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Worldwide Travel Insurance EU Wording 2023/24 V2

# Worldwide Travel Insurance For Residents of Eligible EEA Countries



# Introduction

Welcome to your Worldwide Travel Insurance policy wording.

**Please note:** Terms shown in bold in this policy have the meanings given to them in the Definitions section on page 9.

This policy wording is only valid when issued in conjunction with a Worldwide Travel Insurance policy certificate and provided the required insurance premium has been paid.

# Who we are

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 <a href="https://www.mfsa.mt/financial-services-register/">www.mfsa.mt/financial-services-register/</a> or by contacting them on +356 2144 1155.

Starr Europe Insurance Limited have appointed Ibex Portugal as **Coverholder** and Worldwide Travel Insurance Services Limited as **Policy Administrator**, on behalf of Insurers and the **Coverholder** for certain administration and customer services.

Ibex Portugal – Corretora De Seguros, Unipessoal, LDA, Av Eng<sup>o</sup> Duarte Pacheco nº 26, 7.º andar, 1070-110 LISBOA are the EEA distribution partner for this product and are authorised and regulated by the ASF (Autoridade de Supervisão de Seguros e Fundos de Pensões) Number 619553792.

Worldwide Travel Insurance Services Limited are the Product Manufacturer, and this insurance is administered by Worldwide Travel Insurance Services on behalf of the **Coverholder**.

# **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.

# **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 documentation for a valid reason by sending 14 days notice to you at your last known address.

Valid reasons may include but are not limited to:

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

The 'cooling off' period does not apply if **you** have already departed on **your trip** when the policy is purchased.

## **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.

# **Benefits Schedule**

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. If **you** have chosen to double **your** excess this will be shown in **your** policy schedule and double the excess stated below will apply for each person and each section of each claim.

	Standard	Super	Elite	Excess
Cover Section	Please note: limits in brackets () refer to specific scenarios as detailed witin the Cover Section column.			
Section 1 - Cancellation or Curtailment 1.1 Limit 1.2 Cancellation as a result of COVID-19	£1,500 £1,500	£2,500 £2,500	£5,000 £5,000	£75* £75*
Section 2 - Emergency Medical Expenses Limit including emergency repatriation Including additional travel & accommodation expenses in respect of COVID-19 Including relatives additional expenses Including funeral expenses abroad Including emergency dental treatment Including necessary physiotherapy in your home country	£2,500,000 £2,000 £2,000 £5,000 £350 <b>NO COVER</b>	£5,000,000 £2,000 £2,000 £5,000 £350 <b>NO COVER</b>	£10,000,000 £2,000 £2,000 £5,000 £350 £600	£75 Nil Nil
Section 3 - Hospital Stay Benefit Limit (amount per day)	£300 (£10)	£500 (£20)	£1,000 (£50)	Nil
Section 4 - Personal Accident Limit for loss of sight, limb(s) or permanent total disablement Maximum payable in the event of death in flight Maximum payable in the event of death except in flight Maximum payable in the event of death if under 16	£10,000 £10,000 £5,000 £2,000	£25,000 £25,000 £5,000 £2,000	£50,000 £50,000 £10,000 £2,000	Nil
Section 5 - Travel Delay  After 12 hour delay [After 8 hours delay on Elite level of cover]  Each 12 hours thereafter [Each 8 hours thereafter on Elite level of cover]  Limit  Abandonment [after 24 hours]	£20 £10 £100 £1,500	£30 £15 £125 £2,500	£30 £20 £250 £5,000	Nil £75
Section 6 - Missed Departure Limit	£500	£1,000	£2,000	Nil
Section 7 - Baggage Limit Maximum per item, pair or set Valuables limit Emergency purchases	£1,000 £100 £200 £100	£1,000 £100 £200 £150	£1,500 £200 £300 £300	£75 Nil
Section 8 - Personal Money Limit Cash limit	£500 £200	£500 £200	£1,000 £400	£75
Section 9 - Loss of Passport and Travel Documents Limit	£250	£250	£500	Nil
Section 10 - Catastrophe and Travel Disruption Cover  10.1 Extended cancellation and curtailment  10.2 Extended travel delay and abandonment  After 8 hour delay  Each 8 hours thereafter  Limit  Abandonment  10.3 Extended accommodation cover  10.4 Extended missed departure	NO COVER	NO COVER	£5,000 £30 £20 £250 £5,000 £5,000 £2,000	£75
Section 11 - Personal Liability Limit	£2,000,000	£2,000,000	£2,000,000	£100
Section 12 - Legal Expenses Limit	£10,000	£25,000	£50,000	£100

<sup>\*</sup> Loss of deposit claims: £35 excess.

# **Optional Benefits Schedule**

While this policy covers **you** as standard for leisure, business **trips**, **cruise trips** and various activities, there are a range of optional extended benefits available to **you** upon payment of an additional premium. Please note that this is a summary of cover only. The optional sections of cover as shown below will only apply if **you** have paid the additional premium, per option, and each selected option is shown on **your** policy schedule

	Standard	Super	Elite	Excess
Optional Cover Section			() refer to specific ver Section colu	
Section 13 - Wintersports Optional Cover Cover under this section only applies if you have purchased an annual multi-trip policy or paid the wintersports premium for a single trip.  13.1 Ski equipment  Limit  Maximum per item, pair or set owned  Maximum per item, pair or set hired  13.2 Ski pack  13.3 Piste closure (amount per day)	£300 £200 £150 £200 £100 (£10)	£500 £300 £200 £300 £200 (£20)	£1,000 £600 £400 £600 £400 (£40)	£75 £75 Nil
Section 14 - Business Plus Optional Cover  14.1 Business equipment  Limit  Maximum per item, pair or set  14.2 Business samples  Maximum per item, pair or set  14.3 Business money  Limit  Cash limit  14.4 Delayed business equipment/hire [£100 per day limit]  14.5 Emergency courier of essential equipment after 12 hours  14.6 Business personnel replacement	£1,000 £250 £500 £250 £500 £250 £300 £200 £1,000	£1,500 £500 £750 £350 £500 £250 £400 £300 £2,500	£2,000 £1,000 £1,000 £500 £500 £500 £400 £5,000	£75 £75 £75 Nil Nil £75
Section 15 - Cruise Plus Optional Cover 15.1 Rejoin your cruise 15.2 Missed port departure 15.3 Cabin confinement (amout per day) 15.4 Cruise itinerary changes (amount per port) 15.5 Unused shore excursions 15.6 Cruise interruption	£250 £500 £500 (£50) £250 (£50) £250 £500	£500 £750 £750 (£75) £500 (£75) £500 £750	£750 £1,000 £1,000 (£100) £1,000 (£100) £750 £1,000	£75 Nil Nil £75 £75 Nil
Section 16 - Golf Cover Option  16.1 Golf equipment  Limit  Maximum per item  16.2 Golf equipment hire (amount per day)  16.3 Green fees (amount per day)	£1,000 £250 £200 (£40) £300 (£70)	£1,500 £350 £300 (£50) £400 (£80)	£2,000 £500 £400 (£60) £500 (£90)	£75 Nil Nil

Policy Features Table				
Annual Multi-trip Features		Single trip Features		
Maximum age at start of cover	Standard - 59 years Super - 74 years Elite - 74 years	Maximum age at date of travel	Standard - 59 years Super - 74 years Elite - 74 years	
Maximum duration per trip	Standard - 31 days Super - 45 days Elite - 62 days	Maximum period per trip if: - aged under 59 (Standard) - aged under 69 (Super & Elite)	Standard - 122 days Super - 122 days Elite - 122 days	
Business travel Home country trips*	Included  Not included on Standard but	Maximum period per trip if aged 70-74 years	Standard - No Cover Super - 45 days	
	included on Super and Elite		Elite - 45 days	
Family members can travel separately	Not included on Standard but included on Super and Elite	Business travel	Included	
Wintersports - up to a total maximum of	Standard - 10 days Super - 21 days Elite - 31 days			
Wintersports - maximum age	69 years	Wintersports - maximum age	69 years	

<sup>\*</sup>Minimum of 2 nights using pre-paid accommodation and/or transport.

