agreed by **us** on **your Policy documentation** and additional premium paid if required;
5. Medically related claims as a result of **your travelling companion**, an **immediate relative** or **close business associate** of **you** or the person with whom **you** have arranged to stay on the **trip**, having suffered a condition or for which they have received medication, medical advice or treatment within six months prior to the date this Policy was issued or the date the **trip** was booked (whichever is later);
6. **Complications of Pregnancy** if there have been Complications of Pregnancy with this or any previous pregnancy;

7. 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 are planning to travel against the advice of a **Medical Practitioner**, or
  - ii. **You** or **your** travelling companions are travelling specifically to seek, or **you** know **you** will need, medical treatment while **you** are away, or
  - iii. **You** or **your** travelling companions are on a waiting list for treatment or investigation, or
  - iv. **You**, **your** travelling companions or any person upon whom **your trip** depends have been given a terminal diagnosis, or
  - v. **You** or **your** travelling companions have any medical condition for which the recommended treatment or prescribed medication as directed by a Medical Practitioner is not being taken, or
  - vi. **You** or **your** travelling companions are aware of any **medical condition** which **you/they** have but for which a diagnosis has not yet been reached;
8. Additional cancellation costs incurred as a result of not immediately telling the travel agent, tour operator or provider of transport or accommodation that **you** need to cancel the **trip**. **We** will only pay the cancellation charges that would have applied at the time **you** knew it was necessary to cancel **your trip**, if a valid claim exists;
9. Any costs incurred on behalf of other party members who are not specified on the **Policy documentation**;
10. Any costs recoverable from another source (e.g. air passenger duty which can be claimed by **you** through **your** travel agent or airline);
11. Any claim as a consequence of prohibitive regulations of the Government of any country;
12. Any claim arising from any circumstances known about at the date of booking the **trip** or the date the Policy was issued, which could reasonably have been expected to give rise to the cancellation of the **trip**;
13. Anything listed in "GENERAL EXCLUSIONS".

### Conditions

1. It is a requirement of this insurance that if **you** become aware of any circumstances which make it necessary for **you** to cancel **your trip**, **you** must advise **your** tour operator or travel agent in writing within 48 hours or as soon as possible after that. The maximum amount **we** will pay will be limited to the applicable cancellation charges at that time;
2. Frequent flyer or similar reward programmes – claims for expenses paid for using such programmes will be admitted in respect of flight costs only and shall be limited to the cost of an economy ticket for the same airline, route and, as far as possible under the airline's booking conditions, flight time.



## Section 1.2 - CANCELLATION COVER AS A RESULT OF COVID-19

### Covered

**You** are covered, notwithstanding General Exclusions 53 and 54, for cancellation as a result of an insured person testing positive for **COVID-19** within 14 days of the **trip** departure date, or an insured person being admitted to hospital due to testing positive for **COVID-19** within 28 days of the **trip** departure date.

### Not Covered

1. If **you** are advised to quarantine or **you** choose to self-isolate due to a person **you** have come into contact with having **COVID-19**;
2. If a medical professional advises **you** not to travel as **you** have underlying health conditions that place **you** 'at a higher risk' from **COVID-19**;
3. If the Foreign, Commonwealth & Development Office (FCDO) advice against all (or all but essential) travel to **your** intended destination;
4. If local government restrictions or directives prohibiting or restricting entry (for example, self isolation, quarantine or lockdown measures) to **your** intended destination or on **your** return **home**;
5. For any costs of **COVID-19** testing;
6. For any claim where a relative, **travelling companion** or close business colleague not insured on the policy contracts or shows symptoms of **COVID-19**

### Conditions

1. If **you** wish to cancel **your trip** because **you** have tested positive for **COVID-19**, **you** must provide, at **your** own expense, a positive official test result confirming **your** diagnosis of **COVID-19**. The test must be an approved PCR Test with a CE mark.
2. For the cover to be valid **you** must not have had symptoms or a positive diagnosis of **COVID-19** at the point which **you** booked **your trip** or purchased **your** policy.
3. **You** must have received the recommended number of doses of an approved **COVID-19** vaccine (including any booster) recommended by the Government of the country in which **you** ordinarily reside, 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in **your** medical records.

## Section 2 – CURTAILMENT

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for:

- A. The value of the portion of **your** unused travel and **pre-booked accommodation** costs (including unused pre-booked excursions) which were paid for before **your** departure from **your country of residence**, or where there is a contract to pay that cannot be recovered from anywhere else, calculated from the date of **your** return to **your home**, and
- B. Reasonable additional travelling expenses (on the same basis as **your** original booking) authorised by **us** and incurred by **you** for returning to **your home** earlier than planned,

If it is necessary to **curtail** the planned **trip** because of any of the following events listed below involving **you** or a **travelling companion** that first occur during the **period of insurance**;

- i. **Accidental bodily injury** to or serious **illness** or death of:
  - **you**,
  - any person with whom **you** intend to travel,
  - an **immediate relative** of yours, or of the person with whom **you** intend to travel or a **close business associate**;
- ii. **Complications of Pregnancy** of **you** or **your travelling companion**, provided there have been no **Complications of Pregnancy** with this or any previous pregnancy;

- iii. **Your home** or place of business being made uninhabitable or the police asking to see **you** after a theft from **your home**.

### Conditions

1. **You** must contact the **Assistance Service** for assistance/ advice if **you** need to cut short **your trip** for an insured reason.
2. **You** must use or revalidate **your** original ticket for **your** early return. If this is not possible **you** must provide evidence that additional costs were necessary. Any refunds due on unused original tickets will be deducted from **your** claim. If **you** do not have an original return ticket, **you** will not be reimbursed for costs incurred for **your** early return.
3. If **you** require the **Assistance Service** to pay for arrangements, they may first need to contact the relevant **Medical Practitioner** to confirm **your** claim falls within the terms of **your** cover.
4. If **you** make **your** own arrangements **you** must supply all necessary documentation to substantiate that **your** claim falls within the terms of cover. If **you** wish to return **home** differently to **your** original plans and claim any additional costs under this insurance, **you** must contact **our Assistance Service** and obtain their agreement to the new arrangements. Failure to do so will affect the assessment of **your** claim.
5. This Policy does not provide compensation for loss of enjoyment.

### Not Covered

1. The Policy **excess** of €/**£**70;
2. if **you** are advised to quarantine or **you** choose to self-isolate due to a person **you** have come into contact with having **COVID-19**;
3. As a result of Foreign, Commonwealth & Development Office (FCDO) advice against all (or all but essential) travel to **your** intended destination;
4. As a result of local government restrictions or directives prohibiting or restricting entry (for example, self isolation, quarantine or lockdown measures) to **your** intended destination or on **your** return **home**;
5. For any costs of **COVID-19** testing;
6. For any claim where a relative, **travelling companion** or close business colleague not insured on the policy contracts or shows symptoms of Covid 19
7. Claims that are not confirmed as medically necessary by the **Assistance Service**, and where a medical certificate has not been obtained from the attending **Medical Practitioner** confirming the necessity to **curtail**;
8. Any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to **us**, agreed by **us** on **your Policy documentation** and additional premium paid if required;
9. Medically related claims as a result of **your travelling companion**, an **immediate relative** or **close business associate** of **you** or the person with whom **you** have arranged to stay on the **trip**, having suffered a condition or for which they have received medication, medical advice or treatment within six months prior to the date this Policy was issued or the date the **trip** was booked (whichever is later);
10. **Complications of Pregnancy** if there have been **Complications of Pregnancy** with this or any previous pregnancy;
11. Additional travelling expenses incurred which are not authorised by the **Assistance Service**;

**12. Any claim:**

- i) Where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
- ii) Where at the departure date, **you** or **your** travelling companion are travelling against the advice of a **Medical Practitioner** or travelling for the purpose of obtaining medical treatment;

**13.** The cost of **your** unused original tickets where **our Assistance 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 home**.

**14.** Anything listed in 'GENERAL EXCLUSIONS'.

## Section 3 - EMERGENCY MEDICAL EXPENSES AND REPATRIATION

### Covered

This section includes cover for claims resulting from **terrorism** and **COVID-19**.

**You** are covered up to the amount specified on **your** Policy schedule for costs incurred outside **your country of residence** for points 1 to 6 below:

**Note: Failure to contact the Assistance Service for claims over €/£500 may result in a claim being invalid.**

If travelling within **your country of residence** (Spain and Portugal residents only), **you** are covered up to the amount specified on **your** Policy schedule, for points 3, 4 and 5 below only.

1. Reasonable emergency medical, surgical, and hospital treatment at the sole discretion of **our Assistance Service**, who reserve the right to make the final decision as to whether or not it is medically necessary.
2. Emergency dental treatment (for pain relief only), limited to €/£280;
3. Necessary additional travelling expenses (on the same basis as **your** original booking) and reasonable and necessary additional accommodation expenses (bed and breakfast only) to enable **you** to return **home** if **you** are unable to travel as originally planned. Cover is provided for:
  - a.) one relative or travel companion if **you** have to be accompanied **home** on medical advice or on compassionate grounds or if **you** are a child and require an escort **home** (in the event that they have applied for and received written authorisation from the **Assistance Service**);
  - b.) a maximum amount of £2,000 per insured person if **you** have to extend **your trip** because **you** have tested positive for **COVID-19**. Please also refer to condition 9.
4. Repatriation to **your home** by medically appropriate means, as determined by the **Assistance Service**;
5. In the event of **your** death: reasonable costs for the transport of **your** body or ashes to **your country of residence** (Gibraltar, Spain or Portugal), (the cost of burial or cremation is not included); or, local funeral expenses abroad, limited to €/£5,000;
6. Reasonable emergency medical expenses for **complications of pregnancy**, provided **you** have not had any **complications of pregnancy** with this or any previous pregnancy.

