

# EU Longstay travel insurance policy 2019/20

ref: WTIS EU Longstay 2019/20

Valid for issue no later than 31st October 2020 in respect of departures on or before 31st March 2021.

Provided **you** have paid the appropriate premium as shown in **your** policy schedule, **you** are covered in accordance with the full wording shown herein up to the limits indicated below for the cover chosen. The limits shown apply per person for each separate trip. The excesses apply for each person and each section of each claim.

Benefits schedule	Budget	Economy	Super	Excess
1. Cancellation or curtailment	N/A	£1,500	£3,000	£75 (£20)**
2. Emergency medical expenses <i>including emergency repatriation including relative's additional expenses including funeral expenses abroad including emergency dental treatment</i>	£5,000,000  £5,000 £350	£5,000,000  £5,000 £350	£10,000,000  £5,000 £350	£150  Nil
3. Hospital stay benefit (amount per day)	N/A	£200 (£10)	£400 (£20)	Nil
4. Personal accident - loss of sight, limb(s) or permanent total disablement <i>maximum payable in the event of death except in flight maximum payable in the event of death if under 16</i>	N/A N/A N/A	£5,000 £5,000 £2,000	£10,000 £5,000 £2,000	Nil Nil Nil
5. Travel delay i) (a) £ after 12 hours delay (b) £ each 12 hours thereafter (c) £ up to ii) abandonment (after 24 hours)	N/A N/A	N/A N/A	N/A N/A	N/A N/A
6. Missed departure	N/A	£500	£1,000	£75
7. Baggage - overall limit <i>maximum per item, pair or set total limit for sleeping bags, tents &amp; rucksacks total limit for all valuables emergency purchases</i>	N/A N/A N/A N/A	£1,000 £100 £200 £200 £75	£1,500 £200 £400 £400 £150	£75*  Nil
8. Personal money (cash limit)	N/A	£200 (£100)	£400 (£200)	£75*
9. Loss of passport & travel documents	£125	£250	£250	Nil
10. Catastrophe & travel disruption cover	N/A	£250	£500	£75
11. Personal liability	£1,000,000	£1,000,000	£2,000,000	£100
12. Legal expenses	N/A	£10,000	£10,000	£100
13. Business personnel replacement	N/A	N/A	N/A	N/A
<b>Cover under section 14 only applies if you have paid the appropriate wintersports premium.</b>				
14. Ski equipment - overall limit <i>maximum per item, pair or set owned maximum per item, pair or set hired</i>	N/A N/A N/A	N/A N/A N/A	£400 £300 £150	£75
15. Ski pack	N/A	N/A	N/A	N/A
16. Piste closure (amount per day)	N/A	N/A	N/A	N/A

\* Maximum combined excess in respect of any one claim. \*\* Loss of deposit claims only.

Policy features table	Budget	Economy	Super
Maximum age at date of travel	49	49	64
Maximum duration if aged 49 or under at date of departure	18 months	18 months	18 months
Maximum duration if aged 50-64 at date of departure	N/A	N/A	12 months

## Territorial limits

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

- Area 1** The continent of Europe (as defined) any country with a Mediterranean coastline,
- Area 2** Australia and New Zealand allowing for worldwide stopovers of up to 48 hours for each of the outbound and return journeys.
- Area 3** Worldwide including **North America**.

**Please note:** this policy does not cover **Your** travel to a country or specific area or event to which the Travel Advice Unit or Foreign and Commonwealth Office has advised against all, or all but essential travel.

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

## How to make a claim

For all claims other than medical emergencies please request an appropriate claim form by telephoning the number below.

Please quote **WTIS EU Longstay 2019/20**.

**Claims Settlement Agencies Ltd,**  
308-314 London Road,  
Hadleigh, Benfleet, Essex, SS7 2DD.  
Tel: 01702 553 443  
Email: [info@csal.co.uk](mailto:info@csal.co.uk)  
Website: [www.csal.co.uk](http://www.csal.co.uk)

We are now able to offer **you** the facility to submit **your** claims online which is the fastest and easiest way to make a claim at:

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

The process should take approximately 10-15 minutes to complete (depending on the type of claim), but before continuing **you** should ensure **you** have **your** policy certificate, trip dates, supporting documentation and details of the incident.

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 or reference obtained in the country where the incident occurred. If **your** **baggage** is damaged or lost in transit whilst "checked-in" **you** must report it to the handling agents or airline as soon as possible on collection and obtain a Property Irregularity Report. These reports (if applicable to **your** claim), together with all available receipts and any other requested documentation, must be submitted with **your** claim form.

## Eligibility Criteria

- This policy is only available if **you** are permanently resident in any member country of the **European Economic Area (EEA)** and have access to healthcare in **your home country**.
- By purchasing this policy, **you** have confirmed **you** understand that all claims, complaints and sales will be handled using the English Language, and that **you** are sufficiently fluent in the English Language to understand the policy terms and conditions of the policy wording.
- You** and **your** travelling companions named on this policy must meet the age limits for cover: **you** must not exceed 18 months if **you** are aged up to 49 at the date of departure or 12 months if **you** are aged 50 - 64 at date of departure.
- You** may not be insured if **you** are going to take part in sports & activities where there is a generally recognised risk of injury. Please check that this insurance covers **you**, or ask us.
- If **you** have any **existing medical conditions**, and **you** have declared these as part of the medical screening process. This applies to relatives as well.

## 24 hour medical emergency and repatriation service

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

**Our** nominated emergency service has the medical expertise, contacts and facilities to help should **you** be injured in an **accident** or fall ill. **Our** nominated emergency service will also arrange transport to **your home country** when this is considered to be medically necessary or when **you** have notice of illness or death of a close **relative** at **home**. **You** must contact them if **you** are admitted to hospital and wish to return **home** by any means other than originally booked or require treatment that will cost more than £500 (or the equivalent in local currency).