# **Period of Insurance**

If you have paid the appropriate annual multi-trip travel insurance premium and you are under the maximum age for your chosen policy, the overall period of insurance shall be for 12 months starting from the date shown in your documentation. This insurance then covers an unlimited number of holiday, leisure or business trips starting within that period, except that no cover exists at all for a trip if it is intended to be for longer than the maximum number of days shown in the policy features table. Wintersports are covered up to the total shown in the policy features table in each period of insurance.

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

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.

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

- a. all cover must start on the day following purchase or expiry of your previous insurance.
- **b.** no cover applies in respect of **existing medical conditions** and no screening is available.
- c. If you make a claim within the 7 days after commencement of the policy a £250 excess will apply under Section 2 – Emergency Medical Expenses.
- **d.** the 14 day 'cooling off period' for cancelling the policy does not apply.

# **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 United Kingdom, Channel Islands, the Isle of Man and Ireland
Area 2	The continent of <b>Europe</b> (as defined), any country with a Mediterranean coastline (excluding Algeria, Libya, Syria and Israel).
Area 3	Australia and New Zealand
Area 4	Worldwide excluding North America
Area 5	Worldwide including North America

If you have bought the annual multi-trip option, you will be insured for travel within the following areas;

- a. Europe only area 1 & 2
- b. Worldwide excluding North America area 1, 2, 3 & 4
- c. Worldwide including North America area 1,2,3,4 & 5.

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

<u>Please note:</u> this policy does not cover **your** travel to a country or specific area or event to which the Travel Advice Unit of the UK Foreign, Commonwealth and Development Office (FCDO) or equivalent regulatory authority for the EEA country in which **you** ordinarily reside has advised against all, or all but essential travel.

# **Eligibility Criteria**

- This policy is only available if you are permanently resident in Belgium, Cyprus, France, Germany, Greece, Italy, Malta, the Netherlands, Poland, Portugal, Republic of Ireland or Spain 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.
- 3. You and your travelling companions named on this policy meet the age limits for cover as displayed in the policy features table. For annual multi-trip policies the age limit applies at the start date of your policy. For single trip policies the age limit applies on the day you first travel.
- 4. You may not be insured if you are going to take part in sports & activities where there is a generally recognised risk of injury. Please 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.

# **Important Notice**

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

#### 1. Insurance document

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

#### 2. Conditions and exclusions

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

## 3. Health

This insurance contains restrictions regarding 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.

## 4. COVID-19

This insurance covers medical expenses necessarily incurred by **you** for treatment of **COVID-19**, or symptoms thereof, subject to the terms and conditions of the policy. For the avoidance of doubt, **COVID-19** coverage is only applicable to Section 1.2 Cancellation Cover, Section 2 Emergency Medical Expenses & Repatriation and Section 3 Hospital Stay Benefit; and to no other section of this policy.

## 5. Property claims

These claims are paid based on the value of the goods at the time **you** lose them and not on a 'new for old' or replacement cost basis. Allowance will be made for their age and likely condition.

## 6. 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.

## 7. 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.

## 8. 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**.

## 9. Residency

This policy is only available if **you** are permanently **resident** in an **eligible EEA country** and have access to healthcare in **your home country**.

### 10. 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.

#### 11.Customer service

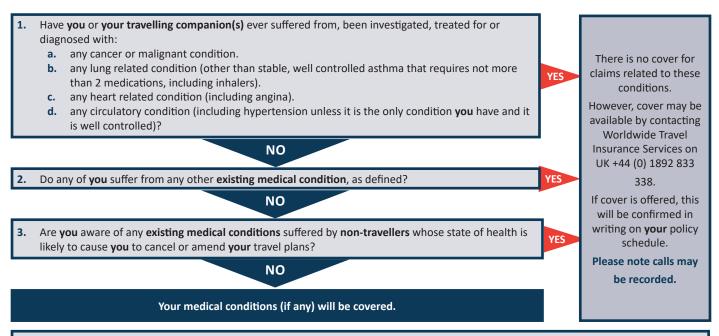
**We** always try to provide a high level of service. However if **you** think **we** have not lived up to **your** expectations, please refer to the complaints procedure on page 27.

#### 12. Fraudulent claims

It is a criminal offence to make a fraudulent claim.

# 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 Travel Insurance Services if necessary.



4. Are **you** planning to take part in any hazardous activities (see general exclusions 15-19)? If so, please contact Worldwide Travel Insurance Services on UK +44 (0) 1892 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 Travel Insurance Services on UK +44 (0) 1892 833 338 as soon as possible and **we** will be able to tell **you** if **we** can still offer you cover.

# 24-hour emergency medical assistance information

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

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

In the case of medical emergency please contact Global Response:

Tel: +44 (0) 2920 468 794

Email: operations@global-response.co.uk

Please quote WTIS EU 2023/24

# Payment for medical treatment abroad

If you are admitted to a hospital/specialist clinic while abroad, our nominated emergency service will, wherever possible, arrange for medical expenses covered by the policy to be paid direct to the hospital/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.

# How to make all other claims

For all claims other than medical emergencies the fastest and simplest way to make a claim is by using **our** online claims system. Alternatively, please request the appropriate claim form by telephoning the number below or via their website. Please quote WTIS EU 2023/24.

Online claims system:

www.submitaclaim.co.uk/wtiseu

**Email:** 

info@csal.co.uk

Telephone:

01702 427 172

Website:

www.csal.co.uk

By post:

Claims Settlement Agencies Ltd, 308-314 London Road, Hadleigh, Benfleet, Essex, SS7 2DD

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

# **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 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 or by emailing medicare@humanservices.gov.au. Alternatively please call our nominated emergency service for guidance. If you are admitted to hospital contact must be made with our nominated emergency service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

# **Important 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 <a href="http://ec.europa.eu/transport/passenger-rights/en/index.html">http://ec.europa.eu/transport/passenger-rights/en/index.html</a>

# **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.

**Business equipment** means computer equipment, communication devices and other business related equipment which **you** need in the course of **your** business, trade or profession, which is not insured on a company policy and is carried by **you** in the course of **your** business **trip**. The equipment must be owned by **your** employer or if **you** are self-employed it must be owned by **you**.

**Business money** means cash or money orders held by **you** for business purposes which is not insured on a company policy.

**Business samples** means business goods and samples taken on an insured journey by an Insured person and that are owned by **you** or **your** employer.

