

# southdowns

# Your Southdowns SILVER GADGET PLUS Travel Insurance Policy

Sales 01903 255 659 Claims 0345 873 4425 Medical Assistance +44 (0)203 280 3688

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### Useful Information

### Claim notification

To make a claim under all sections (except Gadget cover) please contact 0345 873 4425

To make a claim for Gadget cover please use the claim notification portal at https://gadgetclaimsAXA.davies-group.com

### **Making a complaint**

Any complaint **you** may have, should in the first instance be addressed to the relevant helpline as outlined in the policy wording.

If the complaint is not resolved, **you** can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect **your** right to take legal action. Full details of addresses and contact numbers can be found within the *Making a complaint* section of the policy wording.

### **Cancellation period**

**You** are free to cancel this policy at any time. If **you** wish to cancel within 14 days of receipt of the policy documents, **you** may, by writing to **us** for a full refund providing **you** have not travelled and no claim has been made. If **you** cancel after the first 14 days of receipt of the documents, no premium refund will be made. See *General conditions applicable to the whole policy* in the policy wording for full details.

### **Financial Services Compensation Scheme (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

### **Demands and Needs Statement**

Single trip – This policy meets the Demands and Needs of a customer that wishes to buy a comprehensive travel insurance policy to cover one **trip**, that offers a wide selection of benefits, including protection against the **theft**, **accidental damage**, breakdown, and **accidental loss** of **gadget/s** during their **trip**, and who has not suffered a medical condition nor required prescribed medication, surgery, treatment, tests or investigations within the two years leading up to the policy purchase date.

Annual multi trip - This policy meets the Demands and Needs of a customer intending to travel more than once within the **period of insurance**, that wishes to buy a comprehensive travel insurance policy, that offers a wide selection of benefits, including protection against the **theft**, **accidental damage**, breakdown, and **accidental loss** of **gadget/s** during their **trip/s** and who has not suffered a **medical condition** nor required prescribed medication, surgery, treatment, tests or investigations within the two years leading up to the policy purchase date.

# Southdowns Silver - AXA Travel Insurance

This insurance is underwritten by Inter Partner Assistance S.A. directly, and through its branches (and any AXA group companies IPA appoint) will provide and administer the Benefits and Services available under this policy.

The table shows the maximum amount payable for each **insured person** after the deduction of the policy excess (unless otherwise stated). Some sections are optional and these are marked\* - **your** policy schedule will show if **you** selected any of these options.

### **Benefit table**

Section	Title	Limit	Excess
Α	Cancellation or curtailment charges	£2,000	£50
В	Emergency medical and other expenses	£20,000,000	£50
	Infants born following unexpected complication of pregnancy (maximum per event) - for trips to the USA, Canada or Caribbean	£150,000	£50
	Infants born following unexpected complication of pregnancy (maximum per event) - for trips outside of the USA, Canada or Caribbean (excluding your home area)	£75,000	£50
	Emergency dental treatment	£1,000	£50
С	Hospital benefit/New Zealand disability benefit	£2,000 (£30 per day)/£200 per week	Nil
D	Personal accident	£20,000 (subject to age, £10,000 death benefit)	Nil
Е	Baggage	£1,750	£50
	Single article limit	£200	£50
	Total for all valuables	£250	£50
	Emergency replacement of baggage	£400 (£200 after 12 hours)	Nil
F	Personal money, passport and documents	£200 cash (£50 if under 16) and £150 other money and documents	£50
	Travel and accommodation costs for replacement passport	£350	Nil
G	Personal liability	£2,000,000	£50
Н	Delayed departure	£200 (£20 after 12 hours and £20 per 12 hours delay thereafter)	Nil
	Abandonment of trip	£2,000 (after 12 hours delay)	£50
	Missed departure	£1,000	£50
J	Legal expenses and assistance	£50,000	£50

Sectio	n Title		Limit	Excess	
K*	by your policy to co	Travel disruption cover - Travel disruption cover extends the benefits provided by your policy to cover events such as volcanic ash clouds, tsunamis, hurricane or storms as well as the insolvency of the accommodation providers or their booking agents. (For full details see page 48)			
	Before you reach y Cancellation or ab trip after 5 hours o	andonment of your	£2,000 (including up to £200 for taxis and car hire)	£50	
	Additional expens destination	es to reach your	£2,000 (including up to £200 for taxis and car hire)	£50	
	Delayed departure (including any dela connections)	•	£200 (£20 after 12 hours and £20 per 12 hours delay thereafter)	Nil	
	Missed departure you to continue yo any outbound con		£500	£50	
	While you're at you Alternative accom abandonment of t	modation or	£2,000 (including up to £200 for taxis and car hire)	£50	
	On the way home: Additional expens if you have to stay	es to return home or	£2,000 (including up to £200 for taxis and car hire)	£50	
	Delayed departure (including any dela connections)		£200 (£20 after 12 hours and £20 per 12 hours delay thereafter)	Nil	
	you to return hom	ons (including those	£500	£50	
L	Gadget cover		£1,000	£50	

Any **trip** that had already begun when **you** purchased this insurance will not be covered, except where this policy replaces or **you** renew an existing annual Southdowns multi **trip** policy which fell due for renewal during the **trip**.

### Introduction

This is **your** travel insurance policy. It contains details of what is covered, conditions and what is not covered, for each **insured person** and is the basis on which all claims will be settled. It is validated by the issue of the schedule which **we** recommend be attached to the policy.

In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy as referred to in **your** schedule.

The schedule and any endorsements are all part of the policy. **Your** policy is evidence of the contract of insurance.

### **United Kingdom residents**

This policy is only available to **you** if **you** are permanently residing in the **United Kingdom** and registered with a **medical practitioner** in the **United Kingdom**.

### The law which applies to this policy

**You** and **we** can choose the law which applies to this policy. **We** propose that English Law applies. Unless **we** and **you** agree otherwise English law will apply to this policy.

### Age eligibility - Annual multi trip

If annual multi trip is selected, this policy is not available to anyone aged 66 or over. If **you** are aged under 18 (or aged under 23 if in full time education) **you** are only insured when travelling with one or both of the insured adults or travelling with parental permission. If **you** reach any of the ages mentioned above during the **period of insurance**, cover will continue until the next renewal date but not after that.

### Age eligibility - Single trip

If single trip cover is selected, this policy is not available to anyone aged 76 or over.

### **Policy excess**

Under most sections of the policy, claims will be subject to an excess. This means that **you** will be responsible for paying the first part of each and every claim per incident claimed for, under each section by each **insured person**.