### Conditions

1. **You** must contact the **Assistance Service** immediately should **you** be admitted to hospital or require on-going out-patient treatment overseas.
2. All treatment or expenses must be authorised by the **Assistance Service**.
3. **Note For Treating Doctor or Hospital:**  
For travel to the United States of America: **We** will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by **US Medicare**.
4. **You** must maintain contact with the **Assistance Service** until **your** return to **your country of residence** or until **you** no longer require treatment or assistance.
5. If **you** are travelling to a country in the European Union, **we** recommend that **you** take with **you** an EHIC (European Health Insurance Card). **We** will waive the Policy **excess** under this section if **you** use the EHIC or another reciprocal health agreement to reduce the amount of **your** claim.
6. If **you** require medical treatment in Australia, **you** must register with Medicare via their local office. (Any treatment not available under Medicare must be authorised by the **Assistance Service**). For further information please visit the following website <http://www.medicareaustralia.gov.au/public/migrants/visitors/uk.jsp>
7. In the event of repatriation, any value remaining in unused original return travel tickets, which is recoverable, shall be deducted from the amount of the claim.
8. **We** reserve the right to:
  - a) Repatriate **you** when, in the opinion of the treating doctor and the **Assistance Service**, **you** are fit to travel;
  - b) Avoid further liability in the event that **you** refuse repatriation when, in the opinion of the treating doctor and the **Assistance Service**, **you** are fit to travel;
  - c) Transfer **you** to the hospital, clinic or location of **our** choice when, in the opinion of the **Assistance Service**, **you** are fit to be transferred.
  - d) If **Our** medical officer advises a date when it is feasible and practical to repatriate **you**, but **you** choose instead to remain abroad, **Our** liability to pay any further costs under this section after that date will be limited to what **We** would have paid if **Your** repatriation had taken place.
9. For cover under subsection 3.b it is a requirement of this insurance that **you**:
  - a.) provide a positive official PCR test result from a recognised testing authority confirming **your** diagnosis of **COVID-19**.
  - b.) return to **your home** within 48 hours of **your isolation period** ending. In the event that multiple persons are insured on this policy, this requirement shall take effect from the end of the **isolation period** of the last insured person who received a diagnosis of **COVID-19**.
  - c.) have received the recommended number of doses of an approved **COVID-19** vaccine (including any booster) recommended by the Government of the country in which **you** ordinarily reside, 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in **your** medical records.

## Not Covered

1. The Policy **excess** of €/**£70**;
2. Any medical or dental treatment costs incurred in **your country of residence**;
3. Any medical costs which are foreseen;
4. Any, transport or accommodation costs in **your country of residence**, unless authorised by the **Assistance Service**;
5. Any taxi or telephone costs, unless medically necessary and authorised by the **Assistance Service**;
6. Any costs covered under a reciprocal health arrangement (e.g. EHIC within EU countries, reciprocal cover in Austria, Channel Islands, Eire and New Zealand, Medicare in Australia);
7. Any costs recoverable from another source; (e.g. where another insurance may cover the same loss);
8. **Complications of Pregnancy** if there have been **Complications of Pregnancy** with this or any previous pregnancy;
9. 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 are planning to travel against the advice of a **Medical Practitioner**, or
  - ii. **You** or **your** travelling companions are travelling specifically to seek, or **you** know **you** will need, medical treatment while **you** are away, or
  - iii. **You** or **your** travelling companions are on a waiting list for treatment or investigation, or
  - iv. **You**, **your** travelling companions or any non-travellers have been given a terminal diagnosis.
  - v. **You** or **your** travelling companions have any medical condition for which the recommended treatment or prescribed medication as directed by a Medical Practitioner is not being taken.
  - vi. **You** or **your** travelling companions are aware of any **medical condition** which **you**/they have but for which a diagnosis has not yet been received.
10. Any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to **us**, agreed by **us** on **your Policy documentation** and additional premium paid if required;
11. Any claim arising directly or indirectly as a result of a change regarding **your** health (including injury and complications in pregnancy) occurring before the start of **your trip**, which has not been declared to and accepted by **us** in writing;
12. Any costs for in-patient treatment, on-going out-patient treatment or **curtailment** of a **trip** on medical grounds without prior authorisation from the **Assistance Service**;
13. Any costs for surgery or medical treatment which, in the opinion of the **Assistance Service**, can reasonably be delayed until **your** return to **your country of residence**;
14. Any costs for medication and/or treatment which, at the time of departure, is known to be required outside **your country of residence**;
15. The cost of any routine or elective (non-emergency) care or treatment, including specialist review or review or referral, investigations, treatment or surgery. Including any costs for cosmetic surgery; body art, tattoos or piercings;
16. Claims that are not confirmed medically necessary by the **Assistance Service**;
17. Additional hospital costs arising from single or private room accommodation, unless medically necessary;
18. Further costs **you** incur if **we** wish to bring **you home** early but **you** refuse (where in the opinion of the treating doctor and the **Assistance Service** **you** are fit to travel);
19. For costs of more than €/**£500** if **you** did not contact the **Assistance Service**;
20. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 4 - ADDITIONAL HOSPITAL BENEFIT

This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient. It does not provide compensation for loss of holiday/enjoyment.

### Covered

This section includes cover for claims resulting from **terrorism** and **COVID-19**.

**You** are covered up to the amount specified on **your** Policy schedule for:

1. Payment of €/**£25** for each complete 24 hours **you** spend in hospital as a result of **you** being admitted as an in-patient to a registered hospital that is covered under Section 3 Emergency Medical Expenses and Repatriation. This is in addition to any medical expenses incurred under Section 3. Emergency Medical Expenses and Repatriation.

### Conditions

1. This benefit is payable only if the hospital admission has been covered under the terms of Section 3, Emergency Medical Expenses and Repatriation.
2. In the event of a claim **you** must provide documentation confirming the date and time of admission and discharge.

### Not Covered

1. Please refer to the exclusion and conditions relating to Section 3 – Emergency Medical Expenses and Repatriation.
2. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 5 -TRAVEL DELAY AND ABANDONMENT

This section does not apply to trips within **your country of residence**.

### Covered

- A:** In the event of outward or **return journey** to or from **your country of residence** being delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:
1. **Adverse Weather** conditions;
  2. Mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel;
  3. Strike, industrial action or security alert (provided that when this Policy was issued or the **trip** was booked, whichever was later, no such action had already been declared and therefore there was no reasonable expectation that this would affect **your trip**);
- We** will pay the amount specified on **your** Policy schedule per insured person for each complete 12 hours **you** are delayed up to the maximum limit specified on **your** Policy schedule. If **you** incur more than 24 hours delay on **your** outward flight, sea crossing, coach or train departure from **your country of residence**, **you** may abandon **your trip** and claim under Section 1 Cancellation (less the **excess**);
- B:** If **you** abandon **your trip** as a result of **your** vehicle being involved in an accident or mechanical breakdown en-route to **your** departure point from **your country of residence**, rendering it impossible for **you** to undertake **your** planned itinerary, **we** will pay up to the limit under Section 1, Cancellation, less the **excess**.

### Conditions

1. In the event of a claim due to delayed **public transport** **you** must provide documentation from the transport company, confirming the period of and the reason for the delay.
2. In the event of a claim due to vehicle breakdown, **you** must provide a police or roadside assistance report.

### Not Covered

1. The Policy **excess** of €/£70 if **you** abandon **your trip**;
2. Where **you** have not checked in, as a result of not allowing sufficient time, for **your** outward or **return journey**;
3. **You** are not covered for any claims arising as a result of travel disruptions, cancellations, or delays due to volcanic ash clouds or volcanic eruptions, regardless of whether airspace or airports have been closed or not (Unless specified as covered on **your Policy documentation**);
4. Any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
5. Internal flights or other flights which do not form part of **your** outward or **return journey** to/from **your country of residence**;
6. Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions;
7. **You** are not covered to claim under this section if **you** have also claimed under Section 7 - Missed Departure or Section 17 - Enhanced Missed Departure & Travel Disruption cover from the same cause;
8. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 6 - PERSONAL ACCIDENT

This section includes cover for claims resulting from **terrorism**.

### Covered

**You** are covered up to the amount specified on **your** Policy **Schedule of Benefits**, which will be paid to **you** or **your** legal representative, if **you** sustain **bodily injury** caused by an **Accident** and at the end of 12 months of the occurrence of that **Accident**, it is the sole cause of:

1. **Your** death;
2. The physical loss of or permanent and total loss of use of one or more limbs at or above the wrist or ankle;
3. The complete and irrecoverable loss of sight in one or both eyes;
4. Permanent total disablement which prevents **you** from attending to any business or occupation in any capacity for a period of 12 months and which, in the opinion of **our** medical and/or vocational advisors, will not improve.

'**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;

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

### Conditions

1. Points 2, 3 and 4 above may be subject to the Continental Scale of Benefits (available on request);
2. If **you** are aged over 70 at the time of the **Accident**, the permanent total disablement benefit will not apply;
3. No benefits shall be paid for more than one loss suffered;
4. **You** must agree to examination by **our** medical and/or vocational advisors.
5. 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.
6. Payment under this section in respect of all 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.

### Not Covered

1. Any claims caused as a consequence of:
  - a. Disease or any physical defect or **illness**;
  - b. A **bodily injury** which existed prior to the beginning of the **trip**/ purchase of the Policy;
2. Claims resulting from motorcycling or quad biking;
3. Claims arising out of **manual work**;
4. 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;
5. More than one of the benefits relating to the same injury;
6. The injection or ingestion of any substance;
7. Any event which directly or indirectly exacerbates a previously existing physical **bodily injury**;
8. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 7 – MISSED DEPARTURE

This section does not apply to trips within **your country of residence**.

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for necessary hotel and travelling expenses (not including food, drink and telephone expenses) incurred in reaching **your** booked destination, if **you** arrive too late to commence **your** booked **trip** from or to **your country of residence** during **your** outward or **return journey**, or if **you** miss **your** connection within **your country of residence** as a result of:

1. The vehicle in which **you** are travelling being involved in an accident or breakdown or **you** being delayed as a result of a major accident on a motorway;
2. The failure or delay of **your public transport**.

### MISSED UK OR INTERNAL DEPARTURE CONNECTION & ASSISTANCE WITHIN YOUR COUNTRY OF RESIDENCE

#### Covered

**You** are covered up to the amount specified on **your** Policy schedule should **you** be delayed or miss **your** connection as follows:

#### On your outward journey from your country of residence

If after leaving **your home**, **you** are delayed during **your** internal/ connecting or UK journey to the airport, port, coach or rail terminal, as a result of:

1. The vehicle in which **you** are travelling being involved in an accident or breakdown or **you** being delayed as a result of a major accident on a motorway;
2. The failure or delay of **public transport**.

#### We will:

1. Provide assistance to enable **you** to continue **your** journey to the international departure point.
2. Where necessary, reimburse **you** for alternative transport or emergency local help, including the towing of **your** vehicle to the nearest garage.

#### On returning to your Country of Residence

1. If **your** main international air, sea, coach or rail carrier is delayed and **you** miss **your** pre-booked and pre-paid UK or internal travel connection by scheduled **public transport** within **your country of residence** we will:
  - a. Assist **you** to reach **home** from the point where **you** transfer from the main international air, sea, coach or rail carrier.
  - b. Liaise with the onward transport provider to advise of **your** late arrival and will, if necessary, reimburse **you** for alternative travel arrangements to enable **you** to get **home** within a reasonable time.

2. Should **you** arrive at the transfer point within the UK or **your country of residence** on time but **you** are unable to continue **home** as planned due to
  - a. The vehicle in which **you** are travelling being involved in an accident or breakdown or **you** being delayed as a result of a major accident on a motorway;
  - b. The failure or delay of **your public transport**.

We will reimburse **you** for necessary alternative transport, emergency local assistance, recovery of the private vehicle and the passengers to **home** or reasonable overnight accommodation (bed and breakfast) if no alternative transport is available until the following day or whilst awaiting repairs to the private vehicle.