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

**Coverholder** means Ibex Portugal - Corretora De Seguros, Unipessoal, LDA Av Eng<sup>o</sup> Duarte Pacheco no 26, 7.0 and ar, 1070-110 LISBOA, Portugal, who acts solely as the disclosed and authorised agent and representative of **us**.

**Cruise** means living or travelling on a cruise ship for any period of time. No cover is provided for cargo ship travel.

**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.

**Eligible EEA country** means Belgium, Cyprus, France, Germany, Greece, Italy, Malta, the Netherlands, Poland, Portugal, Republic of Ireland or Spain.

**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 medical advice or consultation, referral to or consultation with a specialist or hospital for treatment, investigation, medication, treatment, tests or check up within the 24 months prior to;

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

Family means up to two adult partners and their dependent children under the age of 18 or 23 if still in full time education that are normally living together in one household. Cover for families shall apply where the appropriate premium has been paid. On annual multi-trip policies all insured persons are entitled to travel independently of each other providing all travellers are named on the policy schedule, unless you have purchased the Standard level of cover

**Golf equipment** means golf clubs, golf bag, trolley, golf balls and golf shoes.

**Home** means **your** normal place of residence in an **eligible EEA country**.

**Home country** means whichever **eligible EEA country** 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**.

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

**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.

#### Legal expenses means;

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

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

'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.

## Manual work means work that involves;

- hands-on use, installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, heavy power tools and industrial machinery, and
- 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 on UK +44 (0) 1892 833 338 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 27 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.

**'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.

**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.

**Policy Administrator** means Worldwide Travel Insurance Services Limited ("Worldwide"), Business Centre, 1-7 Commercial Road, Paddock Wood, Tonbridge, Kent, TN12 6Y, United Kingdom acting solely for and on behalf of Ibex Portugal as **Coverholder**.

**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 an **eligible EEA country** and have access to healthcare in **your home country**.

**Ski equipment** means skis, snowboards, ski-poles, bindings, skiboots 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. Each **trip** under annual multi trip cover is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this policy applying to each **trip**.

**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 semiprecious stones or metals.

**We**, **us** and **our** means the insurers, as detailed out on page 3 of this policy wording. **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 an eligible EEA country 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.

## Section 1.1 Cancellation or curtailment costs

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. Unforeseen injury, illness or death or 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 (this cover does not apply to quarantine due to, or symptoms of, COVID-19).
- 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.
- any directly or indirectly related claims if you or your travelling companions have;
  - i. any existing medical condition, as defined, or
  - 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) above or to accept this insurance at special terms if **you** supply **us** with details of your condition. Please contact Worldwide Travel Insurance Services on UK +44 (0) 1892 833 338.

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.

<u>Please note</u> 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 on pages 24 & 25.

# Section 1.2 - Cancellation cover as a result of COVID-19

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, notwithstanding General Exclusions 32 and 33, for cancellation as a result of an insured person testing positive for COVID-19 within 14 days of the trip departure date, or an insured person being admitted to hospital due to testing positive for COVID-19 within 28 days of the trip departure date.

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

# Special conditions applicable to section 1.2

If you wish to cancel your trip for the reasons specified above, you must:

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

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **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 £250 (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 (including COVID-19), 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. A maximum amount of £2,000 per insured person applies if you have to extend your trip because you have tested positive for COVID-19. Please see the Special Conditions Applicable to Section 2.b.

- c. 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.
- additional travel and accommodation expenses (on a bed & breakfast basis) for;
  - 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.
- e. 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.
- f. the cost of necessary physiotherapy incurred in your home country as a direct result of an injury sustained whilst on an insured trip and for which you received treatment abroad, if you have purchased the Elite level of cover.
- g. 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.
- any directly or indirectly related claims if you or your travelling companions have;
  - i. any existing medical condition, as defined, or
  - 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) above or to accept this insurance at special terms if **you** supply **us** with details of **your** condition. Please contact Worldwide Travel Insurance Services on UK +44 (0) 1892 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;
  - 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;
  - 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.

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- 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.
- 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.
- 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 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.
- any costs of COVID-19 testing, unless you are admitted to
  hospital as an in-patient outside of your home country, as a
  result of an accident or illness that is covered under Section 2 Emergency Medical Expenses.

<u>Please note:</u> 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 £250 (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.

# Special conditions applicable to section 2.b

For cover under Section 2.b above, it is a requirement if this insurance that **you**;

- a. provide, at your own expense, a positive official test result confirming your diagnosis of COVID-19. The test must be an approved PCR Test with a CE mark.
- b. return to your home country within 48 hours of your isolation period ending. In the event that multiple persons are insured on this policy, this requirement shall take effect from the end of the isolation period of the last insured person who received a diagnosis of COVID-19.
- c. have received the recommended number of doses of an approved COVID-19 vaccine (including any booster) recommended by the Government of the country in which you ordinarily reside, 14 days prior to your trip commencing. This vaccination requirement shall not apply where you were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in your medical records.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **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 (including for covered treatment for **COVID-19**) 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 on pages 24 & 25.

# **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.

## 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 on pages 24 & 25.

# **Section 5 - Travel Delay and Abandonment**

# **Travel delay**

You are covered up to the amount shown in the benefits schedule if the departure of the public transport on which you are booked to travel is delayed by at least the number of hours delay required for your level of cover, as shown in the benefits schedule; or

### **Abandonment**

If your departure from your home country is delayed for more than 24 hours and you choose to abandon your trip, instead of a payment for delay, you are covered for the cost of the trip, up to the maximum claimable under section 1 - cancellation or curtailment.

#### You are not covered

- a. for the amount of the excess shown in the benefits schedule.
- b. 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.
- c. if you fail to check-in on time.
- d. if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.
- e. to claim under this section if you have also claimed under section 6 - missed departure or section 10 - catastrophe & travel disruption cover from the same cause.

## **Conditions**

a. 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.

Please also refer to the general exclusions and conditions on pages 24& 25.

# **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;

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

## You are not covered for

- a. 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.
- b. 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.
- c. any claim for more than the cost of the original booked trip.
- d. any costs, expenses or compensation recoverable from a tour operator, airline, hotel or other service provider or that they are legally liable to pay.
- e. any amounts recoverable from any other insurance policy, bond, credit/debit card provider or from any other source.
- f. any extra costs incurred for accommodation or transport of a higher standard or fare category than that which you originally
- g. any expenses that would normally have been incurred during your trip.
- h. any claim unless;
  - you had planned to arrive at your departure point in advance of your earliest scheduled check-in time and provide a written report from the carrier, police or relevant transport authority confirming the delay and stating its cause.
  - you provide a report from the repairers if your claim is because of breakdown or accident to your car.

## **Conditions**

- a. 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.
- b. 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.
- c. 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 on pages

# 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;

- a. your baggage
- b. 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 items 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

- a. the amount of the excess shown in the benefits schedule.
- b. more than the amount shown in the benefits schedule for any one item, pair or set in respect of baggage and valuables.
- c. any additional value an item may have because it forms part of a
- d. 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.
- e. 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.
- f. the loss of valuables overboard.
- g. breakage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried.
- h. 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.
  - iii. to watersports and ski equipment.
  - iv. 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.
  - vi. to baggage sent by post, freight or any other form of unaccompanied transit.
  - vii. to sports equipment whilst in use.
  - viii. caused by moth or vermin or by gradual wear and tear in normal use.
  - caused by any process of cleaning, repairing or restoring. ix.
  - caused by leakage of powder or fluid from containers carried in your baggage.
  - xi. furs.
- i. mechanical or electrical breakdown.
- j. 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 on pages 24 & 25.