### **Helplines**

Please carry this policy with **you** in case of an emergency.

### **Insurer**

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group.



### Policy information or advice

If you would like more information or if you feel the insurance may not meet your needs, telephone our customer helpline on 01903 255 659

### **Data Protection Act Notice**

By providing **your** personal information in the course of purchasing this policy and using **our** services, **you** acknowledge that **we** may process **your** personal information. **You** also consent to **our** use of **your** sensitive information. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice available at www.axa-assistance.com/en.privacypolicy.

Processing **your** personal information is necessary in order to provide **you** with an insurance policy and other services. **We** also use **your** data to comply with **our** legal obligations, or where it is in **our** legitimate interests when managing **our** business. If **you** do not provide this information **we** will be unable to offer **you** a policy or process **your** claim.

We use your information for a number of legitimate purposes, including:

- Underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of **you** or others where relevant to any claim or assistance request, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes.
- Monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for **your** claim, for the purpose of providing services under this policy and validating **your** claim.
- Sending you feedback requests or surveys relating to our services, and other customer care communications.

**We** may disclose information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law.

**We** will not use, or disclose **your** personal data to another party, for the purposes of contacting **you** about other products or services (direct marketing).

When carrying out these activities, **we** may transfer **your** personal information outside the UK or the European Economic Area (EEA). Where this happens **we** will make sure that the appropriate safeguards have been implemented to protect **your** personal information. This includes ensuring similar standards to the UK and EEA are in force and placing the party **we** are transferring personal information to under contractual obligations to protect it to adequate standards.

**We** keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with **our** legal and regulatory obligations.

**You** are entitled to request a copy of the information **we** hold about **you**. **You** also have other rights in relation to how **we** use **your** data, as set out in **our** website privacy notice. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate so that **we** can correct it.

If **you** want to know how to make a complaint to the UK Information Commissioner or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer AXA Travel Insurance 106-108 Station Road Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

### Automatic renewals on annual multi trip policies

By purchasing this policy **you** have provided **us** with the consent to set up a continuous payment authority. This means **we** are authorised to automatically renew **your** policy and apply for renewal payments from **your** account every year, even if **your** card has expired, until **you** instruct **us** to stop.

We will contact you by email at least 21 days before the end of your period of insurance. If you still meet our eligibility criteria, we will seek to automatically renew your policy by using the latest details you provided to us. You will also be provided with a renewal invitation which you should check to ensure all your details are still correct and relevant. Your renewal invitation will have information on how you can make changes to your details or tell us if you do not wish to renew your insurance before your renewal date.

If **we** are unable to renew **your** policy by using the latest details provided to **us**, **we** will email **you** to confirm that **your** policy has not been renewed and no further cover will be provided after the expiry of **your** policy.

### How to opt-out

Email **us** after **you** have purchased the policy at info@southdownsinsurance.co.uk or call **us** on 01903 255 659.

# Geographical areas

### Area 3 (single trip only) United Kingdom

**United Kingdom** means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

(Area 3 is not available as a standalone annual multi trip policy).

### Area 4 Europe (single and annual multi trip policies)

**Europe** means Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Channel Islands (Bailiwicks of Guernsey and Jersey), Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Egypt, Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Isles), Holy See, Hungary, Iceland, Republic of Ireland, Italy (including Aeolian Islands, Sardinia, Sicily), Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands (Holland), Norway, Poland, Portugal (including Azores, Madeira Islands), Romania, Russia (west of the Ural mountains), San Marino, Serbia, Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom (England, Scotland, Wales, Northern Ireland, Hebrides, Isle of Man, Orkney Is, Shetland Is) and Vatican City.

A European single or annual multi trip policy includes all countries covered by areas 3 and 4.

### Area 5 (single trip only) Australia and New Zealand

Australia and New Zealand means all states in Australia and New Zealand (North and South Island).

(Area 5 is not available as a standalone annual multi trip policy and provides cover for Australia and New Zealand only).

### Area 6 (single and annual multi trip policies)

**Worldwide (exc. USA, Canada and Carribean)** means any country excluding the USA, Canada and the Carribean.

A worldwide (exc. USA, Canada and the Caribbean) single or annual multi trip policy includes all countries covered by Areas 3, 4, 5 and 6.

### Area 7 (single and annual multi-trip policies)

Worldwide (inc. USA, Canada and Carribean) means any country in the world.

A worldwide (inc. USA, Canada and the Caribbean) single or annual multi trip policy includes all countries covered by Areas 3, 4, 5, 6 and 7.

### **Definitions**

These definitions apply throughout **your** policy booklet. Where **we** explain what a word means that word will appear highlighted in bold print and have the same meaning wherever it is used in the policy. **We** have listed the definitions alphabetically. There may also be specific definitions relating to that section of the Benefit Schedule, these will all be listed at the start of the policy section.

### **Adverse Weather Conditions**

- Means rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm which is not caused by or has not originated from a geological or catastrophic event such as but not limited to an earthquake, volcano or tsunami.

### **Baggage**

- Means luggage, clothing, personal effects and other articles (but excluding **valuables**, business equipment, **ski equipment**, **golf equipment**, **personal money** and documents of any kind) which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any **trip** or **one-way trip**.

### **Bodily injury**

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

### **Business trip**

- Means a **trip** taken wholly or in part for business purposes but excluding manual work.

### Close business associate

- Means any person whose absence from business for one or more complete days at the same time as **your** absence prevents the proper continuation of that business.

#### Close relative

- Means mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée.

### **Complication of Pregnancy**

- Means the following unforeseen complications of pregnancy as certified by a **medical practitioner**: toxaemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; **medically necessary** emergency Caesarean sections/ **medically necessary** termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

### Couple

- Means you and your close relative who lives with you in a domestic relationship at the same address as you.

### **Curtailment / Curtail / Curtailed**

- Means either:
- a. Abandoning or cutting short the **trip** by direct early return to **your home area**, in which case claims will be calculated from the day **you** returned to **your home area** and based on the number of complete days of **your trip you** have not used.
- b. By attending a hospital outside **your home area** as an inpatient or being confined to **your** accommodation abroad due to compulsory quarantine or on the orders of a **medical practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day the ill/injured person was admitted to hospital or confined to **your** accommodation and based on the number of complete days for which **you** were hospitalised, quarantined or confined to **your** accommodation. Cover only applies to ill/injured persons.

### **Family cover**

- Means up to two adults and any number of their children, step children or foster children aged under 18 (or aged under 23 if in full time further education), accompanying the parents or legal guardian insured on the same policy travelling on any **trip** to the same destination. For annual multi trip cover, either adult named on the policy is able to travel independently as are the children if parental permission has been granted.