#### Special Condition:

If the private vehicle in which **you** are travelling or intending to travel is immobilised by breakdown or accident, then **you** will be responsible for authorising repairs and for meeting any costs other than 1 hours roadside assistance and towing charges to the nearest garage.

**You** must take every reasonable step to commence and complete the journey to **your country of residence** international departure point on time.

#### Conditions

1. In the event of a claim due to vehicle breakdown or a road accident, **you** must provide a police or roadside assistance report.
2. In the event of a claim due to a major accident on the motorway, please obtain written confirmation of this from the Highways Agency. If the accident occurred on a minor road, please obtain written confirmation from the local council.
3. In the event of a claim due to delayed **public transport you** must provide documentation from the transport company, confirming the period of and the reason for the delay.

#### Not Covered

1. The Policy **excess** of €/£70;
2. If sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
3. If **you** are not proceeding directly to the departure point;
4. Any costs claimed under Section 5, Travel Delay and Abandonment, which relate to the same **trip** or any irrecoverable deposits;
5. **You** are not covered for any claims arising as a result of travel disruptions, cancellations or delays due to volcanic ash clouds or volcanic eruptions, regardless of whether airspace or airports have been closed or not. (Unless specified as covered on **your Policy documentation**);
6. Withdrawal from service (temporary or otherwise) of the aircraft, seas vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country. **You** should direct any claim to the transport operator involved;
7. Additional costs where the scheduled **public transport** operator has offered reasonable alternative travel arrangements;
8. Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions;
9. Immobilisation or loss of any vehicle **you** have taken abroad on **your trip**.
10. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 8 – BAGGAGE & PERSONAL EFFECTS

### Covered

#### A: PERSONAL BAGGAGE

Up to the amounts specified on **your** Policy schedule for the value of or repair to any of **your own personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

The maximum payment for eyeglasses (including sunglasses) shall be €/£70.

#### B: DELAYED BAGGAGE

Up to the amount specified on **your** Policy schedule for the cost of buying emergency necessities if **your personal baggage** is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier (e.g. airline, shipping company etc.) or tour representative. Receipts will be required in the event of a claim.

### Conditions

1. Any amount **we** pay **you** under B. DELAYED BAGGAGE will be deducted from the final claim settlement if **your personal baggage** is permanently lost.
2. **You** must obtain written proof of the incident from the police, within 48 hours of the discovery in the event of loss, burglary or theft of the **personal baggage**. Failure to do so may result in **your** claim being turned down.
3. In the event of a claim for damaged items, proof of the damage must be supplied.
4. In the event of a claim for a pair or set of items, **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.
5. If the repair cost is more than the value of an item, **we** will assess the claim as if the item has been lost.
6. Any item, pair or set of items with a value of over €/£70 must be supported by an original receipt. If original receipts cannot be supplied to support **your** claim, each item will be limited to €/£70 and the total amount payable for all such items will be €/£350.

### Not Covered

1. The Policy **excess** of €/£70 under A. **PERSONAL BAGGAGE**;
2. If **you** do not exercise reasonable care for the safety and supervision of **your** property;
3. **Personal baggage** left **unattended** by **you**, unless located in locked accommodation and where an appropriately sized safety deposit box was not available for use by **you**;
4. **Personal baggage** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. **Personal baggage** stolen from an **unattended** vehicle:
  - a. Unless it was in the locked glove compartment or locked rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle;
  - b. If there is no visible evidence of forcible and violent entry;
  - c. Left for any period between the hours of 8pm and 8am (other than motor homes);
6. **Valuables** left in a motor vehicle (other than motor homes, provided the **valuables** are stored out of view);
7. **Valuables** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **you** on any form of **public transport** (other than hand luggage that stays with **you** at all times);

## Section 9 – PERSONAL MONEY

### Not applicable to 'Standard' Level of Cover

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

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for accidental loss or theft of **your** own **money** and/ or **documents**. Cash is only covered whilst being carried on **your** person or left in a locked safety deposit box. Cash is limited to the amount specified on **your** Policy schedule, unless **you** are under 16 years of age, in which case the maximum payable is €/**£**70.

### Conditions

1. In the event of a claim for loss of **money** **you** must provide evidence of the initial withdrawal of the **money** and also evidence of how **you** coped financially immediately after the loss (e.g. currency exchange/ withdrawal slips, bank/ credit card statements).

### Not Covered

1. Any claim under a 'Standard' level of cover Policy;
2. The Policy **excess** of €/**£**70 (except for cash only claims, where the **excess** is €/**£**28);
3. If **you** do not exercise reasonable care in protecting **your** **money** and **documents** against loss, theft or damage;
4. For **money** and **documents** left **unattended** by **you**, unless in a locked safety deposit box (or out of sight, in **your** locked accommodation if no safety deposit box was available);
5. **Documents** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
6. **Documents** stolen from an **unattended** vehicle at any time:
  - a. Unless they were in the locked glove compartment or locked rear boot or luggage area of the vehicle and were covered so as not to be visible from the outside of the vehicle;
  - b. If there is no visible evidence of forcible and violent entry;
  - c. Left for any period between the hours of 8pm and 8am.
7. If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **money** and/or **documents**;
8. Any shortages due to error, omission or depreciation in value, or different exchange rate;
9. Traveller's cheques where the provider will replace losses and will only charge **you** a service charge;
10. Any costs claimed under Section 10 - Loss of Passport & Travel **Documents**;
11. Anything listed in 'GENERAL EXCLUSIONS'.

8. 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;
9. If **your** **personal baggage** is lost or delayed in transit and **you** do not:
  - a. Notify the Carrier (i.e. airline, shipping company etc) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline) and send **us** the original; or
  - b. Follow up in writing within 7 days to obtain a written Carrier's report (or Property Irregularity Report in the case of an airline) if **you** are unable to obtain one immediately and send **us** the original;
10. Loss, destruction, damage or theft of the following property:
  - a. Mobile telephones, **computers**, laptops and accessories;
  - b. Contact lenses, hearing aids, dentures and prescribed medication;
  - c. Watches and jewellery (unless as a result of mugging or any form of physical violence to **you**);
  - d. Glass, china, pictures, musical instruments, antiques and precious stones;
  - e. Pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than wheelchairs and pushchairs);
  - f. Tools of trade;
  - g. Perishable items e.g. food;
11. Loss, destruction, damage or theft due to:
  - a. Confiscation or detention by customs or other officials or authorities;
  - b. Wear and tear, process of cleaning, denting or scratching, staining, moth or vermin;
  - c. Transportation by any postal service;
12. Electrical or mechanical breakdown or manufacturing fault;
13. Breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle in which they are being carried;
14. Any property more specifically insured or recoverable under any other source. Any reimbursement received will be deducted from the amount of **your** claim under this section;
15. Stamps, **documents**, deeds, samples or merchandise, manuscripts or securities of any kind;
16. **Winter Sports Equipment**, water **sports equipment** or **golf equipment** (unless the appropriate premium has been paid and is shown on **your** **Policy documentation**, which covers **you** under a separate section of the Policy), or **additional sports equipment** (unless the appropriate premium has been paid and this is shown on **your** **Policy documentation**). There is no cover whatsoever for **winter sports equipment**, **golf equipment** or **additional sports equipment** whilst in use;
17. Mechanical or electrical breakdown;
18. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 10 - LOSS OF PASSPORT & TRAVEL DOCUMENTS

### Covered

In the event of accidental loss or theft of **your** passport and/or **documents** whilst on a **trip**, **you** are covered up to the amount specified on **your** Policy schedule for:

1. Reasonable and necessary travel or accommodation expenses over and above any payment which **you** would normally have made during **your trip** if no loss had been incurred;
2. The cost of an emergency passport, visas or permits incurred to enable **you** to enable **you** to continue **your trip** as planned or return to **your country of residence**.

### Condition

1. **You** must provide receipts for all costs incurred.

### Not Covered

1. The Policy **excess** of €/**£**70;
2. Any costs that **you** would have incurred had **you** not lost **your** passport;
3. If **you** do not exercise reasonable care for the safety or supervision of **your** passport;
4. Costs arising from any loss not covered under Section 9 Personal Money;
5. If **you** do not obtain a written Police report within 48 hours of the loss;
6. Loss, destruction or damage arising from confiscation or detention by Customs or other officials or authorities;
7. The cost of a permanent replacement of the passport itself;
8. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 11 – HIJACK & MUGGING BENEFIT

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for each full 24-hour period:

- i) during the unlawful seizure or wrongful exercise of control over **you** or of an aircraft or conveyance in which **you** are travelling as a passenger.
- ii) if **you** are hospitalised during **your trip** because of **bodily injury** sustained during a mugging or similar violent and unprovoked attack.

### Not Covered

1. If **you** or **your family** or **your** business associates have engaged in activities that could be expected to increase the risk of hijack;
2. any claims where the incident giving rise to the claim has not been reported to or investigated by the Police or local authority and a written report provided to **Us** confirming, in regards to:
  - a) Hijack - **you** were involved and the duration of the hijack during which **you** were unlawfully detained. Or
  - b) Mugging – the details of the incident.
3. any claims in relation to Mugging:
  - a) unless **our Assistance Service** was contacted as soon as possible after **your** admission to hospital.
  - b) any claim unless **you** can provide medical evidence from the treating doctor to confirm the injuries and treatment given.
  - c) any claim as a result of an act of an **immediate relative**, another insured person under this Policy or an individual who resides with **you** on a permanent basis, or previously known to **you** at time of departing on the **trip**.
4. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 12 - PERSONAL LIABILITY

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for legal expenses and legal liability for damages incurred by **you** which are caused by an accident that occurred during **your trip**, leading to a claim made against **you** as a result of:

1. **Accidental bodily injury** to a person who is not a member of **your family** or household, a **travelling companion** or employed by **you**;
2. Loss of or damage to any property which does not belong to, is not in the charge of, and is not in the control of **you** or any member of **your family**, household, any **travelling companion** or employee (except hired wheelchairs);
3. Loss of or damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your family**, household, any **travelling companion** or anyone employed by **you**.

### Conditions

1. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by **you** without **our** written consent.
2. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
3. **You** must, wherever possible, provide all such information and assistance as **we** require.

### Not Covered

1. The Policy **excess** of €/**£**140;
2. Fines imposed by a Court of Law or other relevant bodies;
3. Anything caused as a consequence of:
  - a. Liability which **you** incur as a result of an agreement that **you** made which would not apply in the absence of that agreement;
  - b. Injury, loss or damage arising from:
    - i). Ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals or firearms;
    - ii). The occupation (except temporarily for the purpose of the **trip**) or ownership of any land or buildings;
    - iii). The carrying out of any trade, profession, manual work or hazardous occupation;
    - iv). Racing of any kind;
    - v). Any deliberate or criminal act;
4. Liability as an employer or under any other contract or insurance Policy;
5. All forms of pollution and contamination;
6. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 13 - LEGAL EXPENSES

### Covered

**You** are covered up to the amount specified on **your** Policy schedule for legal costs and expenses incurred to claim for compensation or damages if **you** suffer physical **bodily injury** or **you** die during the period of **your trip** as a result of an accident. (For the purposes of this Policy, **bodily injury** sustained as a result of a **medical condition(s)** caused or happening as a result of travelling or travel conditions, or **bodily injury** sustained as a result of medical malpractice, any incorrect medical procedure(s) performed or incorrect diagnosis, shall not be considered an accident).