# **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

- a. the amount of the excess shown in the benefits schedule.
- **b.** loss or theft from an **unattended** motor vehicle at any time.
- **c.** 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.
- e. 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 on pages 24 & 25.

# Section 9 - Loss of Passport and 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

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

Please also refer to the special exclusions and conditions shown below and to the general exclusions and conditions on pages 24 & 25.

# Special Exclusions Applicable to Sections 7, 8 & 9

## You are not covered for

- a. loss or theft of anything left unattended in a public place, including a beach.
- **b.** 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.
- c. loss of bonds or securities of any kind.
- d. delay, detention, seizure or confiscation by customs or other officials.

# Special Conditions Applicable to Sections 7, 8 & 9

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

- a. in the event of a claim,
  - provide receipts or other documentation to prove ownership and value, especially in respect of valuables, and
  - ii. retain any damaged items for our inspection.
- b. 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 on pages 24 & 25.

# Section 10 - Catastrophe and Travel Disruption Cover

**Please note:** this section is only applicable if **you** have purchased the elite level of cover.

**You are covered** up to the amounts shown in the benefits schedule in respect of the following;

### 10.1 Extended cancellation or curtailment

The cover detailed under section 1 - cancellation or curtailment is extended to include necessary cancellation or curtailment of the planned trip as a result of the Travel Advice Unit of the UK Foreign, Commonwealth and Development Office (FCDO) or equivalent regulatory authority for the EEA country in which you ordinarily reside, or the World Health Organisation (WHO) or regulatory authority in a country to/from which you are travelling issuing a directive:

- a. prohibiting all travel or all but essential travel to, or
- b. recommending evacuation from,

the country or specific area or event to the nearest country or specific safe area, from where **you** were travelling, providing the directive came into force after **you** purchased this insurance, or, booked the **trip** (whichever is the later), and in the case of **curtailment**, after **you** had left **your home country** to commence the **trip**.

## 10.2 Extended travel delay and abandonment

The cover detailed under section 5 - travel delay & abandonment is extended to include;

- a. any irrecoverable unused travel and accommodation costs if you have to abandon your trip as a result of you being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours.
- suitable additional travel and accommodation costs (room only to the equivalent standard or lesser standard) incurred in reaching your overseas destination and/or in returning to your home country as a result of;
  - the public transport on which you were booked to travel being cancelled, delayed for more than 24 hours, diverted or re-directed after take-off, or
  - ii. you being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours.

If the same expenses are also covered under section 6- missed departure  ${\bf you}$  can only claim for these under one section for the same event.

- The amount payable will be calculated after deduction of the amount of the refund on **your** ticket(s) together with any compensation from the **public transport** operator.
- necessary additional travel and accommodation expenses incurred if;
  - i. during your outbound journey or transfer from the arrival airport or station to your booked resort you are delayed by more than 8 hours beyond the scheduled arrival time as a result of the closure of roads or railways that is caused by avalanches, snowfall or after extreme weather conditions.
  - ii. you elect to abandon your trip and return home following such a delay that has required you to find alternative accommodation for at least 2 nights.

# 10.3 Catastrophe & travel disruption cover related to pre-booked accommodation

## Either:

- a. your proportionate share of irrecoverable unused accommodation costs (including unused, non-refundable prebooked excursions and attraction tickets up to £200) which you have paid or are contracted to pay, or
- necessary additional travel and accommodation expenses incurred to an equivalent value and standard 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;

- local medical epidemic or directive from the responsible government or local authority directly affecting the area where the pre-booked accommodation is.
- ii. fire, flood, earthquake, explosion, tsunami, landslide, avalanche, hurricane, volcanic eruption, 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 can only claim under one of subsections a) or b) above, not both. If the same costs and charges are also covered under section 1 - cancellation or curtailment you can only claim for these under one section for the same event.

# 10.4 Extended missed departure

Section 6 - missed departure is extended to provide cover in the event that **you** are denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours. If the same expenses are also covered under section 6 – missed departure **you** can only claim for these under one section for the same event.

#### You are not covered for

- **a.** the amount of the excess shown in the benefits schedule.
- b. 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 UK Foreign, Commonwealth and Development Office (FCDO) or equivalent regulatory authority for the EEA country in which you ordinarily reside, deem otherwise.
- c. any costs, expenses or compensation payable by or recoverable from a carrier, travel agent, tour operator, tour organiser, airline, hotel, credit card company or other service provider.
- d. loss or Timeshare Points, fees and other administrative costs normally associated within a Timeshare membership programme. Loss of Air miles, air mile points and loyalty card points.
- where no contractual liability exists or where no financial loss has been sustained.
- f. costs incurred if acting against the Travel Advice Unit of the UK Foreign, Commonwealth and Development Office (FCDO) or equivalent regulatory authority in the EEA country in which you ordinarily reside or the World Health Organisation (WHO) or regulatory authority in a country to/from which you are travelling.
- g. any claims arising directly or indirectly from;
  - i. 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.
  - ii. claims as a result of disruption or closure to airspace following emission of volcanic ash into the atmosphere.
  - iii. 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 claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19.

## **Conditions**

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

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

- c. you must notify the travel agent, tour operator or provider of transport or accommodation as soon as you find it necessary to cancel the trip. If you fail to do so then the amount we will pay will be limited to the cancellation charges that would have otherwise applied.
- d. you must check in according to the booked itinerary unless the tour operator or public transport operator has requested you not to travel to the intended departure point.
- e. you must comply with the terms of the contract of the public transport operator and seek financial compensation, assistance or a refund of your ticket from them, in accordance with the terms and/or (where applicable) your rights under the EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **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;

- a. accidental bodily injury, including death, illness (unless this was related to a pandemic and/or epidemic, including but not limited to COVID-19, which is excluded under General Exclusions 32 & 33) and disease to a person, and/or
- **b.** accidental loss of or damage to material property (property that is both material and tangible).

### You are not covered for

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

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## **Conditions**

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

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **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** (unless this was related to a pandemic and/ or epidemic, including but not limited to **COVID-19**, which is excluded under General Exclusions 32 and 33) during **your trip**.

#### You are not covered for

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

## **Conditions**

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

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **Section 13 - Wintersports Optional Cover**

Cover under this section only applies if you have purchased an annual multi-trip policy or paid the wintersports premium for a single trip.

## 13.1 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;

- a. loss or theft of, or damage to ski equipment owned by you.
- b. loss or theft of, or damage to ski equipment hired by you.
- c. the cost of necessary hire of ski equipment following;
  - 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

- a. the amount of the excess shown in the benefits schedule in respect of each claim.
- **b. 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.
- c. damage to ski equipment whilst in use for race training or racing.
- d. your damaged ski equipment unless returned to your home **country** for **our** inspection.
- e. 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.
- f. loss or theft of, or damage to, ski equipment whilst in transit unless reported to the carrier and a Property Irregularity Report
- g. loss or theft of, or damage to, ski equipment over 5 years old.
- **h.** loss or theft of **ski equipment** left unattended in a public place.