### **Golf equipment**

- Means golf clubs, golf balls, golf bag, golf trolley and golf shoes.

### Home

- Means your normal place of residence in the United Kingdom.

#### Home area

- Means for residents of the **United Kingdom** excluding Channel Islands and the Isle of Man, **your home area** means the **United Kingdom** excluding Channel Islands and the Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home area** means either the Channel Islands or the Isle of Man depending on where **your home** is.

### Medical condition(s)

- Means any medical or psychological disease, sickness, condition, illness or injury.

### **Medical emergency**

- Means a **bodily injury** or sudden and unforeseen illness suffered by **you** while **you** are on a **trip** outside **your home area** and a registered **medical practitioner** tells **you** that **you** need immediate medical treatment or medical attention.

### **Medically necessary**

- Means reasonable and essential medical services and supplies, ordered by a **medical practitioner** exercising prudent clinical judgement, needed to diagnose or treat an illness, **bodily injury**, **medical condition**, or its symptoms, and that meet generally accepted standards of medical practice.

### **Medical practitioner**

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

### **One-way trip**

- Means for single trip policyholders a **trip** or journey that takes place during the **period of insurance** which begins when **you** leave **your home** and ends up to 10 days after **you** arrive at **your** final destination at which time all cover under this policy ceases and **we** will not be liable for any expenses, fees or charges incurred after this date.

### Period of insurance

- Means if annual multi trip cover is selected: the period of 12 months for which **we** have accepted the premium as stated in the schedule. During this period any **trip** not exceeding 31 days is covered. Under these policies Section A Cancellation cover will be operative from the date stated in the schedule or the time of booking any **trip** (whichever is the later date) and terminates on commencement of any **trip**.
- Means if single trip cover is selected: the period of the **trip** and terminating upon its completion, but not in any case exceeding the period shown in the schedule. Under these policies Section A Cancellation cover will be operative from the time **you** pay the premium.

For all other sections of the policy, whichever cover is selected, the insurance starts when **you** leave **your home** or for a **business trip your** place of business (whichever is the later) to start the **trip** and ends at the time of **your** return to **your home** or place of business (whichever is the earlier) on completion of the **trip**.

However any **trip** that had already begun when **you** purchased this insurance will not be covered, except where this policy replaces or **you** renew an existing annual Southdowns multi **trip** policy which fell due for renewal during the **trip**.

The **period of insurance** is automatically extended for the period of the delay in the event that **your** return to **your home area** is unavoidably delayed due to an event insured by this policy.

### **Personal money**

- Means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

### **Personal quarantine**

- Means a period of time where **you** are suspected of carrying an infection or have been exposed to an infection and as a result are confined or isolated on the orders of a medical professional or public health board in an effort to prevent disease from spreading.

### **Public transport**

- Means any publicly licensed aircraft, sea vessel, train, coach or bus on which **you** are booked or had planned to travel.

### **Regional quarantine**

- Means any period of restricted movement or isolation, including national lockdowns, within **your** country of residence or destination country imposed on a community or geographic location, such as a county or region, by a government or public authority.

### Secure baggage area

- Means any of the following, as and where appropriate:
- a. The locked dashboard, boot or luggage compartment of a motor vehicle.
- b. The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats.
- c. The fixed storage units of a locked motorised or towed caravan.
- d. A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

### Single parent cover

- Means one adult and any number of his or her children, step children or foster children aged under 18 (or aged under 23 if in full time education), accompanying the parent insured on the same policy, travelling on any **trip** to the same destination. For annual multi trip cover, the adult named on the policy is able to travel independently as are the children if parental permission has been granted.

### Ski equipment

- Means skis (including bindings), ski boots, ski poles and snowboards.

### Strike or industrial action

- Means any form of industrial action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services.

### **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.

### Third party

- Means a **close relative**, **close business associate**, a person **you** have booked to travel with, a relative or friend with whom **you** plan to stay.

### **Trip**

- Means any holiday, business or pleasure **trip** or journey made by **you** within the area of travel shown in the schedule which begins and ends in **your home area** or place of business during the **period of insurance**, but excluding **one-way trips** or journeys.

However any **trip** that had already begun when **you** purchased this insurance will not be covered, except where this policy replaces or **you** renew an existing annual Southdowns multi trip policy which fell due for renewal during the **trip**.

If annual multi trip cover is selected any **trip** not exceeding 31 days is covered. If any **trip** exceeds 31 days there is absolutely no cover under this policy for that **trip** (not even for the first 31 days of the **trip**), unless **you** have contacted **us** and **we** have agreed in writing to provide cover.

In addition, any **trip** solely within **your home area** is only covered where **you** have pre-booked at least one nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Each **trip** under annual multi trip cover is considered to be a separate insurance, with the terms, definitions, *What is not covered* and conditions contained in this policy applying to each **trip**.

#### Unattended

- Means when **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

### **United Kingdom**

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

### Usual, customary and reasonable

- Means the amount paid for a medical service in a geographic area based on what providers in the area usually charge for the same or similar medical service.

### **Valuables**

- Means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television equipment and other electronic entertainment devices (including but not limited to MP3 or 4 players, tablets, ebooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

### **Vermin**

- Means rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

### We/Us/Our

- Means the service provider, arranged by Inter Partner Assistance S.A. UK Branch.

### You/Your(s)/Yourself/Insured person(s)

- Means each person travelling on a **trip** or **one-way trip** whose name appears in the policy schedule. All **insured person(s)** must be registered with a **medical practitioner** in the **United Kingdom** for at least 6 months.

# General conditions applicable to the whole policy

**You** must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

### 1. Dual insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section D – Personal accident).

### 2. Reasonable precautions

At all times **you** must take all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take all reasonable steps to safeguard **your** property from loss or damage and to recover property lost or stolen.

### 3. Cancellation

### Statutory cancellation rights

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) and for annual policies the renewal date (the cancellation period) by writing to the address shown in **your** schedule during the cancellation period. 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.

### Cancellation outside the statutory period

**You** may cancel this policy at any time after the cancellation period by writing to the address above/shown in **your** schedule. If **you** cancel after the cancellation period no premium refund will be made.

### Non payment of premiums

We can cancel the policy immediately by sending you written notice if you do not pay the premium.

### Claims conditions

**You** must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

**You** must contact **us** by phone if **you** want to make a claim using the number given below:

### 1. Claims

For all claims except Gadget cover 0345 873 4425 Gadget cover claim notification portal https://gadgetclaimsAXA.davies-group.com

The claim notification must be made within 31 days or as soon as possible after that following any **bodily injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may lead to a claim under this policy.