### Conditions

1. **You** must obtain as much information as possible, including police reports, witness details and any photographs and contact the Claims Service as soon as possible, submitting **your** request in writing.
2. **We** shall have control over the legal proceedings and the selection, appointment and control of a solicitor. **You** must follow the advice provided by **our** appointed legal representatives. Failure to do so will result in cover being withdrawn.
3. In the event that **you** are awarded compensation (by judgement or settlement), **we** shall be entitled to recover from **you**, any sums paid to **you** under any Section of this Policy on account of the same incident for which compensation is received.
4. If there is more than one insured claiming under **your** Policy, **we** shall apply a maximum limit of double the individual sum insured in respect to all claimants.

### Not Covered

1. The Policy **excess** of €/£280, which will be refunded to **you** if **we** recover **our** outlay in full from the settlement received;
2. Any claim reported to **us** more than 30 days after the occurrence of the incident giving rise to the claim;
3. Costs incurred in pursuit of any claim against **us**, **our** agents, intermediaries, an insurer, underwriting any section of this Policy, a travel agent, a tour operator or carrier;
4. Legal expenses incurred either prior to **our** written acknowledgement granting **our** support or obtained without **our** written consent;
5. Any claim where **we** consider a reasonable settlement is unlikely or where the cost of the action could be more than the settlement;
6. Any cost for bringing a legal action in more than one country for the same event;
7. Actions between members of the same household or a relative or **travelling companion**, or actions to enforce a judgement or legally binding decision;
8. Any amount deducted in legal fees from **your** compensation or damages, which has been calculated as a proportion or percentage of those damages;
9. The funding of any appeal costs;
10. Travel and accommodation expenses incurred in pursuit of a legal action;
11. Any contingent fee arrangement between **you** and **your** legal representatives;
12. Any legal costs resulting from criminal proceedings;
13. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 14 – PET CARE EXPENSES COVER

**We** will pay up to the sum insured shown in **Your** Schedule of Insurance for extra kennel and/or cattery costs for **Your** dog or cat if **You** are delayed in returning from **Your Trip** due to:

1. **Your** death, **Bodily Injury** or **Illness**. **We** will only pay for each complete 24-hour period and for a maximum of 5 such 24-hour periods in total.

### Not Covered

1. any claim unless **You** can provide medical evidence to confirm such death, **Bodily Injury**, or **Illness**.
2. any expense incurred after **You** have returned to the **Country of Residence**.



## Section 15 - BUSINESS PLUS COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE)

### Covered

#### A: REPLACEMENT BUSINESS COLLEAGUE

The cancellation section of this Policy is extended to cover for the cost of a **replacement business colleague** provided cancellation is due to a cause listed under Section 1 Cancellation 'Covered' and the sole purpose of the **trip** was for carrying out **your** business, **you** are covered up to the amount specified on **your** Policy schedule.

The **curtailment** section of this Policy is extended to cover for the cost of a **replacement business colleague** provided **curtailment** is due to a cause listed under Section 2 **Curtailment**.

**Curtailment** 'Covered' (B) and the sole purpose of the **trip** was for carrying out **your** business, **you** are covered up to the amount specified on **your** Policy schedule.

#### B: BUSINESS EQUIPMENT, LAPTOPS, DOCUMENTS AND SAMPLES

**You** are covered up to the amount specified on **your** Policy schedule for the value of any specified **business equipment** (used for the sole purpose of carrying out **your** business), or the repair or replacement (at **Our** discretion) of a **laptop** (less than 24 months old) owned by **you** or owned by **your** employer (and for which **you** are financially responsible), or business samples; which are accidentally lost, stolen or damaged (after making proper allowance for wear and tear and depreciation).

**You** are covered up to the amount specified on **your** Policy schedule for the cost of replacement business **documents** or samples (provided the **documents** or samples are vital to the carrying out of business during **your trip**) which are accidentally lost, stolen or damaged.

Note: **You** cannot claim for a **laptop** under this section if **you** have paid the additional premium for Section 21. Gadget Cover option and are claiming for the **laptop** under Section 21 Gadget Cover.

#### C: BUSINESS MONEY

**You** are covered up to the amount specified on **your** Policy schedule for accidental loss or theft of business **money** during **your trip**, which is **your** property (if self-employed) or **your** employer's property. Cash is only covered whilst being carried on **your** person or left in a locked safety deposit box. Cash is limited to the amount specified on **your** Policy schedule, unless **you** are under 16 years of age, in which case the maximum payable is €/**£**70.

### Conditions

1. In the event of a claim for loss of **money you** must provide evidence of the initial withdrawal of the cash and also evidence of how **you** coped financially immediately after the loss (e.g. currency exchange/ withdrawal slips, bank/ credit card statements).

### Not Covered

1. The Policy **excess** of €/**£**70 under A and/or B and/or C;
2. Anything not covered in Section 1.1 – Cancellation, Section 1.2 – Cancellation Cover as a Result of **COVID-19**, Section 2 – **Curtailment**, 3 – Medical Expenses, Section 8 – Baggage & Personal Effects and/or Section 9 – Personal Money;
3. Deliberate damage or gross misuse of the equipment or **Laptop** under B;

4. In respect of B: -  
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 in respect of laptops;
  - c) Replacement of or adjustment to fittings, control knobs or buttons, batteries;
  - d) Any repairs carried out without prior authorisation from **us**;
  - e) Wear and tear to the **laptop** and/or gradual deterioration of performance;
  - f) Cosmetic Damage;
  - g) Any claim if the serial number has been tampered with in any way.
5. 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**.
6. Any claim arising whilst **You** are not on a **trip**.
7. **Accidental** Damage, theft, breakdown or liquid damage to accessories (**laptop** cables etc) of any kind.
8. Costs arising from the replacement of any downloaded material or software.
9. 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.
10. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 16 - GOLF COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE)

### Covered

#### A. GOLF MEDICAL

The medical section of this Policy is extended to cover **you** whilst **you** are playing golf.

#### B: GOLF LIABILITY

The personal liability section of this Policy is extended to cover **you** whilst **you** are playing golf.

#### C: GOLF EQUIPMENT

**You** are covered up to the amount specified on **your** Policy schedule to repair or replace **your** own **golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, if they are lost, stolen or damaged during **your trip**, limited to €/£350 for any one item. The claim settlement may take into account any discount that would be available to **us** if **we** exercise **our** right to purchase the replacement **golf equipment** using a supplier which may be determined by **us**.

### Condition

1. **You** must obtain written proof of the incident from the Police (or an authorised person) within 48 hours of the discovery in the event of loss, burglary or theft of baggage. Failure to do so will result in **your** claim being turned down.

The claims handler will require proof of ownership. If this cannot be provided **we** reserve the right to limit the claims payment to €/£50 per item subject to a maximum of €/£200 in total, per claim.

### Not Covered

1. **Golf Equipment** which is more than 5 years old;
2. The Policy **excess** of €/£70 (except under F: Hole-in-One);
3. Anything not covered in Section 8 BAGGAGE & PERSONAL EFFECTS;
4. Anything listed in 'GENERAL EXCLUSIONS'.

#### D: GREEN / CLUB FEES

**You** are covered up to the amount specified on **your** Policy schedule if **you** are unable to play golf because of unforeseen sickness or injury.

### Condition

1. In the event of a claim **you** must provide proof of prepaid golf fees and a medical certificate from an attending **Medical Practitioner** confirming the reason and length of time **you** were unable to play golf.

### Not Covered

1. Any claim where **you** were already aware of a reason prior to incurring the fees, that **you** would be unable to play golf.
2. Anything listed in 'GENERAL EXCLUSIONS'.

#### E: GOLF HIRE

**You** are covered up to the amount specified on **your** Policy schedule for the reasonable cost of hiring **golf equipment** from a recognised supplier for the rest of **your trip** or until **your** own or hired **golf equipment** has been returned to **you**, if:

- a. **Your** equipment is lost, stolen or damaged; or
- b. **Your** equipment is delayed for more than 12 hours on **your outward journey**.

### Condition

1. In the event of a claim, **you** must provide the following documentation:
  - a. Loss or theft: report from Police, plus receipts showing original and additional hire charges.
  - b. Damage: confirmation from hire company of damage sustained and additional charges incurred.
  - c. Delay: confirmation from airline or transport company that equipment was delayed for over 12 hours on the **outward journey** plus receipt showing original and additional hire charges.

#### F: HOLE-IN-ONE

**You** are covered up to the amount specified on **your** Policy schedule in respect of customary bar expenses for one round of drinks incurred by **you** as a result of, and immediately subsequent to, achieving a hole-in-one during a competition round at a recognised golf course.

### Condition

1. In the event of a claim **you** must provide a letter from the relevant Golf Club Secretary confirming the competition name and date, a certified copy of **your** score card, countersigned by **your** opponent and by the Official Scorer for the competition and an original, dated Golf Club bar receipt.

### Not Covered

1. Any claim where **you** are not able to provide a receipt as proof of costs incurred, for the day **you** achieved the hole-in-one stroke.
2. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 17 - WINTER SPORTS COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE).

### Covered

#### A. WINTER SPORTS MEDICAL

The Emergency Medical Expenses section of this Policy is extended to cover **you** whilst partaking in **Winter Sports**.

#### B. WINTER SPORTS LIABILITY

The Personal Liability section of this Policy is extended to cover **you** whilst partaking in **Winter Sports**.

### Not Covered

1. If **you** do not adhere to the International Ski Federation code or the resort regulations;
2. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
3. Anything listed in 'GENERAL EXCLUSIONS'.

#### C. PISTE CLOSURE & AVALANCHE DELAY

**You** are covered up to the amount specified on **your** Policy schedule (up to the maximum amount specified on **your** Policy schedule) if there is a lack of snow or bad weather conditions or avalanche danger in **your** holiday resort, and the pistes are closed for a continuous period in excess of 24 hours, preventing **you** from **Winter Sports**. Cover is only available during the months that constitute the local regular ski season and where **you** purchased **your** Policy more than 14 days before **your** departure date.

### Condition

1. In the event of a claim **you** must provide documentation from the resort's management confirming the reason for closure and how long the pistes were closed at **your** resort and the reason.

#### Not Covered

1. Any claim where **you** have not pre-booked a resort, or **you** are due to ski at a resort which is not more than 1,000m above sea-level;
2. Any claim where an alternative resort is available or offered to **you**;
3. Any claims where **you** were already aware of the piste closure (or the likelihood of this) when **you** purchased this Policy;
4. Anything listed in 'GENERAL EXCLUSIONS'.