## Special condition applicable to Section 13.1

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 on pages 24 & 25.

# 13.2 Ski Pack

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

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

## You are not covered

- a. for the amount of the excess shown in the benefits schedule in respect of each claim.
- b. for loss or theft 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.

Please also refer to the general exclusions and conditions on pages

## 13.3 Piste closure

Valid for the period 15th December to 31st March only.

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

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

#### You are not covered

- a. if you arranged this insurance or booked your trip within 14 days of departure and at that time there was a lack of snow in your planned resort such that it was likely to be not possible to ski.
- b. any circumstances where transport costs, compensation or alternative skiing facilities are provided to you.

## **Conditions**

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

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **Section 14 - Business Plus Cover Option**

The following option only applies if you have paid the appropriate additional premium as shown on your policy schedule.

# 14.1 & 14.2 Business equipment & business samples

You are covered up to the amount shown in the benefits schedule for the value or repair of your business equipment or business samples as a result of their accidental loss, theft, damage or destruction (after allowing for wear, tear and depreciation).

## You are not covered for

- a. the amount of the excess shown in the policy options benefits schedule in respect of each claim.
- b. claims arising out of your participation or engagement of manual work in connection with your business, trade, profession or
- **c.** more than the amount shown in the policy options benefits schedule for any one item, pair or set. In the event of a claim for a pair or set of articles we shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed, up to a maximum of £200 in total for any one claim if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
- d. loss or theft of your business equipment or business samples not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- e. loss or theft of or damage;
  - to your business equipment or business samples in transit unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your business equipment or business samples is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.

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- ii. caused by leakage of powder or liquid from containers carried in your baggage.
- caused by moth or vermin or by gradual wear and tear in normal use.
- iv. to your business equipment or business samples whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
- to your business equipment or business samples which is being carried on a vehicle roof rack.
- vi. to your business equipment or business samples stolen from an unattended motor vehicle, unless they have been taken between the hours of 8am and 8pm local time from a locked roof box, locked rear boot or luggage area whilst out of sight and there is evidence of forced entry, which is confirmed by a police report, except motor homes, provided they are stored out of view.
- vii. to your business equipment or business samples sent by post, freight, any form of unaccompanied transit or under a Bill of Lading.
- **f.** claims arising from delay, detention, seizure or confiscation by customs or other officials.
- g. any breakage of fragile items unless the breakage is caused by fire or an accident involving the vehicle in which you are being carried
- h. damage to, loss or theft of your business equipment or business samples, if it has been left in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- i. laptop computers and/or accessories, photographic, audio, video, electrical and computer equipment carried in 'checkedin' baggage, or not carried in your hand luggage while you are travelling on public transport.
- j. any claim if you have claimed under another policy section or policy option.

Please note **you** should make claims relating to loss, theft or damage of **your business equipment** or **business samples** while being held by an airline, to the airline first. Any money **you** get under this policy will be reduced by the amount of compensation **you** receive from the airline for the same event.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# 14.3 Business money

**You are covered** up to the amount shown in the benefits schedule for the loss or theft of **business money** during **your trip**, which is **your** property (if self-employed) or **your** employer's property whilst being carried on **your** person or left in a locked safety deposit box.

## You are not covered for

- **a.** the amount of the excess shown in the policy options benefits schedule in respect of each claim.
- b. loss or theft of your business money not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- any loss if you have not taken necessary steps to prevent a loss happening.
- d. loss or theft of business money that is;
  - i. not on your person, or
  - ii. not deposited in a safe, a safety deposit box or similar fixed container in your trip accommodation.
  - iii. loss or theft of business money that does not belong to your employer or you, if you are self employed.
  - iv. loss or theft of travellers cheques, if the issuer provides a replacement service.
  - depreciation in value, currency changes or shortage caused by any error or omission.
- **e.** claims arising from delay, detention, seizure or confiscation by customs or other officials.
- f. anything that can be replaced by the issuer.
- g. claims where you or your employer are unable to provide

- receipts or other proof of ownership wherever possible for the items being claimed.
- any claim if you have claimed under another policy section or policy option.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# 14.4 Delayed Business Equipment/Hire

You are covered up to the amount shown in the benefits schedule if your business equipment is accidentally lost, stolen, damaged, destroyed, misdirected or delayed in transit by more than 12 hours, for the cost of hiring necessary business equipment for each 24 hour period you are without your business equipment.

## You are not covered for

- a. loss or theft of your business equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- **b.** any claim for loss or theft of **business equipment** that **you** have claimed for under another policy section or policy option.
- c. loss or theft of or damage;
  - i. to business equipment in transit unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your business equipment is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
  - ii. caused by leakage of powder or liquid from containers carried in your baggage.
  - caused by moth or vermin or by gradual wear and tear in normal use.
  - iv. to business equipment whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
  - to business equipment which is being carried on a vehicle roof rack.
  - vi. to business equipment stolen from an unattended motor vehicle, unless they have been taken between the hours of 8am and 8pm local time from a locked roof box, locked rear boot or luggage area whilst out of sight and there is evidence of forced entry, which is confirmed by a police report, except motor homes, provided they are stored out of view.
  - vii. to business equipment sent by post, freight, any form of unaccompanied transit or under a Bill of Lading.
- claims arising from delay, detention, seizure or confiscation by customs or other officials.
- e. damage to, loss or theft of your business equipment, if it has been left in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- f. laptop computers and/or accessories, photographic, audio, video, electrical and computer equipment carried in 'checked-in' baggage, or not carried in your hand luggage while you are travelling on public transport.
- g. any claim if you have claimed under another policy section or policy option.
- h. any claim for business equipment delay, if you cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of the delay.
- i. claims where you or your employer are unable to provide receipts or other proof of ownership wherever possible for the items being claimed.

<u>Please note</u> you should make claims relating to loss, theft or damage of your business equipment while being held by an airline, to the airline first. Any money you get under this policy will be reduced by the amount of compensation you receive from the airline for the same event..

Please also refer to the general exclusions and conditions on pages 24 & 25.

# 14.5 Emergency courier of essential equipment

You are also covered up to the amount shown in the benefits schedule for any emergency courier expenses you have necessarily incurred, in obtaining and replacing any business equipment that is covered under business equipment and which cannot be hired locally at a lower cost and is which is essential to your intended business itinerary after theft or damage, or if your business equipment is misdirected or delayed in transit by more than 12 hours. you must keep receipts for all courier expenses you incurred.

#### You are not covered for

- a. loss or theft of your business equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- **b.** any claim for loss or theft of **business equipment** that **you** have claimed for under another policy section or policy option.
- c. loss or theft of or damage;
  - i. to business equipment in transit unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your business equipment is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
  - ii. caused by leakage of powder or liquid from containers carried in your baggage.
  - iii. caused by moth or vermin or by gradual wear and tear in normal use.
  - iv. to business equipment whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
  - to business equipment which is being carried on a vehicle roof rack.
  - vi. to business equipment stolen from an unattended motor vehicle, unless they have been taken between the hours of 8am and 8pm local time from a locked roof box, locked rear boot or luggage area whilst out of sight and there is evidence of forced entry, which is confirmed by a police report, except motor homes, provided they are stored out of view.
  - vii. to business equipment sent by post, freight, any form of unaccompanied transit or under a Bill of Lading.
- **d.** claims arising from delay, detention, seizure or confiscation by customs or other officials.
- e. damage to, loss or theft of your business equipment, if it has been left in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- f. laptop computers and/or accessories, photographic, audio, video, electrical and computer equipment carried in 'checked-in' baggage, or not carried in your hand luggage while you are travelling on public transport.
- g. any claim if you have claimed under another policy section or policy option.
- h. any claim for business equipment delay, if you cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of the delay.
- claims where you or your employer are unable to provide receipts or other proof of ownership wherever possible for the items being claimed.