**You** must also tell **us** if **you** are aware of any court claim form, summons or impending prosecution. Every communication relating to a claim must be sent to **us** as soon as possible. **You** or anyone acting on **your** behalf must not negotiate, admit or repudiate (refuse) any claim without **our** permission in writing.

**You** or **your** legal representatives must supply at **your** own expense, all information, evidence, details of household insurance, proof of ownership and medical certificates as required by **us. You** should refer to the section under which **you** are claiming for further details of the evidence that **we** need to deal with **your** claim.

We reserve the right to require you to undergo an independent medical examination at our expense.

**We** may also request and will pay for a post-mortem examination.

**You** must retain any property which is damaged, and if requested, send it to **us** at **your** own expense. If **we** pay a claim for the full value of the property and it is then recovered it will then become **our** property.

**We** may refuse to reimburse **you** for any property which **you** cannot provide proof of ownership such as an original receipt, a valuation, user manual or bank or credit card statements.

### 2. Transferring of rights

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

### 3. Fraud

**You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- a. Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way.
- b. Make a statement in support of a claim knowing the statement to be false in any way.
- c. Submit a document in support of a claim knowing the document to be forged or false in any way.
- d. Make a claim for any loss or damage caused by **your** 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.

# Important conditions relating to health

Important conditions relating to health (for claims under Sections A, B, C and D)

PLEASE NOTE THAT THIS POLICY DOES NOT COVER PRE-EXISTING MEDICAL CONDITIONS

This insurance is designed to cover **you** for unforeseen accidents and illnesses occurring during the **period of insurance**. **You** must comply with the following conditions to make sure **your** cover is not affected. If **you** do not comply with these conditions **we** may cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

- 1. At the time of taking out this policy **you** will not be covered for any claim arising directly or indirectly from:
  - a. Any **medical condition you** have, or have had, for which **you** are taking or have been taking prescribed medication within the last 2 years.
  - b. Any **medical condition you** have, or have had, for which **you** are waiting to receive, or have received diagnosis or treatment (including surgery, tests or investigations) within the last 2 years.

For **your** information, examples of conditions that can be indirectly linked to any **medical condition you** have, or have had include:

- Someone with breathing difficulties who then suffers a chest infection of any kind.
- Someone with high blood pressure or diabetes who then has a heart attack, stroke or mini-stroke.
- Someone who has or has had cancer who suffers with a secondary cancer.
- Someone with osteoporosis who then suffers with a broken or fractured bone.
- c. Any **medical condition** for which **you** have received a terminal prognosis.
- d. Any **medical condition you** are aware of but for which **you** have not had a diagnosis.
- e. Any **medical condition** for which **you** are on a waiting list.
- f. Any **medical condition** for which **you** know **you** need surgery or treatment.
- g. Any **medical condition** for which **you** are awaiting the results from any tests or investigations.
- h. Any **medical condition** affecting **you**, that **you** are aware of, that could reasonably be expected to result in a claim on this policy.
- i. Any **medical condition** affecting a **third party**, that **you** are aware of, that could reasonably be expected to result in a claim on this policy.

For **your** information, examples include but are not limited to;

- A **third party** who has received a terminal prognosis.
- A **third party** who is receiving or waiting for hospital investigation or treatment for an undiagnosed condition or a set of symptoms.
- A **third party** who is receiving inpatient treatment.
- A **third party** who has an existing **medical condition** or illness, that has presented new or a change to symptoms.
- 2. At any time **you** will not be covered for any claim arising directly or indirectly from:
  - a. Any **medical condition you** have in respect of which a **medical practitioner** has advised **you** not to travel or would have done so had **you** sought his/her advice.
  - b. Any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
  - c. Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
  - d. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

3. **Our** travel policies are offered on the understanding that **you** are fit to travel on the day the policy is issued. If **your** health changes after the purchase of **your** policy and/or the date **your** travel tickets or confirmation of booking were issued, **you** should telephone Southdowns on 01903 255 659 to discuss how this may affect **your** cover.



### Concerned about your fitness to travel?

Please telephone Southdowns on 01903 255 659 if you have any concerns regarding your fitness to travel

**You** should also refer to *What is not covered - applicable to all sections of the policy* on page 19.

# What is not covered - applicable to all sections of the policy

We will not pay for claims arising directly or indirectly from:

### 1. War risks, civil commotion and terrorism

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under B – Emergency medical and other expenses and Section C – Hospital benefit unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip** or **one-way trip**.

### 2. Radioactive contamination

lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

### 3. Sonic bangs

Loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 4. Winter sports

Your participation in winter sports.

### 5. Professional sports or entertaining

**Your** participation in or practice of any professional sports or professional entertaining.

### 6. Other sports or activities

**Your** participation in or practice of any other sport or activity, manual work, or racing unless:

- a. Specified in the list on page 21/22.
- b. Shown as covered in **your** schedule.

### 7. Suicide, drug use or solvent abuse

**Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction) and putting **yourself** at needless risk (except in an attempt to save human life).

### 8. Alcohol abuse

**You** drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of **your** faculties and/or judgment resulting in a claim. **We** do not expect **you** to avoid alcohol on **your trips** or holidays, but **we** will not cover any claims arising because **you** have drunk so much alcohol that **your** judgement is seriously affected and **you** need to make a claim as a result.

### 9. Jumping from vehicles, buildings or balconies

**You** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.

### 10. Unlawful action

Your own unlawful action or any criminal proceedings against you.

### 11. Additional loss or expense

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.

### 12. Armed Forces

Operational duties of a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance services or employees of a Government department (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. of Section A – Cancellation or curtailment charges).

### 13. Training Camps

**Your** participation at a training camp designed specifically to enhance **your** performance and/or endurance in a sport or activity that **you** take part in on a non-professional basis but at a National Standard.

### 14. Recoverable Costs

Any unused or additional costs incurred by **you** which are recoverable from:

- a. The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
- b. The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
- c. Your credit or debit card provider or Paypal.

### 15. Travelling against FCDO or other regulatory advice

**Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel (other than claims arising from **you** not being able to travel and use **your** booked accommodation or **curtailing** the **trip** before completion, as provided for under subsections 1. and 5. of *What is covered* under Section K – Travel disruption cover when operative).

Should you continue to travel you will remain covered for any losses unrelated to the travel advice.

For example, should you travel against the FCDO or other regulatory authority advice, your policy will continue to provide cover for claims that are not directly or indirectly linked to the specific FCDO or other regulatory authority warning against all, or all but essential travel.