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.

**We** reserve the right to limit payment to what **our** medical officer deems reasonable.

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

The emergency assistance provided for **you** by this insurance is operated by Global Response. In the event of any illness, injury, accident or hospitalisation which requires:

**Inpatient or Outpatient treatment, you must contact:**

**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)

## Payment for medical treatment abroad

If **you** are admitted to a hospital/specialist clinic while abroad, **our** nominated emergency service will 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** nominated emergency service for **you** as soon as possible. Private medical treatment is not covered unless authorised specifically by **our** nominated emergency service.

## Special notice

This is not a private medical insurance and only gives cover in the event of an **accident** or sudden illness that requires emergency treatment. 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.

## Important conditions relating to health & activities

Please answer these questions in relation to yourself and your travelling companions insured under this policy and contact Worldwide if necessary.

1. Have any of **you** ever suffered from, been investigated, treated for or diagnosed with;
- any cancer or malignant condition.
  - any lung related condition (other than stable, well controlled asthma that requires not more than 2 medications, including inhalers).
  - any heart related condition (including angina).
  - any circulatory condition (including hypertension unless it is the only condition **you** have and it is well controlled)?

Yes

There is **no** cover for claims related to these conditions.

However, cover may be available by contacting **Worldwide on 01892 833 338**.

If cover is offered, this will be confirmed in writing on **your** policy schedule.

**Please note calls may be recorded.**

No

2. Do any of **you** suffer from any other **existing medical condition**, as defined?

Yes

No

3. Are **you** aware of any **existing medical conditions** suffered by **non-travellers** whose state of health is likely to cause **you** to cancel or amend **your** travel plans?

Yes

No

**Your medical conditions (if any) will be covered.**

4. Are **you** planning to take part in any hazardous activities (see general exclusions 15-19)? If so, please contact **Worldwide on 01892 833 338** to see what cover may be available.

## Please note

**You are not covered** for any directly or indirectly related claims if at the time this insurance was arranged and each time **you** make arrangements for a trip;

- you** or **your** travelling companions are planning to travel against the advice of a **medical practitioner**, or
- you** or **your** travelling companions are travelling specifically to seek, or **you** know **you** will need, medical treatment while **you** are away, or
- you** or **your** travelling companions are on a waiting list for treatment or investigation, or
- you**, **your** travelling companions or any **non-travellers** have been given a terminal diagnosis.
- 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.
- 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.

## Important

**You** must tell **us** if, at any time during the period of insurance and each time **you** make arrangements to travel, there is a change in circumstances and **you** answer 'yes' to any of the important conditions relating to health and activities by **us** as soon as possible so that **we** may reassess **your** coverage relating to any trips **you** have booked or may wish to book in the future.

## Information you need to tell us

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**. **You** must, to the best of **your** knowledge, give accurate answers to the questions **we** ask when **you** buy **your** travel insurance policy. If **you** do not answer the questions truthfully it could result in **your** policy being invalid and could mean that all or part of a claim may not be paid. If **you** think **you** may have given **us** any incorrect answers or if **you** want any help, please contact **Worldwide on 01892 833338** as soon as possible and **we** will be able to tell **you** if **we** can still offer **you** cover.

## Important notice

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

- Insurance document** - **You** should read this document carefully. It gives full details of what is and is not covered and the conditions of the cover. Cover can vary from one policy to another so **you** should familiarise yourself with this particular insurance.
- 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.
- Health** - This insurance contains restrictions regarding existing health conditions concerning the health of the people travelling and of other people upon whose health the trip depends. **You** are advised to read the policy schedule carefully.
- 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. Allowance will be made for their age and likely condition.
- Limits** - This insurance has limits on the amount the insurer will pay under each section. Some sections also include other specific limits, for example, for any one item or for **valuables** in total.
- Reasonable care** - **You** need to take all reasonable care to protect yourself and **your** property, as **you** would if **you** were not insured. Insurers will not pay for property left **unattended** in a public place or **unattended** vehicle, as specified in the wording.
- Sports & activities** - **You** may not be insured if **you** are going to take part in sports & activities where there is a generally recognised risk of injury. Please check that this insurance covers **you**, or ask **us**.
- Residency** - This policy is only available if **you** are permanently resident in any member country of the **European Economic Area (EEA)** and have access to healthcare in **your home country**.

9. **Excesses** - Under some sections of this insurance, claims will be subject to an excess. This means **you** will be responsible for paying the first part of the claim under each applicable section.

9. **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 on page 8.

10. **Fraudulent claims** - It is a criminal offence to make a fraudulent claim.

## Period of insurance

Cover for each trip under this insurance starts when **you** leave **your home** or place of business in **your home country** at the start of **your trip**, and finishes as soon as **you** return to **your home** or place of business in **your home country** for any reason other than short term visits to **your home country** that are not the subject of a claim. **You** are only covered for the period for which a premium has been paid and in any event which must not exceed 18 months if **you** are aged up to 49 at the date of departure or 12 months if **you** are aged 50 - 64 at date of departure.

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

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

If **you** are going on a one-way trip all cover will finish 48 hours after **your** arrival in the country of final destination.

If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of delay up to a maximum of 30 days.

## Insurers

This insurance is administered by Worldwide Travel Insurance Services.

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.

Worldwide Travel Insurance Services is authorised and regulated by the Financial Conduct Authority. FRN 307592).