<u>Please note</u> you should make claims relating to loss, theft or damage of your business equipment while being held by an airline, to the airline first. Any money you get under this policy will be reduced by the amount of compensation you receive from the airline for the same event.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 14.6 Business personnel replacement

**You are covered** up to the amount shown in the benefits schedule for necessary additional travel and accommodation expenses (on a bed & breakfast basis) for **you** or a **business colleague** to complete essential business commitments that were left unfinished by **your** death, injury or **illness** occurring during **your trip**.

#### You are not covered for

- **a.** the amount of the excess shown in the benefits schedule in respect of each claim.
- anything that you are not covered for under section 2 emergency medical expenses.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# Section 15 - Cruise Plus Cover Option

The following option only applies if **you** have paid the appropriate additional premium as shown on **your** policy schedule.

# 15.1 Rejoin your cruise cover

**You are covered** up to the amount shown in the benefits schedule for necessary additional travel expenses by the most direct route and additional accommodation (room only) that is agreed by **us** to reach;

- a. the next docking port in order to re-join the cruise, or
- to the final destination of your cruise, following your temporary illness or injury requiring hospital treatment on dry land which is covered under section 2 emergency medical expenses.

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

#### You are not covered for

- **a.** the amount of the excess shown in the policy options benefits schedule in respect of each claim.
- **b.** any costs where transportation or accommodation costs are payable or refundable by the **cruise** operator.
- c. any claim arising directly or indirectly from any Existing medical condition(s) unless you have declared these to us and we have written to you accepting them for insurance.
- d. any claim as a result of an Insured person being a hospital in-patient where the condition was not covered under section 2 emergency medical expenses, or where we have not been contacted and/or a recommended hospital has not been appointed by us and where you have not obtained a medical certificate from the medical practitioner in attendance confirming it was medically necessary for you to accompany and assist an Insured person admitted as an in-patient for an insured condition.
- e. any travel costs where you failed to contact us for approval prior to arranging travel and so we could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined.
- f. any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19, which is excluded under General Exclusions 32 and 33. This exclusion does not apply to 15.1a of the 'you are covered for' section.
- g. for any claim where a relative, travelling companion or close business colleague not insured on the policy contracts or shows symptoms of COVID-19.

## Special conditions applicable to Section 15.1a

- a. For the cover to be valid you must not have had symptoms or a positive diagnosis of COVID-19 at the point which you booked your trip, at the point of departure of your trip or purchased your policy.
- b. You must have received the recommended number of doses of an approved COVID-19 vaccine (including any booster) recommended by the Government of the country in which

you ordinarily reside, 14 days prior to your trip commencing. This vaccination requirement shall not apply where you were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in your medical records.

c. For claims related to a pandemic and/or epidemic and/or related compulsory quarantine, you must provide at your own expense, a positive official test result confirming your diagnosis of COVID-19. The test must be an approved PCR Test with CE mark.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# 15.2 Missed port departure

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

- a. the failure of scheduled public transport, or
- an accident to or breakdown of the vehicle in which you are travelling, or
- an accident or breakdown occurring ahead of you on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which you are travelling, or
- d. strike or industrial action or adverse weather conditions.

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

#### You are not covered for

- a. claims arising directly or indirectly from;
  - i. strike or Industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by you or the date your trip was booked whichever is the later.
  - ii. an accident to or breakdown of the vehicle in which you are travelling for which a professional repairers report is not provided
  - iii. breakdown of any vehicle in which you are travelling if the vehicle is owned by you and has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - iv. withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a port authority or any such regulatory body in a country to/from which you are travelling.
- additional expenses where the scheduled public transport operator has offered suitable alternative travel arrangements.
- c. additional expenses where your planned arrival time at the port is less than 3 hours in advance of the sail departure time if you are travelling independently and not part of an integrated cruise package.
- d. any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19, which is excluded under General Exclusions 32 and 33.

# Special conditions relating to Missed port departure

- a. in the event of a claim arising from any delay arising from traffic congestion you must obtain written confirmation from the police or emergency breakdown services of the location, reason for and duration of the delay.
- b. You must allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver you to the departure point.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 15.3 Cabin confinement

**You are covered** up to the amount shown in the benefits schedule for each 24 hour period that **you** are confined by the ship's medical officer, to **your** cabin or stateroom due to **your** compulsory quarantine, or for medical reasons during the period of the **trip**.

#### You are not covered for

- a. any claim arising directly or indirectly from any Existing medical condition(s) unless you have declared all Existing medical condition(s) to us and we have written to you accepting them for insurance.
- b. any confinement to your cabin where you are unable to provide written confirmation from your ship's medical officer confirming you were confined to your cabin, the reason for and the length of your confinement.
- c. any additional period of confinement or compulsory quarantine;
  - relating to treatment or surgery, including exploratory tests, which are not directly related to the injury or illness which made your confinement necessary.
  - **ii.** following **your** decision not to be repatriated after the date when in **our** opinion, it is safe to do so.
- d. confinement or necessary quarantine;
  - i. relating to any form of treatment or surgery which in our opinion (based on information received from the ship's doctor or other medical practitioner in attendance) can be delayed until your return to your home country.
  - ii. as a result of a tropical disease where you had not had the recommended inoculations and/or taken the recommended medication.
- any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19, which is excluded under General Exclusions 32 and 33.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 15.4 Cruise itinerary changes

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

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

## You are not covered for

- **a.** the amount of the excess shown in the policy options benefits schedule in respect of each claim.
- b. claims arising from a missed port caused by strike or industrial action if the strike or industrial action was notified at the time that the insurance was purchased.
- c. any claim arising from your ship's failure to put people ashore due to the mechanical or operational failure of the ship's tender (or any other boat used to transport passengers to shore).
- **d.** Your failure to attend the excursion as per your itinerary.
- any claim where a monetary amount, including but not limited to on board credit or other compensation, has been offered to you by the ship or tour operator.
- f. any claim where you do not have written confirmation from your cruise operator, carrier or tour operator confirming your scheduled port visit was cancelled.
- g. any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19, which is excluded under General Exclusions 32 and 33.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 15.5 Unused shore excursions

**You are covered** up to the amount shown in the benefits schedule for the cost of pre-booked, prepaid and non-refundable excursions, which **you** were unable to use as a direct result of being a hospital inpatient or being confined to **your** cabin, due to an **accident** or **illness** which is covered under section 2 – emergency medical expenses of the policy.