#### D. WINTER SPORTS HIRE

**You** are covered up to the amount specified on **your** Policy schedule for the reasonable cost of hiring **Winter Sports Equipment** for the rest of **your trip** or until **your** own or hired **Winter Sports Equipment** has been returned to **you**, if:

- a. **Your** equipment is lost, stolen or damaged; or
- b. **Your** equipment is delayed for more than 12 hours on **your outward journey**.

#### Condition

1. In the event of a claim **you** must provide the following documentation:
  - a. Loss or theft: report from Police, resort management or tour operator plus receipts showing original and additional hire charges.
  - b. Damage: confirmation from the hire company of damage sustained and additional charges incurred.
  - c. Delay: confirmation from the airline or transport company that **your** equipment was delayed for over 12 hours on the **outward journey** plus a receipt showing original and additional hire charges.

#### Not Covered

1. Anything listed in 'GENERAL EXCLUSIONS'.

#### E. WINTER SPORTS PACK

**You** are covered up to the amount specified on **your** Policy schedule for the value of the unused portion of **your** ski school, lift pass and **winter sports equipment** hire costs limited to the amount specified on **your** Policy schedule per week, if:

- a. **You** have an accident or **you** are ill;
- b. **Your** lift pass is lost or stolen.

#### Condition

1. In the event of a claim **you** must provide the following documentation:
  - a. **Accident** or **illness**: medical report confirming the reason and length of time **you** were unable to undertake **your** planned activity plus the original lift pass and evidence of initial cost.
  - b. Loss or theft: report from Police or resort management plus evidence of initial cost and cost of replacement pass.

#### Not Covered

1. The Policy **excess** of €/**£**70;
2. If **you** do not adhere to the International Ski Federation code or the resort regulations;
3. Anything not covered in Section 8, BAGGAGE & PERSONAL EFFECTS;
4. Anything not covered in Section 3, Emergency Medical Expenses & Repatriation;
5. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
6. Anything listed in 'GENERAL EXCLUSIONS'.

#### F. WINTER SPORTS EQUIPMENT

**You** are covered up to the amount specified on **your** Policy schedule for the value or repair of **your** own **Winter Sports Equipment** (after making proper allowance for wear and tear and depreciation) or **your** hired **Winter Sports Equipment**, if they are lost, stolen or damaged during **your trip**. For skis and snowboards over 5 years old there is no cover.

#### Condition

1. In the event of a claim **you** must provide the following documentation:
  - a. **Loss or theft**: a report from Police, resort management or tour operator; plus original receipt and confirmation of second hand value from a specialist dealer where possible.
  - b. **Damage**: confirmation from a specialist dealer of the damage sustained and repair costs, or confirmation that damage is beyond economic repair, plus the second-hand value prior to damage.
  - c. **Proof of Ownership**: If this is not received **we** reserve the right to limit the claims payment to €/**£**50 per item subject to a maximum of €/**£**200 in total, per claim;

In respect of loss or damage to **Winter Sports 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	No cover

#### Not Covered

1. The Policy **excess** of €/**£**70;
2. If **you** do not adhere to the International Ski Federation code or the resort advice, regulations or ski-patrol guidelines (or skiing off-piste without the guidance of a local);
3. Anything not covered in Section 8 BAGGAGE & PERSONAL EFFECTS ;
4. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
5. Damage to **Winter Sports Equipment** whilst in use for race training or racing;
6. Anything listed in 'GENERAL EXCLUSIONS'

## Section 18 – CRUISE PLUS COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE).

### A. MISSED CRUISE DEPARTURE

**You** are covered up to the amount specified on **your** Policy schedule for necessary additional travel expenses by the most direct route and additional accommodation (room only) that is agreed by **us** to join **your** cruise ship journey at the next docking port if **you** fail to arrive at the international departure point in time to board the ship on which **you** are booked to travel on the cruise ship journey of **your** trip as a result of;

- a. the failure of scheduled **public transport** due to strike, industrial action, **adverse weather** or mechanical breakdown.
- b. a direct accident to or breakdown of the vehicle in which **you** are travelling.

If, at the time of requesting **our** assistance in a missed **cruise** departure claim, satisfactory evidence required by **us**, is not supplied in order to substantiate the claim, **we** will make all necessary arrangements at **your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### Not Covered

1. The Policy **excess** of €/**£**70;
2. Claims arising directly or indirectly from;
  - i. **Adverse weather**, strike or Industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by **you** or the date **your** trip was booked whichever is the later;
  - ii. an accident to or breakdown of the vehicle in which **you** are travelling for which a professional repairers report is not provided;
  - iii. breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
  - iv. withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a port authority or any such regulatory body in a country to/from which **you** are travelling;
3. Additional expenses where the scheduled **public transport** operator has offered suitable alternative travel arrangements;
4. Additional expenses where **your** planned arrival time at the port is less than 3 hours in advance of the sail departure time if **you** are travelling independently and not part of an integrated **cruise** package;
5. Any repair costs to **your** private vehicle;
6. Any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to **COVID-19**, which is excluded under General Exclusions 53 and 54.
7. Anything listed in 'GENERAL EXCLUSIONS'

#### Special conditions relating to Section 18 A

1. **You** must allow sufficient time for the scheduled **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point. Please also refer to the "General Exclusions and Conditions".

### B. CABIN/STATEROOM CONFINEMENT

**You** are covered up to the amount specified on **your** Policy schedule for each 24 hour period that **you** are confined by the ships medical officer, to **your** cabin or stateroom due to **your** compulsory quarantine for medical reasons during the period of the trip.

#### Not Covered

1. any claim arising directly or indirectly from any **medical condition** unless **you** have declared all **medical conditions** to **us** and **we** have written to **you** accepting them for insurance.
2. any confinement to **your** cabin where **you** are unable to provide written confirmation from **your** ship's medical officer confirming **you** were confined to **your** cabin, the reason for and the length of **your** confinement;
3. any additional period of confinement or compulsory quarantine;
  - i. relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **illness** which made **your** confinement necessary.;
  - ii. following **your** decision not to be repatriated after the date when in **our** opinion, it is safe to do so;
4. confinement or necessary quarantine;
  - i. relating to any form of treatment or surgery which in **our** opinion (based on information received from the ship's doctor or other **Medical Practitioner** in attendance) can be delayed until **your** return to **your** country of residence;
  - ii. as a result of a tropical disease where **you** had not had the recommended inoculations and/or taken the recommended medication;
5. Any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to **COVID-19**, which is excluded under General Exclusions 53 and 54.
6. Anything listed in 'GENERAL EXCLUSIONS'.

### C. UNUSED PRE-BOOKED EXCURSIONS

**We** will pay to the sum insured for the cost of pre-booked, pre-paid and non-refundable excursions, which **you** were unable to use as a direct result of being confined to **your** own cabin due to an accident or **illness** which is covered under Section 18 B.

#### Not Covered

1. The Policy **excess** of €/**£**70;
2. Any claim arising directly or indirectly from any **medical condition** unless **you** have declared all medical conditions to **us** and **we** have written to **you** accepting them for insurance;
3. Any claim as a result of cabin confinement where **you** are unable to provide written confirmation from **your** ship's medical officer confirming **you** were confined to **your** cabin, the reason for and the length of **your** confinement;
4. Any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to **COVID-19**, which is excluded under General Exclusions 53 and 54.
5. Anything listed in 'GENERAL EXCLUSIONS'.

#### D. MISSED PORT ITINERARY CHANGE BENEFIT

**You** are covered up to the amount specified on **your** Policy schedule for each missed port in the event **your** scheduled port visit is cancelled due to **adverse weather** or timetable restrictions.

**You** must get written confirmation from **your** **cruise** operator, carrier or tour operator confirming **your** scheduled port visit was cancelled and the reason for the cancellation.

##### Not Covered

1. Claims arising from a missed port caused by strike or industrial action if the strike or industrial action was notified at the time that the insurance was purchased;
2. Any claim arising from **your** ship's failure to put people ashore due to the mechanical or operational failure of the ship's tender (or any other boat used to transport passengers to shore);
3. **Your** failure to attend the excursion as per **your** itinerary;
4. Any claim where a monetary amount, including but not limited to on board credit or other compensation, has been offered to **you** by the ship or tour operator;
5. Any claim where **you** do not have written confirmation from **your** **cruise** operator, carrier or tour operator confirming **your** scheduled port visit was cancelled;
6. Any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to **COVID-19**, which is excluded under General Exclusions 53 and 54.
7. Anything listed in 'GENERAL EXCLUSIONS'.

#### E. CRUISE CONNECTION

**You** are covered up to the amount specified on **your** Policy schedule for reasonable and necessary additional travel expenses by the most direct route and additional accommodation (room only), that is agreed by **us** and necessarily incurred by **you**;

- a. to reach the next docking port in order to re-join the **cruise** as a result of:
  - i. **your** passport being lost after **your** international departure but before embarkation of **your** planned **cruise** or during disembarkation ashore on one of the scheduled stops as a result of loss or theft, or
  - ii. it being deemed medically necessary by a Medical Practitioner for **you** to accompany and assist an insured person who is admitted as an in-patient that is covered under Section 3 Emergency Medical Expenses and Repatriation of the Policy, or
  - iii. **you** being detained by local police as a result of being a witness or being required to give evidence as a result of **your** participation in a road traffic accident during **your** **trip**, or criminal investigation where **you** are not the accused.

If, at the time of requesting **our** assistance in the event of a **cruise** interruption claim, satisfactory medical or other evidence required by **us** is not supplied in order to substantiate the claim, **we** will make all necessary arrangements at **your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

##### Not Covered

1. The Policy **excess** of €/£70;
2. Any claim for loss of passport not reported to the Police or other authority within 48 hours of discovery and which **you** do not get a written report;
3. Any travel costs where **you** failed to contact **us** for approval prior to arranging travel and so **we** could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined;
4. Any claim as a result of an insured person being a hospital in-patient where the condition was not covered under Section 3 – Emergency Medical Expenses and Repatriation of the Policy, or where **we** have not been contacted and/or a recommended hospital has not been appointed by **us** and where **you** have not obtained a medical certificate from the **Medical Practitioner** in attendance confirming it was medically necessary for **you** to accompany and assist an insured person admitted as an in-patient for an insured condition;
5. Any claim arising directly or indirectly from any **medical condition** unless the insured person has declared all medical conditions to **us** and **we** have written to them accepting them for insurance;
6. Any claim where **you** have been detained by local Police that is not evidenced by a written report from the local Police confirming the reason and period of **your** detention, or reason and period in which **you** were required to give evidence, that necessitated **you** missing the scheduled departure of **your** **cruise**;
7. Claims under Sections 18 where less than 25% of the **trip** duration remains;
8. Any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to **COVID-19**, which is excluded under General Exclusions 53 and 54.
9. Anything listed in 'GENERAL EXCLUSIONS'.