### 16. Crypto-currency

Any virtual currency including but not limited to crypto-currency, including fluctuations in value.

### 17. Known circumstances

Any circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this policy.

### 18. Non listed peril

Under all sections, any claim arising from a reason not listed under What is covered.

### Sports and activities covered

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational and non-professional basis. Any involvement in these sports and/or activities is subject to **your** compliance with local laws and regulations as well as the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads).



### No cover under Sections D and G

No cover under Sections D – Personal accident and G – Personal liability for those sports or activities marked with \*

### Covered as standard without charge

- Abseiling (when adequately supervised)\*
- Archery\*
- Badminton
- Bamboo Rafting (up to grade 2 rivers only with adequate safety equipment provided)
- · Banana Boating
- Baseball
- Basket Ball
- Beach Games
- Blowcarting\*
- Bouldering (using crash pads where appropriate)
- Bowls
- Bungee Jumping (when adequately supervised)
- Camel Riding\*
- Canoeing (up to grade 2 rivers only)
- Catamaran\*
- Clay Pigeon Shoot\*
- Climbing (on a climbing wall only)
- Cricket
- Cycling\*
- Deep Sea Fishing
- Dinghy Sailing\*
- Dragon Boat racing (non-professional)\*
- Elephant riding/trekking (on a professionally organised trek with experienced handlers)
- Fell Running
- Fell Walking

- Fishing
- Football/Soccer
- Flying in an aircraft (as a fare paying passenger)
- Glass Bottom Boats/Bubbles
- Gliding (as a passenger only)
- Go Karting (when adequately supervised)\*
- Golf
- Gorilla Trekking (organised)
- Gymnastics
- Heptathlon
- Hiking/High level walking/Trekking/Walking up to 3,000 metres above sea level
- Hitchhiking (organised groups of adults with support, emergency contacts and at least one male per group) in countries where this is legal
- Horse Riding/Trekking/Hacking (non-competitive)
- Hot Air Ballooning (organised pleasure rides)
- Hydrospeeding (taking appropriate safety measures)
- · Hydro Zorbing
- Ice Skating
- Indoor Climbing (on climbing wall)
- Indoor Skating (pads and helmets must be worn)
- Javelin Throwing
- Jet Boating (no cover for racing)\*
- Jet Skiing (no cover for racing)\*
- Jogging
- Kayaking (up to grade 2 rivers)

- · Kite Buggying\*
- Kite Surfing (over land)\*
- Kite Surfing (over water)\*
- Marathon Running
- Motor Cycling (with UK licence)\*
- Mountain Biking (except downhill and extreme terrain)\*
- Mountain Boarding (protective clothing to be worn)
- Netball
- Orienteering
- Paint Balling/War Games (eye protection must be worn)\*
- Parasailing/Parascending (over water)
- Passenger Sledge
- Pony Trekking
- Power Boating (non-competitive and no cover for damage to vessel) \*
- Racing on foot
- Racquetball
- Rambling
- Rap Running/Jumping (within organisations guidelines)\*
- Rifle Range\*
- Ringos
- River Tubing
- Roller Skating/Blading (pads and helmets must be worn)\*
- Rounders
- Rowing (except racing)
- Running
- Safari In Vehicle (must be with a guide)
- Safari On Foot (must be with a guide)
- Safari On Horseback (must be with a guide)
- Sail Boarding/Windsurfing\*
- · Sailing\*
- Sand Yachting\*
- Scuba Diving scuba diving (other than cave diving) to the following depths, when you hold the following qualifications, and are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organisation:

- PADI Open Water 18 metres BSAC Ocean Diver 20 metres
- PADI Advanced Open Water 30 metres
- BSAC Sports Diver 35 metres. If you do not hold a qualification, we will only cover you to dive to a depth of 18 metres provided you are accompanied by a qualified instructor
- Sea Canoeing/Kayaking (within sight of land)
- Shooting (within organisations guidelines)\*
- Skate Boarding (pads and helmet must be worn)\*
- Sledge Pulled By Horse/Reindeer
- Small Bore Target Shooting\*
- Snorkelling
- Soft Ball
- Squash
- Surfing\*
- Swimming
- Sydney Harbour Bridge (organised and walking across clipped onto a safety line)
- Table Tennis
- Tennis
- Tenpin Bowling
- Tree Top Canopy Walking (with adequate safety measures in place)
- Trekking/Walking/Hiking/High level walking up to 3,000 metres above sea level
- Tug Of War
- Via Ferrata
- Volley Ball
- Wakeboarding\*
- War Games (eye protection must be worn)\*
- · Water Polo
- Water Skiing\*
- White Water Rafting (within organisations guidelines)
- Wicker Basket Tobogganing
- Windsurfing\*
- Yachting\*
- Zip Trekking (safety harness fixed to ropes must be worn)
- Zorbing (non-winter sports)

## Emergency and medical service

**You** must contact the Emergency Assistance Service in the event of an illness or accident which may lead to inpatient hospital treatment or before any arrangements are made for repatriation; or in the event of **curtailment** necessitating **your** early return **home**. The service operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation (returning **you** to **your home area**) and authorisation of medical expenses. If this is not possible because the condition requires emergency treatment **you** or someone on **your** behalf must contact the Emergency Assistance Service as soon as possible.

### Medical assistance abroad

The Emergency Assistance Service has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. The Emergency Assistance Service will also arrange transport **home** when this is considered to be **medically necessary** or when **you** are told about the illness or death of a **close relative** or a **close business associate** at **home**.

### Payment for medical treatment abroad

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

For out-patient treatment, **you** should pay the hospital/clinic **yourself** and claim back medical expenses from **us** on **your** return to **your home area**. Beware of requests for **you** to sign for excessive treatment or charges. If **you** are in doubt, please call the Emergency Assistance Service for guidance.

Please note that **we** will only pay medical expenses deemed to be **usual**, **customary and reasonable**.

Contact the Emergency Assistance Service on telephone number: +44 (0)203 280 3688.

### Reciprocal health agreements with other countries

### EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), not including the EEA or Switzerland, **you** are strongly advised to obtain a Global Health Insurance Card (GHIC). **You** can apply for a GHIC either online at www.ghic.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.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a Global Health Insurance Card or private health insurance, **we** will not deduct the excess under Section B - Emergency Medical and other Expenses.

### **Australia**

If **you** need medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive, but **you** must do this after the first occasion **you** receive treatment. Inpatient and outpatient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website on www.medicareaustralia.gov.au. or by emailing medicare@medicareaustralia.gov.au. Alternatively please call the Emergency Assistance Service for guidance.