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

## 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 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 Malta Protection and Compensation Fund, Malta Financial Services Authority, Triq l-Mdina, Zone 1, Central Business District, Birkirkara, CBD1010, Malta Tel: +356 2144 1155 and on their website at [www.mfsa.mt](http://www.mfsa.mt)

## Financial Services Compensation Scheme

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

## Choice of Law and Jurisdiction

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

## Interest

No sum payable under this policy shall carry interest.

## Rights of Third Parties

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

## Cancellation rights

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

## Definitions

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

**Accident/accidental** means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss.

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

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

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

**Children** means persons under the age of 18.

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

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

**Europe** means Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (west of the Ural Mountains), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom (plus Channel Islands, Isle of Man), Vatican City

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

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

**Home** means **your** normal place of residence in any member country of the **European Economic Area (EEA)**.

**Home country** means whichever one of any member country of the **European Economic Area (EEA)** is **your** usual place of residence.

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

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

**Manual work** means work that involves;

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

unless your proposed activity or work is declared to us and confirmed in writing. Please contact **Worldwide Travel Insurance Services Ltd on 01892 833338 or Email: customerservices@worldwideinsure.com**. We reserve the right to apply special terms or conditions and/or charge an additional premium as we think appropriate. Please refer to the manual work notes on page 9 for details of work that is not considered manual work.

**Medical practitioner** means a registered practising member of the medical profession, registered in the country where **you** are treated, who is not related to **you** or any person with whom **you** are travelling or **your** employee.

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

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

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

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

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

**Resident** means a person who permanently resident in any member country of the **European Economic Area (EEA)** or the Channel Islands and have access to healthcare in **your home country**.

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

**Specialist clinic** means 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** means items of personal equipment or specialised clothing that are specifically designed for use exclusively in connection with a recognised sport or pastime.

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

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

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

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

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

**Valuables** means cameras and other photographic equipment, audio and video equipment, computers, all discs, CDs, tapes and cassettes, mobile telephones, other electronic or electrical equipment of any kind (examples of which include but are not limited to iPods, iPads, MP4 players, tablets, iPhones, Smartphones and Kindles), spectacles and/or sunglasses, telescopes and binoculars, jewellery, watches, musical instruments and items made of or containing precious or semi-precious stones or metals.

**We, us and our** means the insurers. **We** are solely obligated and liable for all covers and benefits provided under the terms of this policy wording, policy options wording, certificate and any endorsements.

**Wintersports** means cross country skiing (Nordic skiing), glacier skiing, recreational racing, snowmobiling, mono-skiing, off-piste skiing or snow-boarding when **you** are skiing 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 all provided local safety guidelines and warnings are observed.

**You and your** means each person for whom the premium has been paid and whose age does not exceed the maximum shown in the benefits schedule. **You** must be permanently resident in any member country of the **European Economic Area (EEA)** and have access to healthcare in **your home country**. Each person is separately insured.

## Section 1

### Cancellation or curtailment

Cover under this section starts from the date shown in **your** documentation or the date travel is booked, whichever is the later.

**You are covered** up to the amount shown in the benefits schedule for **your** proportionate share of the unused travel and accommodation costs (including unused pre-booked excursions and attraction tickets up to a value of £200 and car hire charges) that have been paid or where there is a contract to pay that cannot be recovered from anywhere else if it is necessary to cancel or curtail the planned **trip** because of any of the following events involving **you** or a travelling companion that first occur during the period of insurance;

- a. i. unforeseen injury, illness or death, or  
ii. unforeseen complications arising as a direct result of pregnancy; suffered by **you**, a travelling companion or a **non-traveller**.
- b. the **accidental** injury, illness or death of **your relative** or that of a travelling companion, a **business colleague** or person with whom **you** intended to stay.
- c. receipt of a summons for jury service, being subpoenaed as a court witness or being placed in compulsory quarantine.
- d. **your** unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.
- e. redundancy, provided that **you** are entitled to payment under the current redundancy payments legislation and that at the time of booking **your trip you** had no reason to believe that **you** would be made redundant. **You** must have had 2 years continuous employment with that employer.
- f. **your** presence being required to make **your** property safe and secure following fire, flood or burglary that causes damage at **your home** within 48 hours prior to **your** departure, or whilst **you** are away.
- g. **your** car becoming unusable as a result of theft, fire or **accident** within 7 days prior to **your** departure. This only applies if **you** are planning to go on a self-drive **trip** in the car.
- h. the injury or illness of **your** horse, dog or cat within 14 days prior to **your** departure or whilst **you** are away that requires emergency life saving surgery, as certified by **your** vet.

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule.
- b. anything not included in **You are covered** above.
- c. any directly or indirectly related claims if **you** or **your** travelling companions have;
  - i. any **existing medical condition**, as defined, or
  - ii. ever suffered from, been investigated, treated for or diagnosed with;
    - any cancer or malignant condition.
    - any lung related condition (other than stable, well controlled asthma that requires not more than 2 medications, including inhalers).
    - any heart related condition (including angina).
    - any circulatory condition (including hypertension, unless it is the only condition **you** have and it is well controlled).
- d. any claim related to the health of a **non-traveller** if **you** made arrangements for **your trip** in the knowledge that their state of health is likely to cause **you** to cancel or amend **your** travel plans.

**We** may agree not to apply (c) or (d) above or to accept this insurance at special terms if **you** supply **us** with details of **your** condition. Please contact **Worldwide** on **01892 833338**.

- e. 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.
- f. any costs incurred in respect of visas obtained in connection with the **trip**.

- g. disinclination to travel.
- h. claims arising from **your** anxiety, stress, depression or any other mental or nervous disorder unless **you** provide a medical certificate from a registered mental health professional stating that this necessarily prevented **you** from travelling.