## Section 19 – SPORTS EQUIPMENT & CYCLE COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE)

1. In addition to Baggage and Personal Effects (Section 8), **We** will pay up to the amount shown in **Your** Schedule of Insurance after making reasonable allowance for wear, tear and depreciation and subject to the special condition shown below for loss or theft of, or damage to **Sports Equipment** or cycles owned, hired or borrowed by **You**.
2. **We** will pay up to the sum insured shown in the **Your** Schedule of Insurance per day to a maximum of the sum insured shown in the **Your** Schedule of Insurance for the hiring of replacement equipment if **Your Sports Equipment** or cycles are lost or damaged or delayed for more than 12 hours, during **Your** outward or onward **Trip**.

### Not Covered

1. The amount of the **Excess** shown in **Your** Schedule of Insurance for each claim.
2. Loss or theft of **Sports Equipment** or cycles stolen from an **unattended** motor vehicle if:
  - i) they have not been locked out of sight in a secure baggage area of the vehicle or to a purpose designed cycle rack;
  - ii) no forcible and violent means have been used by an unauthorised person to gain entry into the vehicle; and
  - iii) no evidence of such entry is available.
3. Damage to **Sports Equipment** or cycles whilst in use for race training or racing.
4. **Your** damaged **Sports Equipment** or cycles if not submitted to **Us** for **Our** inspection.
5. Loss or theft of **Sports Equipment** or cycles 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.
6. Loss or theft of, or damage to, **Sports Equipment** or cycles whilst in transit unless reported to the carrier and a property irregularity report obtained.
7. Delay, detention, seizure or confiscation by customs or other officials.
8. Loss or theft of, or damage to, **Sports Equipment** or cycles over 5 years old.
9. Loss or theft of **Sports Equipment** or cycles left **unattended** in a public place unless securely locked to a fixed object and evidence of forcible removal is provided.
10. Loss or theft of, or damage to, waterborne craft of any description or any road-going vehicle other than cycles.
11. Ski Equipment
12. Anything listed in 'GENERAL EXCLUSIONS'.

### Special conditions applicable to section 19 In respect of loss or damage to Sports Equipment or cycles.

**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	No cover

## Section 20 - ENHANCED MISSED DEPARTURE & TRAVEL DISRUPTION

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE)

### A. EXTENDED CANCELLATION, CURTAILMENT, MISSED DEPARTURE OR TRIP INTERRUPTION REASONS

Cover under Section 1 Cancellation, Section 2 Curtailment and Section 7 Missed Departure, is extended to include the following cover:

**You** are covered up to the amount specified on **your** Policy schedule for **your** part of unused travel and accommodation costs (including unused pre-booked excursions up to €/£250) that have been paid where there is a contract to pay that cannot be recovered from anywhere else if it is necessary and unavoidable to cancel or curtail the planned **trip** because of any of the following events involving **you** or a **travelling companions** that first occur during the **period of insurance**:

- a. **You** were not able to travel and use **your** pre-booked accommodation, or
- b. the **trip** was cancelled or curtailed before completion, or
- c. 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 public transport on which **you** are booked, as a result of:
  1. The Travel Advice Unit of the UK Foreign, Commonwealth and Development Office (FCDO), or equivalent government body within **your country of residence**, 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, 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 country of residence** to commence the **trip** (but in all instances excluding coverage due to changes relating to **COVID-19**);
  2. Fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption, storm or other natural disaster making **your** accommodation uninhabitable.
  3. An outbreak of food poisoning at **your** accommodation resulting in its closure during **your trip**.
  4. Strike leading to the cancellation of **your** international transport from **your country of residence**, providing the strike existed or was declared publicly after the date of booking **your trip**.
  5. An airport, international rail terminal, or port **you** were due to travel from or through being closed for 24 hours from the date and time of **your** scheduled departure as shown on **your** ticket/itinerary.
  6. The vehicle in which **you** were due to be travel is prevented from making the journey due to severe weather conditions that have resulted in the build up of snow and/or ice that results in the Police, CAA or other authority governing **your** chosen mode of transport advising against all travel or all but essential travel which prevents **you** from travelling.
  7. Road closures due to severe weather conditions that have resulted in the build up of snow and/or ice that results in the Police, CAA or other authority governing **your** chosen mode of transport advising against all but essential travel,

which prevents **you** from reaching the departure point to commence **your trip**.

### B. MISSED CONNECTION

Cover under Section 7 Missed Departure in relation to missed connections, is extended to include the following cover:

**You** are covered up to the amount specified on **your** Policy schedule for reasonable and necessary hotel and travelling expenses (not including food, drink and telephone expenses) incurred in

- i) reaching **your** booked destination, or
- ii) if **you** are on a multi-centre holiday to reach **your** next destination as shown on **your** travel itinerary, or
- iii) **your** return journey **home**;

that **you** cannot claim back from any other source;

**You** are also covered if **you** arrive too late and miss any onward connecting **public transport** (whether overseas or in **your country of residence**) as a result of

- a. the failure or delay of **your public transport**, or
- b. strike, industrial action or adverse weather conditions.

#### Special Conditions:

**You** must allow sufficient time for **public transport** or other transport to arrive and to deliver **you** to the departure point.

### C. SUBSTITUTE ACCOMMODATION

**You** are covered up to the amount specified on **your** Policy schedule for reasonable additional reasonable accommodation and transport expenses (on a bed & breakfast basis) necessarily incurred, up to the standard of **your** original booking, if:

- a. **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
- b. with the prior authorisation of the emergency **Assistance Service**, to repatriate **you** to **your country of residence** if it becomes necessary to curtail **your trip**; as a result of:
  1. Fire, flood, earthquake, explosion, tsunami, landslide, avalanche, volcanic eruption, hurricane storm or other natural disaster, or
  2. An outbreak of food poisoning affecting **your** accommodation or resort and it becoming uninhabitable, or
  3. **We** will pay €/£50 for every complete 24 hours, if **your** pre-booked hotel completely withdraws the following services due to strike or industrial action that started after **your** arrival: water or electrical facilities, swimming pool facilities, kitchen services to the extent that no food is available or chambermaid facilities and such services are not restored within 24 hours and were not already withdrawn before **your** arrival or they were not due to strike or take industrial action that had been announced before **your** arrival.

**You** must obtain written confirmation from the hotel management stating the services withdrawn, the reason for withdrawal of services, the time the services stopped and the time they recommenced.

## D. ENFORCED STAY

**You** are covered up to the amount specified on **your** Policy schedule and **we** will pay **you**:

1. Up to €/**£**100 for every complete 24 hour period that **you** are unable to reach **your** destination or return to **your** pre-booked accommodation or return home, up to a maximum of €/**£**1,500; or
2. Up to €/**£**1,000 for necessary and reasonable additional travel expenses where after a period of 24 hours or more, **you** unavoidably have to make immediate alternative arrangements to reach **your** destination or return to **your** pre-booked accommodation or return home and **your** travel provider cannot provide alternative travel arrangements, if **you** are unable to:
  - a. Reach **you** pre-booked accommodation at **your** intended destination; or
  - b. Return to **your** pre-booked accommodation whilst on a pre-booked excursion during **your trip**; or
  - c. Return **home** to **your home** on **your** scheduled return date;

as a result of:

- a. the airspace being closed, or
- b. the airport, international rail terminal, or port that **you** are scheduled to travel from or through is closed (and **you** purchased **your** ticket before it was accounted the airport/ international rail terminal/port was closed); or
- c. the delay or failure of **public transport**; or
- d. strike, industrial action or **adverse weather** conditions.

**We** will also pay up to €/**£**200 for emergency replenishment of prescription medication that **you** require to prevent a deterioration or exacerbation of a declared **medical condition** that **we** have agreed to cover, in the event that **your** existing supplies run out after the date that **you** were scheduled to return **home**.

### Special Conditions:

1. **You** may only claim under one of Section 20 A, B, C or D for the same event.
2. Where cover for the same costs or charges exists under more than one different sections of the Policy, **you** can only claim under one section, not both/all for the same event.
3. If **you** fail to notify the travel agent, tour operator, or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip** the amount **we** pay will be limited to the cancellation charges that would have applied otherwise.
4. **You** must get (at **your** own expense) written confirmation from the transport provider (or their handling agent) of the cancellation, number of hours of delay and the reason for these together with details of any alternative transport offered.
5. **You** must comply with the terms of contract of the transport and seek financial compensation, assistance or refund of **your** ticket from them in accordance with such terms and/or (where applicable) **your** rights under the EU Air Passenger Rights legislation in the event of flight cancellation or long delay of flights.
6. **We** may ask **you** to provide written evidence from the Highways Agency or similar government body, or the Police, or local authority responsible for the road or other appropriate organisation, confirming the cause of delay or road closure and how long the delay or closure lasted in respect of claims under Section 20 A, 20 B or 20 D.

## Not Covered

1. The Policy **excess** of €/**£**70;
2. Any refunded amount of unused travel costs that are recoverable from **your** travel provider or any other source;
3. The cost of prescription medication where **you** have not declared **your medical conditions** or declined to accept the terms or our medical screening service which apply to **your medical conditions**;
4. The cost of prescription medication where **you** have not taken sufficient supplies with **you** to last the period of **your trip**;
5. Any costs incurred by **you** which are recoverable from the company providing the accommodation or for which **you** receive or are expected to receive compensation or reimbursement;
6. Any costs which **you** would have been expected to pay during **your trip**;
7. Claims arising from any strike or industrial action existing or declared publicly by the date this insurance was purchased by **your** or at any time of booking any **trip**;
8. Claims arising from any circumstances known to **you** prior to the date this insurance is purchased by **you** or at the time of booking any **trip**;
9. Scheduled flights not booked in **your country of residence**;
10. Cost which **you** can receive from elsewhere, for example payments recovered from **your** credit or debit card issuer;
11. Any claim arising directly or indirectly from being denied boarding due to **your** drug use, alcohol or solvent abuse or **your** inability to provide a valid passport or other documentation required by the transport provider or their handling agent;
12. Withdrawal from service (temporary or otherwise) of the aircraft, seas vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country. **You** should direct any claim to the transport operator involved;
13. Any change the UK Foreign, Commonwealth & Development Office (FCDO) or equivalent regulatory authority for the EEA country in which you ordinarily reside, 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, as a result of an infectious or contagious disease, which is excluded under General Exclusion 53 and 54.
14. Anything listed in 'GENERAL EXCLUSIONS'



## Section 21 – GADGET COVER

### Not applicable to 'Standard' Level of Cover

*(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON YOUR POLICY SCHEDULE)*

#### Definitions applicable to this section only.

The following words shall have the meanings given below.

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

**Accidental Damage**: 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**: 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**: that the gadget has been accidentally lost by **you** and **you** are permanently deprived of its use.