### If you are admitted to hospital...

If **you** are admitted to hospital **you** must contact the Emergency Assistance Service as soon as possible and get their authorisation for any treatment not available under MEDICARE.

Contact the Emergency Assistance Service on telephone number: +44 (0)203 280 3688

# Section A - Cancellation or curtailment charges

### What is covered

### Cancellation

**We** will pay **you** up to £2,000 for **your** proportion only of any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **you** have paid or are contracted to pay, together with **your** proportion only of any reasonable additional travel expenses incurred if cancellation of the **trip** or **one-way trip** is necessary and unavoidable as a result of any of the following events:

- 1. The death, **bodily injury**, illness, disease, or **complications of pregnancy** of:
  - a. You.
  - b. Any person who **you** are travelling or have arranged to travel with.
  - c. Any person who **you** have arranged to stay with.
  - d. Your close relative.
  - e. Your close business associate.
- 2. **Personal quarantine** preventing **you** from leaving **your home** in **your** country of residence.
- 3. Jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of **you** or **your** travelling companion(s).
- 4. Redundancy of **you** or any person who **you** are travelling or have arranged to travel with (which qualifies for payment under current **United Kingdom** redundancy payment legislation, and at the time of booking the **trip** or **one-way trip** there was no reason to believe anyone would be made redundant).
- 5. Compulsory quarantine upon arrival at **your** destination where such quarantine is ordered by the government or local authority in **your** destination country, but not including where such orders are issued as a result of a pandemic.
- 6. **You** or any person who **you** are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip** or **one-way trip**.
- 7. The Police or other authorities requesting **you** to stay at **home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.
- 8. The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which **you** are travelling advising against all travel or all but essential travel to the area **you** are travelling to/in, but not including where advice is issued due to a pandemic or **regional quarantine**, providing the advice came into force after **you** purchased this insurance or booked the **trip** (whichever is the later) and was within 21 days of **your** departure date.

### Curtailment

**We** will pay **you** up to £2,000 for **your** proportion only of any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **you** have paid or are contracted to pay, together with **your** proportion only of any reasonable additional travel expenses incurred if the **trip** is **curtailed** before completion as a result of any of the following events:

- 1. The death, **bodily injury**, illness, disease, or **complications of pregnancy** of:
  - a. You.
  - b. Any person who **you** are travelling or have arranged to travel with.
  - c. Any person who **you** have arranged to stay with.
  - d. Your close relative.
  - e. Your close business associate.
- 2. Compulsory quarantine whilst at **your** destination.
- 3. **You** or any person who **you** are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled or are called up for. operational reasons, provided that the **curtailment** could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip** or **One-way trip**.
- 4. The Police or other authorities requesting **you** return to **your home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.
- 5. The Travel Advice Unit of the Foreign, Commonwealth and Development Office (FCDO) or other regulatory authority in the country **you** are in recommending evacuation from the country or specific area **you** have travelled to providing the advice came into force after **you** left **your home area** to commence the **trip**.



### Important notes

If the same costs, charges or expenses are covered under Cancellation and Curtailment, you can only claim for these under one benefit for the same event. If the same costs, charges or expenses are also covered under Section K - Travel disruption cover, you can only claim for these under one section for the same event.

### Special conditions relating to claims

- 1. **You** must get (at **your** own expense) a medical certificate from a **medical practitioner** and the prior approval of the Emergency Assistance Service to confirm the necessity to return **home**, prior to **curtailment** of the **trip** due to death, **bodily injury**, illness, disease or **complications of pregnancy**.
- 2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip** or **one-way trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- 3. If you cancel the trip or one-way trip due to:
  - a. Stress, anxiety, depression or any other mental or nervous disorder that you are suffering from you must provide (at your own expense) a medical certificate from either a registered mental health professional if you are under the care of Community Mental Health Team or if not, a consultant specialising in the relevant field.
  - b. Any other **bodily injury**, illness, disease or **complications of pregnancy**, **you** must provide (at **your** own expense) a medical certificate from a **medical practitioner** stating that this necessarily and reasonably prevented **you** from travelling. **We** need the medical certificate completed as soon as **you** find out it is necessary to cancel the **trip**, as any delay in seeing a **medical practitioner** could mean that **your** symptoms are no longer present. If **you** cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate **your** claim.

### What is not covered

- 1. Any claim if **you** are unable to comply with the *Important conditions relating to health* (on page 17).
- 2. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
- 3. The cost of **your** unused original tickets where the Emergency Assistance Service or **we** have arranged and paid for **you** to come **home** following **curtailment** of the **trip**.
- 4. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 5. Any claims arising directly or indirectly from:
  - a. Redundancy caused by or resulting from misconduct leading to dismissal or resignation or voluntary redundancy, or where **you** received a warning or notification of redundancy before **you** purchased this insurance or at the time of booking any **trip** or **one-way trip**.
  - b. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** or **one-way trip** which could reasonably have been expected to lead to cancellation or **curtailment** of the **trip** or **one-way trip**.
  - c. Complications of pregnancy which:
    - i. For cancellation or rebooking first arise before booking or paying for the **trip**, whichever is later.
    - ii. For **curtailment** first arise before departing on **your trip**.
      - Normal pregnancy or childbirth, or travelling when **your medical practitioner** has recorded **your** pregnancy as high risk or being at a heightened risk of premature birth, would not constitute an unforeseen event.
- 6. Travel tickets paid for using any airline mileage or supermarket reward scheme, (for example Avios formally known as Air Miles), unless evidence of specific monetary value can be provided.
- 7. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
- 8. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth and Development Office (FCDO) (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 9. Any claim due to a **regional quarantine**.
- 10. Any claim for quarantine when quarantine is upon the return to the **United Kingdom**/country of residence.
- 11. Anything mentioned in *What is not covered applicable to all sections of the policy.*

### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** (or in the case of stress, anxiety, depression or any other mental or nervous disorder either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field) explaining why it was necessary for **you** to cancel or **curtail** the **trip** or **one-way trip**.
- In the case of death causing cancellation or **curtailment** of the **trip** or **one-way trip**, the original death certificate.
- Booking confirmation together with a cancellation invoice from your travel agent, tour operator or provider of transport/accommodation.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**.