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

#### Conditions

1. It is a requirement of this insurance that if **you**;
  - a. (for cancellation) become aware of any circumstances which make it necessary for **you** to cancel **your trip**, **you** must advise **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.
  - b. (for **curtailment**) wish to return **home** differently to **your** original plans and claim any additional costs under this insurance, **you** must contact **our** nominated emergency services and obtain their agreement to the new arrangements. Failure to do so will affect the assessment of **your** claim.
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.

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

## Section 2

### Emergency medical expenses

If **you** or an insured member of **your** travelling party have to go to hospital as an in-patient during **your trip**, require medical treatment that will cost more than £500 (or the equivalent in local currency) or need to travel **home** differently to **your** original plans, **our** nominated emergency service must be contacted BEFORE making any arrangements. If this is not possible because the condition requires immediate treatment to save life or limb, **our** nominated emergency service must be contacted as soon as possible thereafter (see condition (a) of section 2 - emergency medical expenses). Failure to obtain proper authorisation will mean the insurers are not liable for the expenses.

**You are covered** up to the amount shown in the benefits schedule for either the necessary costs incurred as a result of **your** unforeseen bodily injury, illness, death or complications arising as a direct result of pregnancy during **your trip** in respect of;

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

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule unless a recovery can be made under the terms of the EHIC or any other reciprocal agreement.

- b. any directly or indirectly related claims if **you** or **your** travelling companions have;
  - i. any **existing medical condition**, as defined, or
  - ii. ever suffered from, been investigated, treated for or diagnosed with;
    - any cancer or malignant condition.
    - any lung related condition (other than stable, well controlled asthma that requires not more than 2 medications, including inhalers).
    - any heart related condition (including angina).
    - any circulatory condition (including hypertension, unless it is the only condition **you** have and it is well controlled).
- c. any claim related to the health of a **non-traveller** if **you** made arrangements for **your trip** in the knowledge that their state of health is likely to cause **you** to cancel or amend **your** travel plans.

**We** may agree not to apply (b) or (c) above or to accept this insurance at special terms if **you** supply **us** with details of **your** condition. Please contact **Worldwide** on 01892 833338.

- d. 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.
- e. any treatment or surgery;
  - i. which is not immediately necessary and can wait until **you** return **home**.
  - ii. which in the opinion of **our** nominated emergency service is considered to be cosmetic, experimental or elective.
  - iii. carried out in **your home country** or more than 12 months after the expiry of this insurance.
- f. any expenses incurred after the date which, in the opinion of **our** nominated emergency service, **you** should be moved to an alternative facility or repatriated to **your home country**, but despite which advice, **you** decide not to be moved or repatriated.
- g. any expenses related to treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by **our** nominated emergency service.
- h. any expenses for treatment not related to the injury or illness which necessitated **your** admittance to hospital.
- i. normal pregnancy, without any accompanying bodily injury, illness or complication. This section is designed to provide cover for unforeseen events, **accidents** and illnesses and normal childbirth would not constitute an unforeseen event.
- j. exploratory tests unless they are normally conducted as a direct result of the condition which required referral to hospital.
- k. claims related to manual labour unless declared to and accepted by insurers.
- l. the additional costs of accommodation in a single or private room, unless it is medically necessary or there is no alternative.
- m. the costs of medication or treatment that **you** knew at the time of **your** departure would need to be continued during **your trip**.
- n. the costs of replacing or repairing false teeth or of dental work involving the use of precious metals.
- o. the costs of telephone calls, faxes, internet use and emails.

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

- a. in the event of any illness, injury, **accident** or hospitalisation involving anyone insured under this policy where the anticipated costs are likely to exceed £500 (or the equivalent in local currency) **you** must notify **our** nominated emergency service. They will direct **you** to an appropriate medical facility and may be able to guarantee costs on **your** behalf. If it is not possible to notify them in advance because the condition requires immediate treatment to save life or limb, **our** nominated emergency service must be contacted as soon as possible. Failure to do so will affect the assessment of **your** claim.

- b. wherever possible **you** must use medical facilities that entitle **you** to the benefits of any reciprocal health agreement such as the EHIC in Europe and MEDICARE in Australia.

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

## Section 3

### Hospital stay benefit

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

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

## Section 4

### Personal accident

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

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

Payment under this section in respect of all the consequences of an **accident** shall be limited in total to the amount shown in the benefits schedule.

In the event of **your** death within 12 months of the **accident**, the total payment will be limited to the amount shown for death.

'**Permanent total disablement**' means that for the 12 months following **your accident you** are totally unable to work in any and every occupation and at the end of that time there is no prospect of improvement.

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

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

- 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.

'**In flight**' means whilst travelling as a fare paying passenger in a properly licensed, multi-engined passenger carrying aircraft.

#### You are not covered for

- a. claims resulting from motorcycling or quad biking.
- b. claims arising out of **manual work**.
- c. 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.
- d. more than one of the benefits relating to the same injury.
- e. the contracting of any disease, illness and/or medical condition.
- f. the injection or ingestion of any substance.
- g. any event which directly or indirectly exacerbates a previously existing physical bodily injury.

#### Special condition relating to section 4 - personal accident

- a. the death benefit will be paid to the deceased person's estate.

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

## Section 5

### Travel delay and abandonment

**NOT AVAILABLE**

## Section 6

### Missed departure

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

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

#### **You are not covered for**

- a claim caused by a strike if it had started or been announced before **you** arranged this insurance or booked **your trip**, whichever is the later.
- a claim under this section if **you** have also claimed under section 5 - travel delay or section 10 - catastrophe & travel disruption from the same cause.
- any claim for more than the cost of the original booked **trip**.