### You are not covered for

- a. the amount of the excess shown in the policy options benefits schedule
- any claim as a result of being a hospital in-patient where we have not been contacted and/or a recommended hospital has not been appointed by us.
- c. any claim arising directly or indirectly from any Existing medical condition(s) unless you have declared all Existing medical condition(s) to us and we have written to you accepting them for insurance.
- d. any claim as a result of cabin confinement where written confirmation is not provided by your ship's medical officer that you were confined to your cabin and confirming the length of your confinement.
- e. any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19, which is excluded under General Exclusions 32 and 33.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 15.6 Cruise interruption

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

- a. to reach the next docking port in order to re-join the cruise, or
- to reach the final destination of your cruise, following your cruise being necessarily and unavoidably interrupted as a result of;
  - i. Your passport being lost after your international departure but before embarkation of your planned cruise or during disembarkation ashore on one of the scheduled stops as a result of loss or theft, or
  - ii. it being deemed medically necessary by a medical practitioner for you to accompany and assist an Insured person who is admitted as an in-patient that is covered under section 2 – emergency medical expenses of the policy, or
  - iii. You being detained by local police as a result of being a witness or being required to give evidence as a result of your participation in a road traffic accident, or criminal investigation where you are not the accused.

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

## You are not covered for

- a. any claim for loss of passport not reported to the police or other authority within 48 hours of discovery and which you do not get a written report.
- b. any travel costs where you failed to contact us for approval prior to arranging travel and so we could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined.

- c. any claim as a result of an Insured person being a hospital in-patient where the condition was not covered under section 2 emergency medical expenses of the policy, or where we have not been contacted and/or a recommended hospital has not been appointed by us and where you have not obtained a medical certificate from the medical practitioner in attendance confirming it was medically necessary for to accompany and assist an Insured person admitted as an in-patient for an insured condition.
- d. any claim arising directly or indirectly from any Existing medical condition(s) unless the Insured person has declared all Existing medical condition(s) to us and we have written to them accepting them for insurance.
- e. any claim where you have been detained by local police that is not evidenced by a written report from the local police confirming the reason and period of your detention, or reason and period in which you were required to give evidence, that necessitated you missing the scheduled departure of your cruise.
- f. any claims related to a pandemic and/or epidemic and/or related compulsory quarantine, including but not limited to COVID-19, which is excluded under General Exclusions 32 and 33.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# **Section 16 - Golf Cover Option**

The following option only applies if **you** have paid the appropriate additional premium as shown on **your** policy schedule.

# 16.1 Golf equipment

**You are covered** up to the amount shown in the benefits schedule, for **accidental** loss, theft of or damage to **golf equipment** which **you** own. Within this amount the following sub-limits apply;

- a. the maximum we will pay you for any one club or one piece of golf equipment is shown in the policy options benefits schedule. If you cannot provide an original receipt, valuation report or other satisfactory proof of ownership and value to support the claim, payment for any one article, will be limited to a maximum of £50. Evidence of replacement value is not sufficient.
- b. the maximum we will pay in total for all items lost, damaged or stolen in any one incident is limited to £250 if you cannot provide satisfactory proof of ownership and value.

#### You are not covered for

- a. the amount of the excess shown in the policy options benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your benefits schedule.
- b. more than the amount shown in the policy options benefits schedule per single club or single item of golf equipment.
- c. wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning.
- d. loss or theft of your golf equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- e. any golf equipment or documents you lose or that are stolen or damaged during your trip, unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your golf equipment is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
- claims arising from delay, detention, seizure or confiscation by customs or other officials.
- g. claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading.
- damage to, loss or theft of golf equipment, which is being carried on a vehicle roof rack.
- i. damage to, loss or theft of golf equipment, if it has been left;
  - i. unattended in a place to which the public have access,
  - ii. left in an unattended motor vehicle unless in a locked boot and out of sight, or
  - iii. in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- j. any claim for damage to golf equipment whilst in use.
- k. claims arising from weather conditions resulting from the failure to protect items.
- any claim if you have claimed under another policy section or policy option.

<u>Please note</u> our liability is solely based upon the value of the **golf** equipment which has been lost, stolen or damaged and would not extend to the replacement of **your** whole set of woods, or irons in the event of a claim being made for one item.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 16.2 Golf equipment hire

You are covered for the necessary cost of hiring replacement golf equipment as a result of the accidental loss, theft or damage of your golf equipment during the period of insurance, or if your golf equipment is certified by the carrier to have been lost or misplaced on the outward journey of a trip for a period more than 24 hours, then we will pay you up to the amount shown in the policy options benefits schedule to hire replacement golf equipment.

<u>Please note</u> you must provide receipts and a report from the carrier confirming the length of the delay, otherwise no payment will be made.

#### You are not covered for

 a. any claim arising in connection with a trip solely within your home country.

Please also refer to the general exclusions and conditions on pages 24 & 25.

## 16.3 Green fees

**You are covered** up to the amount shown in the policy options benefits schedule for the proportionate value of any pre-paid green fees, **golf equipment** hire fees or tuition hire fees which are confirmed as non-refundable and not used due to;

- a. you being involved in an accident or your sickness or injury, as certified by a medical practitioner, which prevents you participating in the pre-paid golfing activity, or
- b. loss or theft of documentation which prevents you participating in the pre-paid golfing activity, or adverse weather conditions which causes the closure of the golf course, confirmed in writing by the golf club.

#### You are not covered for

- a. any claim arising directly or indirectly from any Existing medical condition(s) unless you have declared these to us and we have written to you accepting them for insurance.
- claims arising directly from a medical condition which is not substantiated by a report from the treating doctor confirming your inability to play golf.
- c. loss or theft not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred. In the case of an airline, a Property Irregularity Report (PIR) will be required.
- **d.** any claims relating to loss or theft of documentation, or closure of the course due to adverse weather conditions that are not substantiated in writing by the golf club.
- claims arising for loss, theft or damage to documentation shipped as freight or under a Bill of Lading.
- f. claims arising for documentation left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the documentation.
- g. claims arising for loss, theft or damage of documentation from an unattended motor vehicle, unless taken from a locked boot or roof rack (which is itself locked to the roof of a vehicle) between 8am to 8pm local time and there is evidence of damage or forced entry which is confirmed by a written police report.

Please also refer to the general exclusions and conditions on pages 24 & 25.

# Special conditions relating to the Golf Insurance sections

- **a. we** have the option to either pay **you** for the loss, or replace, reinstate or repair the items concerned.
- b. claims are paid based on the value of the goods at the time that they are lost and not on a 'new for old basis' or replacement cost basis; thus a deduction is made for wear, tear, and depreciation, bearing in mind the age of the items.
- you must take suitable precautions to secure the safety of your golf equipment, and must not leave it unsecured or unattended

- or beyond **your** reach at any time in a place to which the public have access.
- d. if claiming for your goods that were stolen or lost you should produce proof of ownership and proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim. The maximum we will pay for all pieces of golf equipment lost, damaged or stolen in any one incident is limited to £200 in total if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
- e. you must report loss of golf equipment to the local police, the carrier, the hotel or accommodation management or to the tour operator representative as appropriate, within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred. Damage to golf equipment in transit must be reported to the carrier before you leave the baggage hall and a Property Irregularity Report (PIR) must be obtained.
- f. you should make any claims about losing your golf equipment or it being damaged or delayed while being held by an airline, to the airline first. Any money you get under this policy will be reduced by the amount of compensation you receive from the airline for the same event.