- Your unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of compulsory quarantine, a letter from the relevant authority or the treating **medical practitioner**.
- In the case of jury service or witness attendance, the court summons.
- The letter of redundancy for redundancy claims.
- A copy of the advice against all travel or all but essential travel issued by the Foreign, Commonwealth and Development Office (FCDO).
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to **your home** a report from the Police or relevant authority.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



### To make a claim under this section

For curtailment claims +44 (0)203 280 3688 or for other claims 0345 873 4425

# Section B - Emergency medical and other expenses



### This is not private medical insurance

### What is covered

We will pay you up to £20,000,000 for the following expenses which are **medically necessary** to treat a **medical emergency** either during a **trip** or for a **one-way trip** within the first 10 days of arriving at **your** final destination, as a result of **you** suffering unforeseen **bodily injury**, **complication of pregnancy**, illness, disease and/or compulsory quarantine:

- 1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of **your home area**.
- 2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £1,000 incurred outside of **your home area**.
- 3. If **you** die:
  - a. Outside **your home area** the reasonable additional cost of funeral expenses abroad, plus the reasonable cost of returning **your** ashes to **your home**, or the additional costs of returning **your** body to **your home**.
  - b. Within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home** up to a maximum of £750.
- 4. Reasonable additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking (for example full or half board, all inclusive, bed and breakfast, self catering or room only), if it is **medically necessary** for **you** to stay beyond **your** scheduled return date.

This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion, friend or **close relative** to stay with **you** or travel to **you** from the **United Kingdom** or escort **you**. Also additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.

- 5. With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is **medically necessary**. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Assistance Service agree otherwise.
- 6. Infants born abroad: (Claims involving multiple births are considered to be one event)
  - a. Per event, up to £75,000 in total for all expenses incurred outside of the United States of America, Canada, the Caribbean and **your home area**.
  - b. Per event, up to £150,000 in total for all expenses incurred within the USA, Canada or the Caribbean (provided these countries are included in the geographical area covered under your policy) during a trip or for a one-way trip within the first 10 days of arriving at your final destination (where the appropriate premium has been paid) in respect of infants born as a result of your unexpected complication of pregnancy for;
    - i. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of **your home area**.

- ii. If appropriate, the reasonable additional cost of funeral expenses abroad, plus the reasonable cost of returning their ashes to **your home**, or the additional costs of returning their body to **your home**.
- iii. Reasonable additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking (for example full or half board, all inclusive, bed and breakfast, self-catering or room only), if it is **medically necessary** to stay beyond **your** scheduled return date.
- iv. With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate the infant(s) if it is **medically necessary**. These expenses will be for the identical class of travel utilised on **your** outward journey unless the Emergency Assistance Service agree otherwise.

### Special conditions relating to claims

- 1. **You** or someone on **your** behalf must tell the Emergency Assistance Service as soon as possible of any **bodily injury**, illness, disease or **complication of pregnancy** which necessitates **your** admittance to hospital as an inpatient or before any arrangements are made for **your** repatriation.
- 2. If you suffer bodily injury, illness, disease or complication of pregnancy we reserve the right to move you from one hospital to another and/or arrange for your repatriation to the United Kingdom at any time during the trip or one-way trip. We will do this, if in the opinion of the Emergency Assistance Service or us (based on information provided by the medical practitioner in attendance), you can be moved safely and/or travel safely to your home area or a suitable hospital nearby to continue treatment.

### What is not covered

- 1. Any claim if **you** are unable to comply with the *Important conditions relating to health* (on page 17).
- 2. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
- 3. Any expenses which are not **usual**, **customary and reasonable** to treat **your bodily injury**, **complication of pregnancy**, illness or disease or incurred as a result of **your** compulsory quarantine.
- 4. Any claim arising from pregnancy related conditions not due to **complications of pregnancy** which first arise after departing on **your trip**. Normal pregnancy or childbirth, or travelling when **your medical practitioner** has recorded **your** pregnancy as high risk or being at a heightened risk of premature birth, would not constitute an unforeseen event.
- 5. The cost of **your** unused original tickets where the Emergency Assistance Service or **we** have arranged and paid for **you** to return to **your home**, if **you** cannot use the return ticket.
- 6. Any claim for infants born abroad, where a **complication of pregnancy** first arose prior to departing on **your trip**. Normal childbirth or travelling when **your medical practitioner** has recorded **your** pregnancy as high risk or being at a heightened risk of premature birth.
- 7. Any claims arising directly or indirectly for:
  - a. Costs of telephone calls, other than:
    - i. Calls to the Emergency Assistance Service notifying and dealing with the problem for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned.
    - ii. Any costs incurred by **you** when **you** receive calls on **your** mobile phone from the Emergency Assistance Service for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls.
  - b. The cost of taxi fares other than for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for **you** by the hospital.

- c. The cost of treatment or surgery, including exploratory tests, which are not related to the **bodily injury, complication of pregnancy**, illness, disease and/or compulsory quarantine which necessitated **your** admittance into hospital.
- d. Any form of treatment or surgery which in the opinion of the Emergency Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
- e. Expenses incurred in obtaining or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued outside of **your home area**. Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
- f. Additional costs arising from single or private room accommodation.
- g. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Emergency Assistance Service.
- h. Any costs incurred by **you** to visit another person in hospital.
- i. Any expenses incurred after **you** have returned to **your home area**.
- j. Any expenses incurred in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands which are:
  - i. For private treatment, or
  - ii. Are funded by, or are recoverable from the Health Authority in your home area, or
  - iii. Are funded by a Reciprocal Health agreement (RHA) between these countries and/or Islands.
- k. Any claim arising from **your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
- Any expenses incurred after the date on which we exercise our rights under this section to move you from one hospital to another and/or arrange for your repatriation but you decide not to be moved or repatriated.
- 8. Anything mentioned in *What is not covered applicable to all sections of the policy.*

### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- Receipts or bills for all inpatient/out-patient treatment or emergency dental treatment received.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Assistance Service.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



### To make a claim under this section

For curtailment claims +44 (0)203 280 3688 or for other claims 0345 873 4425

# Section C - Hospital benefit/New Zealand disability benefit

### What is covered

1. **We** will pay **you** £30 for every complete 24 hours **you** have to stay in hospital as an inpatient or are confined to **your** accommodation due to **your** compulsory quarantine or on the orders of a **medical practitioner** outside **your home area**, up to a maximum of £2,000 as a result of **bodily injury**, illness or disease **you** sustain.

**We** will pay the amount above in addition to any amount payable under Section B – Emergency medical and other expenses. This payment is meant to help **you** pay for additional expenses such as taxi fares and phone calls incurred by **your** visitors during **your** stay in hospital.

2. **We** will pay **you** the benefit of £200 per week if **you** sustain **bodily injury** as a result of a road traffic accident while **you** are travelling in a hire car in New Zealand, which shall solely and independently of any other cause, result in **your** temporary total disablement.