#### **Conditions**

- if **your** travel itinerary requires **you** to use departure/arrival points in a different EU member country **your** cover will be as if **you** were still travelling from **your** Home Country with respect to claims coverage.
- you** must have planned to arrive at **your** departure point in advance of **your** earliest scheduled check-in time and provide a written report from the carrier, police or relevant transport authority confirming the delay and stating its cause.
- you** must obtain a report from repairers if **your** claim is because of **breakdown** or accident to **your** car.

Please also refer to the general exclusions and conditions.

## Section 7

### Baggage

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

- your baggage**
- your valuables**

**We may at our option replace, reinstate or repair the lost or damaged baggage.**

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

#### **You are not covered for**

- the amount of the excess shown in the benefits schedule in respect of each claim.
- more than the amount shown in the benefits schedule for any one item, pair or set in respect of **baggage** and **valuables**.
- any additional value an item may have because it forms part of a pair or set.
- baggage** stolen from an **unattended** motor vehicle between the hours of 9p.m and 8a.m or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- loss or theft of or damage to **valuables** whilst **unattended** unless locked in a hotel safe (or equivalent facility) or locked in **your** private accommodation.
- the loss of **valuables** overboard.
- breakage of fragile articles unless caused by fire or by an **accident** to the aeroplane, ship or vehicle in which they are being carried.
- loss or theft of or damage;
  - to household goods, bicycles, waterborne craft and their fittings of any kind.
  - to motor vehicles, trailers or caravans or any fixtures or accessories therein or thereon.
  - to watersports and **ski equipment**.
  - to contact lenses, dentures and hearing aids.
  - to **baggage** in transit unless reported to the carrier as soon as possible and a written Property Irregularity Report is obtained.
  - to **baggage** sent by post, freight or any other form of unaccompanied transit.
  - to **sports equipment** whilst in use.
  - caused by moth or vermin or by gradual wear and tear in normal use.
  - caused by any process of cleaning, repairing or restoring.
  - caused by leakage of powder or fluid from containers carried in **your baggage**.
  - to furs.

- mechanical or electrical **breakdown**.
- loss, theft or damage to business equipment, business goods, samples, tools of trade and other items used in connection with **your** business, trade, profession or occupation.

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

## Section 8

### Personal money

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

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

#### **You are not covered for**

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

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

## Section 9

### Loss of passport & travel documents

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

#### **You are not covered for**

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

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

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

#### **You are not covered for**

- loss or theft of anything left **unattended** in a public place, including a beach.
- loss or theft of **valuables**, **personal money**, passport and any item unless reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- loss of bonds or securities of any kind.
- delay, detention, seizure or confiscation by customs or other officials.

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

It is a requirement of this insurance that **you** must;

- in the event of a claim,
  - provide receipts or other documentation to prove ownership and value, especially in respect of **valuables**, and
  - retain any damaged items for **our** inspection.
- take care of **your** property at all times and take all practical steps to recover any item lost or stolen. Failure to exercise all reasonable care may result in **your** claim being reduced or declined.

Please also refer to the general exclusions and conditions.

## Section 10

### Catastrophe & travel disruption cover

**You are covered** up to the amount shown in the benefits schedule in respect of necessary additional travel and accommodation expenses incurred in the event that **you** are forced to move from pre-booked accommodation to continue **your trip** or, if the **trip** cannot be continued, to return **home** as a result of;

- fire, lightning or explosion rendering the pre-booked accommodation uninhabitable.
- local medical epidemic or directive from the responsible government or local authority directly affecting the area where the pre-booked accommodation is.
- hurricane, storm or other natural disaster that threatens **your** safety such that official evacuation orders are issued or that the pre-booked accommodation is rendered uninhabitable.

#### **You are not covered for**

- the amount of the excess shown in the benefits schedule in respect of each claim.
- your** own decision not to stay in your pre-booked accommodation when official directives from local or national authorities state that it is safe and acceptable to do so, unless the Foreign & Commonwealth Office deem otherwise.
- loss or Timeshare Points, fees and other administrative costs normally associated within a Timeshare membership programme. Loss of Air miles or loyalty card points.
- where no contractual liability exists or where no financial loss has been sustained.
- costs incurred if acting against the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling.
- any claims arising directly or indirectly from;
  - strike, industrial action or a directive advising against travel, or all but essential travel, to a country or specific area or event to which **you** are travelling, if it had started or been announced before you arranged this insurance or booked **your trip**, whichever is the later.
  - claims as a result of disruption or closure to airspace following emission of volcanic ash into the atmosphere.
  - the **public transport** on which **you** were booked to travel being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority.
- any claim where the circumstances giving rise to the claim were a matter of public knowledge prior to **your** departure for that area.

#### **Conditions**

It is a condition of this insurance that before any claim may be considered under this section;

- you** must provide a statement from the appropriate local authority and/or accommodation provider confirming the reason, nature and duration of the catastrophe leading to a claim under this section.
- you** must notify **our** nominated emergency service and obtain their prior authority before **you** make any arrangements to return **home** early.

Please also refer to the general exclusions and conditions.

## Section 11

### Personal liability

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

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

#### **You are not covered for**

- the amount of the excess shown in the benefits schedule in respect of each claim.
- any liability for;
  - bodily injury, illness or disease of any person who is **your relative**, a travelling companion, or under a contract of employment, service or apprenticeship with **you** when the bodily injury, illness or disease arises out of and in the course of their employment to **you**.
  - loss or damage to property belonging to or held in trust by or in the custody or control of **you** other than temporary accommodation occupied by **you** in the course of the journey;
  - bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use

by **you** or on behalf of **you** of aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns).

iv. bodily injury caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity.

v. fraudulent, dishonest or criminal acts of **you** or any person authorised by **you**.

vi. any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

vii. any claim assumed by **you** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

viii. punitive or exemplary damages.