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

**Proof of Purchase**: 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**: 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)**: 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**: 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**: 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.

#### Covered

**You** are covered up to the amount specified on **your** Policy 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.

Please also refer to the 'What is not covered' section and conditions applicable to Section 21.

### A.1 ACCIDENTAL DAMAGE AND MALICIOUS DAMAGE

**You** are covered up to the amount specified on **your** Policy 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**.

#### Not Covered

- You** are not covered for accidental damage or malicious damage caused by:
  - Deliberate damage or neglect of the gadget;
  - Failure on **your** part to follow the manufacturer's instructions;
  - Inspection, maintenance, routine servicing or cleaning.
  - Malicious damage caused by **you**, **your family** or any of **your** travelling companions.
- Anything listed in 'GENERAL EXCLUSIONS'.

Please also refer to the 'What is not covered' section and conditions applicable to Section 21.

### A.2 THEFT OR LOSS

**You** are covered up to the amount specified on **your** Policy 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.

#### Not Covered

- 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;
- 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;
- 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**;
- Where the gadget has been left **unattended** when it is away from **your home**;
- Where all precautions have not been taken;
- 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:

- 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 21.

### A.3 LIQUID DAMAGE

**You** are covered up to the amount specified on **your** Policy 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 21.

### B. 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 up to the amount specified on **your** Policy schedule 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 21.

#### Not Covered

1. The amount of the **excess** shown in the **Schedule of Benefits**. This is increased to £/€100 in respect of claims for loss.
2. Any loss, theft or accidental damage to a gadget left as ‘checked in’ baggage.
3. Any loss, theft or accidental damage to a gadget prior to **your trip**.
4. 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.
5. Any claim where proof of usage cannot be provided or evidenced.
6. 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.
7. Any kind of damage whatsoever unless the damaged gadget is provided for repair.
8. 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.
9. 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.

10. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way or deleted.
11. 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**.
12. 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.
13. Any claim arising whilst **you** are not on a **trip**;
14. 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.
15. 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.
16. **Accidental** damage, malicious damage, theft, loss, or liquid damage to accessories of any kind.
17. 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.
18. Reconnection costs or subscription fees of any kind.
19. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
20. Items purchased from an on-line auction site unless from a VAT registered supplier or registered company.
21. 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.
22. Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this Policy.
23. liability of whatsoever nature arising from ownership or use of the gadget, including any **illness** or injury resulting from it.
24. Value Added Tax (VAT) where **you** are registered with HM Revenue & Customs for VAT.
25. Any loss, theft or accidental damage due to confiscation or detention by customs, other officials or authorities.
26. Claims for any gadget used in connection with **your** profession or trade.
27. Any gadget more specifically insured elsewhere, or costs or payments recoverable from any party, under the terms of any other contract, guarantee or warranty. 27. Anything listed in ‘GENERAL EXCLUSIONS’.

#### Special conditions applicable to Section 21

1. 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 Schedule of Benefits**.
2. This insurance only covers gadgets purchased in the UK, Gibraltar, Spain or Portugal. Cover includes the use of the gadget for the period and destination shown on **your** certificate. Any repairs or replacements may be carried out in the UK by repairers or retailers approved by **us**, or in regards to repairs undertaken in Spain or Portugal these must be through an established repair service business and be pre-approved by **us** before any repair or costs are incurred.

3. 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 registered company and must be in full working order at the start date of this Policy.
4. **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.
5. **You** must take all precautions to prevent any damage to **your** gadget.
6. 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.
7. **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.
8. Cover for **your** gadget applies to **you** as the person who purchased the Policy and **your family**.
9. The benefits of this Policy cannot be transferred to someone else or to any other gadget without **our** written permission.
10. **You** cannot claim for a **Laptop** under Section 21. Gadget Cover if **you** are claiming under Section 15. Business Plus Cover, B: **BUSINESS EQUIPMENT, LAPTOPS, DOCUMENTS AND SAMPLES**.

#### Repairs and Replacement Conditions

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

The cover for Screen Repair or Replacement is up to the Maximum Payable Screen Repair Limit applicable to **your** type of phone as shown in the **Schedule of Benefits**.

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 of benefits**. If **your** gadget cannot be replaced with an identical gadget of the same age and condition, **we** will replace it or subject to **our** prior agreement will agree to it being replaced, 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.

## EXTRAORDINARY RISKS (CONSORCIO)

*Applies to Residents of Spain Only.*

### CONSORTIUM OF INSURANCE COMPENSATION

In accordance with the provisions of Sections 6 and 8 of the Legal Statute of the Insurance Compensation Board ("Estatuto Legal del Consorcio de Compensacion de Seguros") promulgated by Section 4 of Act 21/1990 of 19 December (Official State Gazette of the 20th) the Policy holder under an insurance contract which includes an obligatory surcharge in favour of the said Public Body as referred to in Section 7 of the said Legal Statute is entitled to arrange cover in respect of extraordinary risks with any insurer fulfilling the conditions laid down by current legislation with the Insurance Compensation Board meeting compensation deriving from claims arising in respect of extraordinary circumstances in Spain which affect the risks situated therein in favour of Insured persons who having paid the corresponding surcharges to the same are in one of the following situations:

- a) The extraordinary risk covered by the Insurance Compensation Board is not covered by this insurance Policy.
- b) Even if covered by this insurance Policy the obligations of The Insurer cannot be met because it has been declared insolvent in temporary receivership or being in a situation of insolvency is subject to liquidation proceedings or the same have been taken over by the Insurance Company Liquidation Commission. The Insurance Compensation Board shall operate in accordance with the provisions of the said Legal Statute amended by Act 30/1995 of 8 November on the Regulation and Supervision of Private Insurance (Official State Gazette of the 9th) the Insurance Contracts (Act 50/1980 of 8 October) Royal Decree 2022/1986 of 29 August promulgating the Regulations regarding Extraordinary Risks to People and Property (Official State Gazette of 1 October) and complementary provisions.

Extraordinary Risks (Consortio) only applies to those habitually living within the territorial borders of Spain.

## CLAIMS PROCEDURE

### Medical Claims

*The nominated emergency Assistance Service referred to in this policy is operated by Global Response.*

Our Assistance Service has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill.

Our Assistance Service will also arrange transport to **your country of residence** when this is considered to be medically necessary or when **you** have notice of **illness** or death of an **immediate relative at home**.

**You** must contact them:

- In the event of any **illness, bodily injury**, accident or hospitalisation which requires Inpatient or Out-Patient treatment, or
- if **you** are admitted to hospital or **Specialist Clinic**, or
- if **you** wish to return **home** by any means other than originally booked, or
- if **you** require treatment that may cost more than €/£500 (or the equivalent in local currency).

Please quote your Certificate Number and Scheme Reference:  
**VOY/IBX/2021/22**

### Global Response

Tel : +44 (0) 113 3180 197  
Fax : +44 (0) 113 3180 198  
Email : [operations@global-response.co.uk](mailto:operations@global-response.co.uk)

### Curtailed Claims

Call the Assistance Service if **you** need to return early for an insured reason.

### All other claims:

- Check the relevant Policy section to see if **you** are covered.
- Check what documentation is required to make a claim.
- Contact the Claims Service to request a claim form.
- Submit **your** claim within 28 days of returning **home**. (In certain cases **you** may wish to claim whilst still travelling - this is possible but **you** must still adhere to the usual claims requirements).
- Any loss or damage to baggage etc. whilst in the custody of carriers (airline, bus company etc.) must be notified immediately in writing to the carrier but in any event within 3 days and a property irregularity report obtained and sent to the claims service.
- Any loss of **money** or **personal baggage** must be reported to the police within 24 hours of discovery and a written report obtained and sent to the claims service.
- Keep copies of **your** completed claim form and all supporting documentation (originals must be submitted to the Claims Service).
- Keep any damaged items that are the subject of a claim. They may be required for salvage/assessment.
- All claims correspondence should be forwarded to Claims Settlement Agencies Limited. They can be contacted as follows:

**Claims Settlement Agencies Ltd.**  
308 - 314 London Road  
Hadleigh, Benfleet,  
Essex, SS7 2DD  
United Kingdom  
Tel: +44 (0) 1702 427172  
E-mail: [admin@csal.co.uk](mailto:admin@csal.co.uk)  
Website: [www.csal.co.uk](http://www.csal.co.uk)

Please quote your Certificate Number and Scheme Reference:  
**VOY/IBX/2021/22**

- 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 (PIR). These reports (if applicable to **your** claim), together with all available receipts and any other requested documentation, must be submitted with **your** claim form.
- Always take copies of any documentation or forms **you** send to **us**.

### CLAIM CONDITIONS

1. **You** must exercise reasonable care to prevent **illness**, accidental **bodily injury**, loss or damage and exercise all reasonable care for the safety and supervision of **your** property as if uninsured.
2. Original receipts and/or proof of ownership and value must be supplied in the event of a claim.
3. **You** must take all reasonable steps to recover any lost or stolen article.
4. If **we** require any medical certificates, information, evidence or receipts, these must be obtained by **you**, at **your** expense.
5. **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
  - fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** Policy;
  - fails to reveal or hides a fact likely to influence the cover **we** provide;
  - makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
  - sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
  - makes a claim under the Policy, knowing the claim to be false or fraudulent in any way;
  - makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
  - If **your** claim is in any way dishonest or exaggerated; **we** will not pay any benefit under this Policy or return any premium to **you** and **we** may cancel **your** Policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.
6. This insurance Policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance Policy(ies). This includes any amounts recovered by **you** from private health insurance, EHIC payments, any reciprocal health agreements, airlines, hotels, **home** contents insurers or any other recovery by **you** which is the basis of a claim. If at the time of making a claim, **we** decide to settle **our** liability under **your** Policy and there is another Policy covering the same risk, **we** will be entitled to contact that insurer for a contribution under **our** rights of subrogation.

7. **We** may, at any time, pay **our** full liability under the Policy in final settlement.
8. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation or secure an indemnity from any third party, insurance company, reciprocal health agreement, airline or hotel. Any monies so recovered or secured shall belong to **us**.
9. In the event of a claim, if **we** require a medical examination **you** must agree to this. In the event of death, **we** are entitled to a post mortem examination. The medical examination and post mortem would be at **our** expense.
10. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
11. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

## COMPLAINTS PROCEDURE

**We** are dedicated to provide **you** with a high-quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered a first class service please write and tell **us** and **we** will do **our** best to resolve the problem. If **you** have any questions, concerns or problems regarding any aspect of **your** insurance or the handling of a claim **you** should, in the first instance, contact **your** insurance intermediary if **you** have one.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to:

For Residents of Gibraltar: Ibex Insurance Services Limited

For Residents of Spain and Portugal: Ibex Portugal

who will review **your** complaint on **our** behalf if **your** complaint is in regards to the sale or administration of **your** Policy, if **your** complaint relates to a claim on **your** Policy they will refer **your** complaint to **Us** or the appointed Complaints or Claims Handler acting on **Our** behalf.