# **General exclusion**

You are not covered for claims arising out of;

- 1. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, 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.
- 2. 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.
- 3. you travelling to an area that the UK Foreign, Commonwealth and Development Office (FCDO) or equivalent regulatory authority for the eligible EEA country in which you ordinarily reside have advised against all, or all but essential travel.
- 4. 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.
- you travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
- 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 nonmotorised bicycles and scooters.
- 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,
  - ii. diving alone.
  - iii. diving in Cyprus

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:
  - i. 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);
  - ii. any computer virus;
  - **iii.** any computer related hoax relating to i and/or ii above. However, subject to the terms and conditions of **your** policy, **you** are covered up to the amount(s) stated in the schedule for:
    - Cancellation and Curtailment (Section 1),
    - Medical Expenses (Section 2) and
    - Personal Accident Benefit (Section 4)

as a result of **your** serious **illness** or injury or death, or that of a **Business colleague** or **relative** for claims arising under Section 1 (Cancellation and Curtailment), due to any of i, ii or iii above.

- **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.
- failure to obtain the necessary passport, visa or permit for your trip.
- **32.** claims in any way caused by or resulting from an infectiousor 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 cover provided under Section 1.2 Cancellation as a result of **COVID-19**, Section 2 – Emergency Medical Expenses and Repatriation and Section 3 Hospital Stay Benefit (including covered expenses necessarily incurred by an Insured Person for the treatment of COVID-19 or symptoms thereof) as long as, prior to your trip commencing, the UK Foreign, Commonwealth and Development Office (or the equivalent EEA Authority for the country in which you are ordinarily reside) had NOT advised against all (but essential) travel to your intended destination.
- **33.** Any fear or threat of **COVID-19**, or any claim, in any way caused of contributed to, or resulting from **COVID-19** for:
  - Self-isolation or any quarantine requirements or restrictions in movement of people, goods or animals;
  - ii. any travel advice or warning, or fear or threat of such advice or warning.

# **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.
- 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.

- 3. 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.
- 4. 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.
- 5. you must keep any damaged articles that you wish to claim for and, if requested, send them to the claims handlers at your own expense. If we pay a claim for the full value of an article, it will become our property.
- 6. you must agree to have medical examination(s) if required. In the event of your death, we are entitled to have a post mortem examination. All such examinations will be at our expense.
- 7. you must assist us to obtain or pursue a recovery orcontribution from any third party or other insurers (including the Department of Work and Pensions) by providing all necessary details and by completing any forms.
- **8. 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.
- 10. 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.
- **12. 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.
- **13.** 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
  - ii. make a statement in support of a claim knowing the statement to be false in any way, or
  - iii. submit a document in support of a claim knowing the document to be forged or false in any way, or
  - iv. make a claim for any loss or damage caused byyour wilful act or with your connivance, then;
    - a. we will not pay the claim.
    - **b. we** will not pay any other claim which has been or will be made under the policy.
    - c. we may make the policy void from the date of the fraudulent act.
    - d. we will be entitled to recover from you the amount of any claim already paid under the policy.
    - e. we will not refund any premium.
    - f. we may inform the police of the circumstances
- **15. 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**

<u>Please note</u> 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.

<u>Please note</u> the policy terms and conditions will still apply in all other respects and please also refer to the General Exclusions and Conditions.

## **Leisure Activities**

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

A	Abseiling; Aerobics/Fitness Classes; Angling; Archaeological Digging; Archery; Assault Course; Athletics;
	Badminton; Ballooning; Banana Boating; Baseball/Rounder/

- Badminton; Ballooning; Banana Boating; Baseball/Rounder/
  Softball; Basketball/Korfball/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);
- G 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 involve 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; 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
- Y Yoga;
- Z Zip wire; Zorbing;

## Rate 1 Activities

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

- A Acrobatics;

  Black Water Rafting; Bouldering (up to 4m with crash mat);
  Boxing; Bungee Jumping (more than 3 jumps);

  Canoning or Kayaking, grade 4 or over sea: Cycling: event
- Canoeing or Kayaking, grade 4 or over sea; Cycling: event training;
- D 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);
- K Kite Surfing;
- Marathon Running; Martial Arts(casual non-competitive); Motorcycle Touring in **Europe** only (up to 125cc);
- Outward-bound Pursuits;
- 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 Activities

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.

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

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<sup>\*</sup> no cover is available for Scuba diving in Cyprus.

**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 UK +44 (0) 1892 833 338.

# 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;

- a. 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)
- c. no cover will be provided under section 11 personal liability.
- **d.** the policy excess under section 2 emergency medical expenses will be increased to £200 per person per claim.
- \* no cover is available for Scuba diving in Cyprus.

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

Please also refer to the general exclusions and conditions on pages 24 & 25.

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

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

# **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

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

Further information can be obtained from:

The Malta Protection and Compensation Fund,
Malta Financial Services Authority,
Triq I-Imdina, Zone 1, Central Business District, Birkirkara,
CBD1010, Malta
Tel: +356 2144 1155
www.mfsa.mt

# **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 Ibex Portugal; who will receive your complaint and will review your complaint on our behalf if your complaint is in regards to the sale or administration of your policy, if your complaint relates to a claim on your policy they will refer your complaint to us or the appointed Complaints or Claims Handler acting on our behalf.

When **you** contact **us** please give **us your** name and contact telephone number. Please also quote **your** policy and/or claim number and the type of policy **you** hold.

Their contact details are:

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

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

# **Beyond your Insurer**

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

Office of the Arbiter for Financial ServicesFirst Floor, St Calcedonius Square, Floriana FRN1530, Malta

Telephone: (+ 356) 212 49245 https://www.financialarbiter.org.mt/

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

# **EU Online Dispute Resolution (ODR)**

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**. **You** can view **our** full Privacy Policy here:

https://starrcompanies.com/Privacy-Policy-Malta

#### THE PERSONAL DATA YOU PROVIDE TO US

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

### **HOW WE USE YOUR PERSONAL DATA**

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

- $\cdot$  where  $\boldsymbol{we}$  have  $\boldsymbol{your}$  permission.
- · where required or permitted to do so by law.
- · to credit reference.
- $\cdot$  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.
- $\cdot$  provide you with a copy of your personal data that you provided to us.
- $\cdot$  correct inaccurate information  $\boldsymbol{we}$  hold about  $\boldsymbol{you}.$
- · 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**

Data Protection Officer Dragonara Business Centre 5th Floor, Dragonara Road St Julian's, Malta STJ 3141 Tel: +356 22605090

Email: Compliance.Malta@starrcompanies.com

## 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 Office of the Information and Data Protection Commissioner reportbreachidpc.com/Complaint Telephone: +356 232 87100

For more information on **our** Data Protection and Privacy Notice Statement, refer to:

https://starrcompanies.com/Privacy-Policy-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.

# Have a Safe Trip

Before **you** go overseas, check out the Foreign, Commonwealth & Development Office (FCDO) wesite at www.gov.uk/foreign-traveladvice. It is packed with essential travel advice and tips, and up to date country specific information.

If **you** have any further questions, please do not hesitate to contact Worldwide Travel Insurance Services Ltd on UK +44 (0) 1892 833 338.

Signed for and on behalf of Worldwide Travel Insurance Services Ltd as Product Manufacturer and **policy administrator** under authority granted by **us**:



# Sacha Bonner-Williams

Company Director, Worldwide Travel Insurane Services Ltd