#### Conditions

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

Please also refer to the general exclusions and conditions.

## Section 12

### Legal expenses

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

#### Definitions applicable to this section

**Legal expenses** means;

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

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

#### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim.
- any liability for;
  - any claim reported to **us** more than 12 months after the beginning of the incident which led to the claim.
  - legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**.
  - legal expenses** incurred before receiving **our** prior written approval, unless such costs would have been incurred subsequently to **our** approval.
  - legal expenses** incurred in connection with any criminal or wilful act committed by **you**.
  - legal expenses** incurred for any claim or legal proceedings brought against;
    - a travel agent, tour operator, carrier, insurer or their agent, or
    - us**, **you**, or any company or person involved in arranging this policy.
  - finances, compensation or other penalties imposed by a court or other authority.
  - legal expenses** incurred after **you** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or **you** not accepting an offer from **us** to settle a claim.
  - legal expenses** which **we** consider to be unreasonable or excessive or unreasonably incurred (as determined by **our** legal counsel).
  - actions between individuals named on the schedule.
  - legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

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

#### Conditions

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

Please also refer to the general exclusions and conditions.

## Section 13

### Business personnel replacement NOT AVAILABLE

**Cover under section 14 only applies if you have paid the appropriate premium for wintersports cover. This is only available with the Super level of cover.**

## Section 14

### Ski equipment & other expenses

**You are covered** up to the amounts shown in the benefits schedule, 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 **ski equipment** owned by **you**.
- loss or theft of, or damage to **ski equipment** hired by **you**.
- the cost of necessary hire of **ski equipment** following;
  - loss or theft of, or damage to, **your ski equipment** insured by **us**, or
  - the delayed arrival of **your ski equipment**, subject to **you** being deprived of their use for not less than 12 hours.

**We may at our option replace, reinstate or repair the lost or damaged ski equipment.**

#### You are not covered for

- the amount of the excess shown in the benefits schedule.
- ski equipment** stolen from an **unattended** motor vehicle between the hours of 9p.m and 8a.m or, if stolen at any other time, unless they were forcibly removed whilst locked either inside the vehicle or to a purpose designed ski rack.
- damage to **ski equipment** whilst in use for race training or racing.
- your** damaged **ski equipment** unless returned to **your** home country for **our** inspection.
- loss or theft of **ski equipment** not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- loss or theft of, or damage to, **ski equipment** whilst in transit unless reported to the carrier and a Property Irregularity Report obtained.
- loss or theft of, or damage to, **ski equipment** over 5 years old.

#### Special condition applicable to section 14

In respect of loss or damage to **ski equipment**, **we** will not pay more than the proportion shown below depending on the age of the equipment.

Age of equipment	Amount payable
Up to 1 year	85%
Up to 2 years	65%
Up to 3 years	45%
Up to 4 years	30%
Up to 5 years	20%
Over 5 years	NIL

Please also refer to the general exclusions and conditions.

## Section 15 - Ski pack - NOT AVAILABLE

## Section 16 - Piste closure - NOT AVAILABLE

### General exclusions

**You are not covered** for claims arising out of;

- loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter. Civil war, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. 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 section 2 – emergency medical expenses 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.
- you** travelling to an area that the Foreign and Commonwealth Office (or its equivalent in other EEA Countries) have advised against all, or all but essential travel.
- any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- you** being exposed to the utilisation of nuclear, chemical or biological weapons of mass destruction.
- loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other flying objects travelling at sonic or supersonic speeds.

7. **you** travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

8. **your** suicide or attempted suicide or **your** deliberate exposure to unnecessary danger (except in an attempt to save human life).

9. sexually transmitted diseases.

10. **your** excessive consumption of alcohol or use of drugs.

11. **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.

12. 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.

13. any claim which is as a result of **you** having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal.

14. **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.

15. **your** participation in activities of a hazardous nature except as listed on this page, unless declared to and accepted by **us**. **We** reserve the right to apply special terms and conditions (which may include additional premiums) and coverage will be subject to **your** compliance with them.

16. winter sporting activities, except wintersports as defined and the appropriate premium paid. In no event, however, is cover granted for wintersports if you are aged over 69.

17. scuba diving if you are:

- not qualified for the dive undertaken unless you are accompanied by a properly qualified instructor or,
- diving alone.

Cover applies to depths according to your qualifications but in any event no greater than 15 metres.

18. racing of any kind (other than on foot) and bloodsports.

19. **your** participation or engagement in manual work, professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions, flying except as a fare paying passenger in a fully licensed passenger-carrying aircraft.

20. **you** taking part in civil commotions or riots of any kind.

21. any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury, illness or disease.

22. **you** breaking or failing to comply with any law whatsoever.

23. any financial incapacity, whether directly or indirectly related to the claim other than as provided for under section 1 - cancellation or **curtailment** (e).

24. the bankruptcy or insolvency of a tour operator, travel agent, transport company or accommodation supplier.

25. loss, damage, liability, cost or expense caused deliberately or accidentally by:

- the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- any computer virus;
- 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.

26. a tour operator failing to supply advertised facilities.

27. any government regulation or act.

28. **you** travelling against any health requirement stipulated by the carrier, their handling agents or any other transport provider.

29. any search and rescue costs.

30. loss, damage, destruction, distortion, erasure, corruption or alteration of the Insured's personal Electronic Data from any cause whatsoever (including but not limited to Computer Virus).