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.

Their contact details are:

For Residents of Gibraltar:

**The Managing Director**  
**Ibex Insurance Services Limited**  
**68, Irish Town**  
**Gibraltar**  
**Tel : (+350) 200 77822**  
**Fax : (+350) 200 77823**

For Residents of Spain and Portugal

**The Managing Director**  
**Ibex Portugal**  
**C/O Ibex Insurance Services Limited**  
**68, Irish Town**  
**Gibraltar**

**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

### For Residents of Gibraltar

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 Financial Ombudsman Service at the address given below:

**The Financial Ombudsman Service,**  
**Exchange Tower,**  
**Harbour Exchange Square,**  
**London, E14 9SR**  
**United Kingdom**  
**Tel: +44 (0) 800 023 4567 – UK Landline 0300 123 9123**  
**E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

### For Residents of Spain and Portugal

Should **you** remain dissatisfied following the final written response, **you** may be eligible to refer **your** case to the Malta Office of the Arbiter for Financial Services. The Office of the Arbiter for Financial Services is an independent body that arbitrates on complaints about general insurance products. The Office of the Arbiter for Financial Services has competence to hear a complaint if it is registered in writing with **us** not later than two years from the day on which **you** first had knowledge of the matters complained of. This does not affect **your** right to take legal action. If **we** cannot resolve **your** complaint **you** can always seek advice elsewhere or **you** may refer it to the Office of the Arbiter for Financial Services at the address given below:

### **Office of the Arbiter for Financial Services**

**First Floor,**  
**St Calcedonius Square,**  
**Floriana FRN1530,**  
**Malta**  
**Telephone: (+ 356) 212 49245**  
**E-mail: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)**

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

### **EEA Residents**

In the first instance **you** should follow the complaints procedure. If **you** were sold this product online or by other electronic means within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>.

### **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.

## DATA PROTECTION & PRIVACY STATEMENTS

### Protecting Your Data

Protecting **your** privacy is very important to **us**. **You** can view our full Privacy Policy here:

#### For Residents of Gibraltar

<http://www.starrcompanies.co.uk/privacy-policy>

#### For Residents of Spain and Portugal

<http://www.starrcompanies.com/malta>

### The Personal Data You Provide To Us

If **you** provide **us** with personal data about other people to be insured on the policy, such as **family** or friends, **you** agree to obtain their agreement and notify them of **our** use of their personal data.

### How We Use Your Personal Data

**We** will use **your** personal data to arrange **your** insurance contract with **us** and for other related insurance purposes such as to administer **your** policy, handle claims and offer renewal of **your** policy. **We** may also use **your** personal data for modelling or statistical purposes and underwriting decisions made via automated means.

### Special Categories Of Personal Data

Some personal data is defined by the current Data Protection legislation as special categories of sensitive personal data such as information about health. **We** may collect such data from **you** for insurance purposes where permitted by relevant legislation. **We** will only use this data for the specific purpose **you** supplied it and to provide the services described in this policy.

### Who We Share Your Information With

**We** may share **your** personal data with other insurance market participants that **you** have not had direct contact with. These can include other insurers, intermediaries, administrators, reinsurers, claims administrators, loss adjusters and solicitors. **We** may also disclose certain personal data to **our** service providers, contractors, agents and group companies that perform activities on **our** behalf. These transfers would always be made in compliance with relevant Data Protection legislation.

#### **We do not disclose the information to anyone else except:**

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

**We** may transfer **your** data to insurance market participants which are located outside of the European Economic Area. These transfers would always be made in compliance with relevant Data Protection legislation.

### Data Retention And Erasure

**We** will not keep **your** data for longer than is necessary for the purposes for which the data is processed and for compliance with legal or regulatory obligations.

### Your Rights

If **You** have any questions about **our** use of **your** personal data, **you** should contact **our** Data Protection Officer. In certain circumstances **you** have the right to request that **we**:

- provide more detail on how **we** use **your** personal data.
- provide **you** with a copy of **your** personal data that **you** provided to **us**.
- correct inaccurate information **we** hold about **you**.
- delete **your** data.
- provide an electronic copy of **your** personal data to another data controller.

If **you** ask **us** to delete **your** data, **we** may no longer be able to provide **you** with insurance services or deal with any claims, but **we** may still be required to process data about **you** for legal or regulatory reasons.

### Our Contact Details

**Starr Insurance European Group Data Protection Officer,  
C/O Starr International (Europe) Limited  
4th Floor, 30 Fenchurch Avenue,  
London  
EC3M 5AD  
United Kingdom  
E-mail: [ukgdpr@starrcompanies.com](mailto:ukgdpr@starrcompanies.com)  
Telephone: +44 (0) 207 337 3594**

### Your Right To Complain To A Supervisory Authority

If **you** are not satisfied with the way **we** have handled **your** personal data **you** have the right to complain to:

#### For Residents of Gibraltar

The Information Commissioners Office (ICO)  
Website: [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns)  
Telephone: +44 1625 545 700 or 0303 123 1113 within the UK.

For more information on how **we** process **your** personal data, refer to <http://www.starrcompanies.co.uk/privacypolicy>.

#### For Residents of Spain and Portugal

The Office of the Information and Data Protection Commissioner  
Link to make complaint: [reportbreachidpc.com/Complaint](http://reportbreachidpc.com/Complaint)  
Telephone : +356 232 87100

For more information on **our** Data Protection and Privacy Notice Statement, refer to <http://www.starrcompanies.com/malta>.

**We** are hereby released from any liability for any claim if **You** refuse disclosure of **Your** data to a third party, which in turn prevents **Us** from providing cover under this Policy.

## CLAIMS EVIDENCE

For all claims **we** will require **your** travel details and Originals of **your** flights tickets, booking invoice and itinerary and **we** may request any other relevant information relating to **your** claim.

**We** will require the following evidence where relevant as well as any other relevant information that **we** may ask **you** for

### SECTION 1.1 & 2 – CANCELLATION & CURTAILMENT

1. A medical certificate from the treating **Medical Practitioner** explaining why it was necessary for **you** to cancel or **curtail** the **trip**.
2. In the case of death causing cancellation or **curtailment** of the **trip**, the original death certificate.
3. Booking confirmation together with a cancellation invoice from **your** airline, agent, tour operator and/or provider of accommodation.
4. In the case of **curtailment** claims, written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**.
5. **Your** unused travel tickets / Unused flight details.
6. Original Receipts or bills for any costs, charges or expenses claimed for.
7. The Global Response reference number to confirm that **you** contacted the emergency **Assistance Service**.
8. In the case of compulsory quarantine a letter from the relevant authority or the treating **Medical Practitioner**.
9. In the case of jury service or witness attendance the court summons. (subject to wording).
10. The letter of redundancy for redundancy claims. (Subject to wording).
11. A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons. (Subject to wording).
12. In the case of serious damage to **your home** a report from the Police or relevant authority.
13. Private Medical Insurance Policy Schedule.

### SECTION 1.2 – CANCELLATION COVER AS A RESULT OF COVID-19

In addition to the above under Section 1.1 Cancellation:

1. **you** must provide, at **your** own expense, a positive official test result confirming **your** diagnosis of **COVID-19**.

### SECTION 3 – MEDICAL EMERGENCY EXPENSES AND REPATRIATION

1. Original Receipts or bills for all in-patient/out-patient treatment or emergency dental treatment received.
2. A medical certificate from the treating **Medical Practitioner** explaining why it was necessary for **you** to cancel or **curtail** the **trip**.
3. In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
4. The Global Response reference number to confirm that **you** contacted the emergency **Assistance Service**.
5. Original Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
6. Original Receipts or bills for any other transport, accommodation or other costs, charges or expenses claimed for.
7. Private Medical Insurance Policy Schedule

### SECTION 4 – ADDITIONAL HOSPITAL BENEFIT

Confirmation in writing from the hospital, relevant authority or the treating **Medical Practitioner** of the dates on which **you** were admitted and subsequently discharged from hospital, compulsory quarantine or confinement to **your** accommodation.

### SECTION 8 & 10 – BAGGAGE & LOSS OF PASSPORT

1. An original Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
2. A Property Irregularity Report from **your** airline or a letter from the carrier where loss, theft or damage occurred in their custody, as well as confirmation of any payment made.
3. A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
4. Original Receipts for items lost, stolen or damaged.
5. A letter from **your** airline confirming the time and date **your** baggage was returned to **you** along with any payment made.
6. Used flight details and luggage tags.
7. Report from a reputable supplier confirming item(s) is/are damaged beyond economical repair.
8. Original Receipts or bills for any transport and accommodation expenses claimed for.
9. Household Insurance Policy Schedule.

### SECTION 8 – DELAYED BAGGAGE

1. A property Irregularity Report from **your** airline or a letter from the carrier where loss, theft or damage, occurred in their custody, as well as confirmation of any payment made.
2. A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
3. Original Receipts for items of clothing, medication or toiletries replaced if **your** baggage is temporarily lost in transit for more than 12 hours.
4. A letter from **your** airline or the carrier confirming the time and date **your** baggage was returned to **you**.
5. Used flight details and luggage tags.
6. Household Insurance Policy Schedule.

### SECTION 5 – TRAVEL DELAY / ABANDONMENT & OPTIONAL SECTION 20 ENHANCED MISSED DEPARTURE & TRAVEL DISRUPTION

1. Full details of **your** planned travel itinerary.
2. A letter from **your** airline confirming the numbers of hours delay, the reason for the delay and confirmation of **your** check in time.
3. **Your** unused travel tickets / Flight Details.
4. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
5. If **you** chose to abandon **your trip you** must forward confirmation from **your** airline that **you** did not travel. This must detail the time and date of when **you** could have next been accommodated to travel.
6. In the case of abandonment claims, **your** booking confirmation together with written details from **your** airline, travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**.

#### SECTION 7 – MISSED DEPARTURE

1. Full details of **your** planned travel itinerary.
2. **Your** unused travel tickets / Flight Details.
3. Original Receipts or bills for any transport or accommodation costs claimed for.
4. Written evidence (at **your** own expense) from the Carrier (or their handling agents) stating the period of delay and the supporting reason for scheduled **public transport** services failing to get **you** to **your** destination in time due to strike, industrial action, **adverse weather** conditions or mechanical breakdown.
5. Written evidence from Licensed Repair Unit to support the private motor vehicle in which **you** were travelling suffering from a mechanical breakdown or failure.
6. Police Report and/or Report from Licensed Repair Unit to evidence that the private motor vehicle in which **you** were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure.

#### SECTION 12 – PERSONAL LIABILITY

1. Full details in writing of any incident.
2. Any writ, summons, letter of claim or other document must be sent to **us** as soon as **you** receive it.

Policy Wording Version: Starr Europe 1 (UK & MALTA)  
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