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

31. failure to obtain the necessary passport, visa or permit for **your** trip.

32. 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 of 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 Section 2 – Emergency Medical Expenses as long as, prior to **your** trip commencing, the Foreign and Commonwealth Office had NOT advised against all (but essential) travel to **your** intended destination.

## General conditions

**You** must comply with the following conditions to have 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.

- you** must answer the important conditions relating to health truthfully and to the best of **your** knowledge and contact **us** if required. If **you** do not do so then any related claim may be reduced or rejected or **your** policy may become invalid.
- you** must tell **us** as soon as possible about any change in circumstances which affects **your** policy, including **you**, a travelling companion, a **business colleague or relative** receiving confirmation of a new or changed medical condition or currently being under medical investigation, change in sporting activity or leisure activities **you** intend to participate in during **your** trip or any additional person(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 such change. This may include **us** accepting a claim for the cancellation charges applicable at the 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.
- you** must tell **us** if **your** plans for **your** trip include travel to areas affected or threatened by war or similar risks as set out in general exclusion 1. **We** reserve the right not to cover such trips or, if **we** will cover them, to apply special terms or conditions and/or charge an additional premium as **we** think appropriate. No cover for such trips shall attach unless **you** accept such terms, including any additional premium, before **you** depart.
- you** must advise the claims handlers of any possible claim within 31 days of **your** return home. **You** must supply them with full details of all the circumstances and any other information and documents **we** may require.
- 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.
- 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.
- you** must assist **us** to obtain or pursue a recovery or contribution from any third party or other insurers (including the Department of Work and Pensions) by

providing all necessary details and by completing any forms.

- you** must take all reasonable steps to avoid or minimise any loss that might result in **you** making a claim under this insurance.
- 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.
- except for claims under section 3 - hospital stay benefit, section 4 - personal accident & section 5 - travel delay, this insurance shall only be liable for its proportionate share of any loss or damage that is covered by any other insurance.
- 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.
- 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.
- this insurance is non-transferable. If a trip is cancelled for any reason other than that described in section 1 - cancellation or **curtailment** then the cover for that trip terminates immediately and no refund of premium in whole or part will be made.
- you** must not act in a fraudulent manner. If **you** or anyone acting for **you**:
  - make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way, or
  - make a statement in support of a claim knowing the statement to be false in any way, or
  - submit a document in support of a claim knowing the document to be forged or false in any way, or
  - make a claim for any loss or damage caused by **your** wilful act or with **your** connivance, then;
    - we** will not pay the claim.
    - we** will not pay any other claim which has been or will be made under the policy.
    - we** may make the policy void from the date of the fraudulent act.
    - we** will be entitled to recover from **you** the amount of any claim already paid under the policy.
    - we** will not refund any premium.
    - we** may inform the police of the circumstances
- 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.

## Activities - Cover options

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

Please refer to Section 11 - Personal Liability for what we will and will not cover whilst participating in the listed activities.

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

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

## Activities

**This policy automatically covers you to undertake the activities listed below on an amateur basis.**

Abseiling;  
 Aerobics/Fitness Classes;  
 Angling;  
 Archaeological Digging;  
 Archery;  
 Assault Course;  
 Athletics;  
 Badminton;  
 Ballooning;  
 Banana Boating;  
 Baseball/Rounder/Softball;  
 Basketball/Korfbal/Netball/Volleyball;  
 Boating (any craft under 10m long, inside 12 mile limit);  
 Boardsailing;  
 Boules/Bowling;  
 Bungee jumping (max 3 jumps);  
 Camel Riding;  
 Canoeing/Kayaking (river and lake grades 1-3 only);  
 Clay Pigeon Shooting (no liability cover);  
 Climbing wall;  
 Conservation or charity work (hand tools only)  
 Cricket;  
 Croquet;  
 Curling;

Cycling (recreational). Including touring, not BMX, competition or stunting;  
 Dance;  
 Dinghy sailing (inside 12 mile limit);  
 Dog sleigh (not racing);  
 Dry slope Skiing;  
 Elephant Riding;  
 Falconry;  
 Fell (hill) walking/running (up to 3,000m);  
 Fencing;  
 Fishing/Deep sea Fishing;  
 Flying (in a light aircraft as a passenger, not piloting)  
 Football (recreational soccer)  
 Gliding (as a passenger, not piloting);  
 Golf;  
 Go-karting;  
 Handball;  
 Hill Walking/Orienteering/Rambling;  
 Hockey/Hurling/Lacrosse/Shinty;  
 Horse riding (no jumping or competition. No hunting);  
 Hot Air Ballooning (passenger);  
 Ice skating;  
 Jet Boating (passenger)  
 Jet skiing;  
 Kabaddi (Tag);  
 Kayaking (grade 1-3 rivers)  
 Kite buggying (single seat);  
 Kite flying (Traction);  
 Light Aircraft/Helicopter (passenger)  
 Motorcycling (on road, provided you hold an appropriate full licence and are wearing a helmet, max 14 days any one trip. Up to 125cc (excluding rallies and competitions));  
 Mountain biking (not competition or downhill)  
 Overland safaris (organised trips only. Must not involving the use of firearms)  
 Paintballing/war games (no liability cover);  
 Parascending / Parasailing (over water)  
 Pony trekking;  
 Racquetball;  
 Roller skating/Rollerblading/Inline Skating;  
 Rowing;  
 Running/Jogging  
 Sail boarding;  
 Sailing yachts (inside territorial waters);  
 Sailing in Territorial Waters (less than 12 miles from shore. Racing is excluded);  
 SCUBA; to 15m (providing you hold the appropriate qualification or are diving with an instructor);  
 Shooting: Target /Clay Pigeon  
 Skateboarding (no stunts. No liability cover);  
 Sledging/Tobogganing (recreational);  
 Sleigh riding (pulled by reindeer, horses or dogs);  
 Snooker;  
 Snorkelling;  
 Squash;  
 Surfing;  
 Swimming;  
 Table Tennis;  
 Tai Chi;  
 Ten Pin Bowling;  
 Tennis  
 Tobogganing;  
 Trampolining (recreational);  
 Trekking (below 4,000m);  
 Waterpolo;  
 Water skiing;  
 Water Tubing (open water);  
 White water Rafting: grade 1-2  
 Wind Surfing  
 Yoga  
 Zip Wire  
 Zorbing

## Special conditions and exclusions applicable to Rate 1 and Rate 2 activities.

**Please note** whilst participating in any of the activities listed under Rate 1 or Rate 2, the following will apply;

- no cover will be provided under section 4 - personal accident.
- any involvement in these sports and/or activities is subject to **your** compliance with local laws and regulations and the use of recommended safety equipment (such as a helmet, harness, knee and/or elbow pads)
- no cover will be provided under section 11 - personal liability.
- the policy excess under section 2 - emergency medical expenses will be increased to £200 per person per claim.

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

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

## Rate 1

**In addition to the activities listed above, the following activities will also be covered on an amateur basis and are subject to a 50% premium load.**

Acrobatics;  
 Black Water Rafting;  
 Boulderling (up to 4m with crash mat);  
 Boxing;  
 Bungee Jumping (more than 3 jumps);  
 Canoeing or Kayaking, grade 4 or over; Sea;  
 Cycling: event training;  
 Dancing: Professional;  
 Flying Light Aircraft: piloting as PPL holder;  
 Football: competitive, non professional;  
 Glacier Walking (2,000-4,000m);  
 Gliding: as pilot with necessary licence;  
 Gymnastics (competitive);  
 High Diving (up to 5m);  
 Kite Surfing;  
 Marathon Running;  
 Martial Arts(casual non-competitive);  
 Motorcycle Touring in Europe only (up to 125cc);  
 Outward-bound Pursuits;  
 Rapelling;  
 Rock Climbing (single pitch tethered climbs only);  
 Roller Hockey;  
 Rugby (non - professional);  
 Running: marathon / half-marathon;  
 Sailing: In International Waters, in-shore Regattas & Tall Ships, Dragon Boat racing;  
 Sandboarding;  
 SCUBA; 15.1m to 30m (providing you hold the appropriate qualification or are diving with an instructor);  
 Shark Diving;  
 Skate Boarding with Stunts;  
 Swimming: open Sea;  
 Track & Field events: Decathlon, Modern Pentathlon,  
 Triathlon (not exceeding Olympic distance);  
 Tree Climbing/Canopy walking;  
 Wake Boarding;  
 Water Polo;  
 Weight Lifting;  
 Whitewater Rafting / Canoeing:grade 3-4;  
 Working with animals (non professional & see manual work notes);  
 Wrestling;

## Rate 2

**In addition to the activities listed above, the following activities will also be covered on an amateur basis and are subject to a 100% premium load.**

American Football (Non-professional);  
 Canyoning;  
 Cattle (Dude) Ranching;  
 Circuit Driving (not Racing);  
 Flying Light Aircraft: Pilot Training;  
 Gaelic Football  
 Gliding: Pilot Training;  
 Heli skiing (with a qualified guide);  
 Horse Riding: Gymkhana/Show Jumping/Polo;  
 Ice Hockey;  
 Pelota (Jai Alai);  
 Roller Hockey;  
 Rugby union & league;  
 Sailing (more than 60 miles from a safe haven);  
 SCUBA: 30.1m to 40m (providing you hold the appropriate qualification or are diving with an instructor);  
 Ski Touring;  
 Via Ferrata;

**We** can arrange cover for a wide range of sports and activities. If the activity in which **you** are participating is not listed, please contact **Worldwide Travel Insurance Services Ltd** on **01892 833 338**.

## Complaints procedure

**We** are dedicated to providing **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 Worldwide Travel Insurance Services Ltd 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**.

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:

**Worldwide Travel Insurance Services Ltd**  
**Business Centre, 1-7 Commercial Road,**  
**Paddock Wood, Tonbridge,**  
**Kent,**  
**United Kingdom,**  
**TN12 6YT**

**Telephone: +44 (0) 1892 833338**

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

## Beyond your Insurer

Should **you** remain dissatisfied following the final written response, **you** may be eligible to refer **your** case to the Malta Office of the Arbitrator for Financial Services. The Office of the Arbitrator for Financial Services is an independent body that arbitrates on complaints about general insurance products. The Office of the Arbitrator 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 Arbitrator for Financial Services at the address given below:

**Office of the Arbitrator 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 Arbitrator 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 and privacy notice

### PROTECTING YOUR DATA

Protecting **your** privacy is very important to **us**.

### 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, 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:

The Information and Data Protection Commissioners,  
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.

## Important information

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

### 1. Denied boarding and cancelled flights

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

### 2. Long delays

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

### 3. Luggage

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

## 4. Death or injury

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

Full details are available at <http://ec.europa.eu/transport/passenger-rights/en/index.html>

## Manual work notes

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

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

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

In relation to iii. and iv. above personal accident and personal liability cover due to your participation in the work activity is excluded and in the event of an injury the excess under section 1 - emergency medical expenses will be increased to £200 and an excess waiver will not delete this increased excess.

## Reciprocal health agreements

### EU, EEA or Switzerland

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

### Australia

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