### **Important notes**

If the same costs, charges or expenses are covered under Hospital benefit and New Zealand disability benefit, you can only claim for these under one benefit for the same event.

### **Special conditions relating to claims**

- 1. **You** must tell the Emergency Assistance Service as soon as possible of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an inpatient, compulsory quarantine or confinement to **your** accommodation on the orders of a **medical practitioner**.
- 2. Benefit under subsection 2. of What is covered is not payable to you:
  - a. For the first 7 days of such disablement or for more than 52 weeks from the date **you** sustain **bodily injury**.
  - b. If **you** are able or may be able to carry out a substantial part of **your** gainful employment or gainful occupation (whether on a full-time or part-time basis) or (where **you** are not gainfully occupied) if **you** are not necessarily confined to a hospital, nursing home or similar establishment or to a private residence.
- 3. **Our medical practitioner** may examine **you** as often as they consider necessary if **you** make a claim.

#### What is not covered

- 1. Any claim if **you** are unable to comply with the *Important conditions relating to health* (on page 17).
- 2. Any claims arising directly or indirectly from:
  - a. Any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:
    - i. Relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** admittance into hospital.

- ii. Relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- iii. Following **your** decision not to be repatriated after the date, when in the opinion of the Emergency Assistance Service it is safe to do so.
- b. Hospitalisation, compulsory quarantine or confinement to **your** accommodation:
  - i. Relating to any form of treatment or surgery which in the opinion of the Emergency Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
  - ii. Resulting from **your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
  - iii. Occurring in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by a Reciprocal Health Agreement (RHA) between these countries and/or Islands, or are recoverable from the Health Authority in your home area.
- 3. Anything mentioned in *What is not covered applicable to all sections of the policy.*

### **Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- Confirmation in writing from the hospital, relevant authority or the treating medical practitioner of the
  dates when you were admitted and subsequently discharged from hospital, compulsory quarantine or
  confinement to your accommodation.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



### To make a claim under this section

To make a claim under this section please call: 0345 873 4425

### Section D - Personal accident



### Loss of limb

- Means loss by permanent severance of an entire hand or food or the total permanent loss of use of an entire hand or foot.



### Loss of sight

- Means total and irrecoverable 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 and;
- b. In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

### What is covered

**We** will pay one of the benefits shown below if **you** sustain **bodily injury** which shall solely and independently of any other cause, result within two years in **your** death, *loss of limb, loss of sight* or permanent total disablement.

Benefit	Up to age 15 years and inclusive	Age 16 years to 64 years inclusive	Age 65 years and over
1. Death	£1,000	£10,000	£5,000
2. Loss of one or more limbs and/or loss of sight in one or both eyes	£10,000	£10,000	£10,000
3. Permanent total disablement	£20,000	£20,000	Not covered

### Special conditions relating to claims

1. **Our medical practitioner** may examine **you** as often as they consider necessary if **you** make a claim.

### **Provisions**

- 1. Benefit is not payable to **you**:
  - a. Under more than one of items 1, 2 or 3.
  - b. Under item 3 until one year after the date you sustain bodily injury.
  - c. Under item 3 if **you** are able or may be able to carry out any relevant occupation after one year.
- 2. Benefit 1 will be paid to the deceased **insured person**'s estate.

### What is not covered

- 1. Any claim if **you** are unable to comply with the *Important conditions relating to health* (on page 17).
- 2. Anything mentioned in What is not covered applicable to all sections of the policy.

### **Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- In the event of death, the original death certificate.
- A medical certificate or report in relation to claims for *loss of limb, loss of sight* or permanent total disablement.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



### To make a claim under this section

To make a claim under this section please call: 0345 873 4425

### Section E - Baggage

### What is covered

1. **We** will pay **you** up to £1,750 for the accidental loss of, theft of or damage to **baggage** and **valuables**. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** and/or **valuables**.

The maximum **we** will pay **you** for the following items is:

- a. £200 for any one article, pair or set of articles.
- b. £250 for the total for all valuables.
- 2. **We** will also pay **you** up to £200 for the emergency replacement of clothing, medication and toiletries if **your baggage** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **baggage** was delayed. If **you** are deprived of **your baggage** for a period in excess of 24 hours this amount is increased to up to £400.

If the loss is permanent **we** will deduct the amount paid from the final amount to be paid under this section.

### Special conditions relating to claims

- 1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **baggage** and/or **valuables**.
- 2. If **baggage** and/or **valuables** are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
- 3. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
  - a. Get a Property Irregularity Report from the airline.
  - b. Give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c. Keep all travel tickets and tags for submission if **you** are going to make a claim under this policy.
- 4. **You** must provide (at **your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **you** to substantiate **your** claim.

#### What is not covered

- 1. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** but limited to £100 if **family cover** or **single parent cover** applies.
- 2. Loss, theft of, or damage to **valuables** left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
- 3. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle:
  - a. Overnight between 9 pm and 9 am (local time) or;

- b. At any time between 9 am and 9 pm (local time) unless:
  - i. It is locked out of sight in a **secure baggage area**.
  - ii. Forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available.
- 4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 5. Loss, theft of or damage to mobile phones, unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, motor accessories, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, **ski equipment**, **Golf equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- 6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- 7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- 8. Loss, theft of or damage to business equipment, business goods, samples, tools of trade and other items used in connection with **your** business, trade, profession or occupation.
- 9. Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, **vermin**, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- 10. Anything mentioned in *What is not covered applicable to all sections of the policy.*

### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- · All travel tickets and tags for submission.
- An original receipt, proof of ownership or valuations for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if your baggage is temporarily lost in transit for more than 12 hours.
- A letter from the carrier confirming the number of hours **your baggage** was delayed for.
- Repair report where applicable.
- Any other relevant information relating to your claim under this section that we may ask you for.



### To make a claim under this section

To make a claim under this section please call: 0345 873 4425

# Section F - Personal money, passport and documents

#### What is covered

1. **We** will pay **you** up to the amounts shown below for the accidental loss of, theft of or damage to **personal money** and documents (including the unused portion of passports, visas and driving licences). **We** will also cover foreign currency during the 72 hours immediately before **your** departure on the outward journey.

The maximum **we** will pay for the following items is:

- a. £200 for bank notes, currency notes and coins.
- b. £50 for bank notes, currency notes and coins, if **you** are under the age of 16.
- c. £150 for all other **personal money** and documents (including the cost of the emergency replacement or temporary passport or visa obtained outside **your home area** and the value of the unused portion of **your** passport, visa or driving licence).
- 2. **We** will pay **you** up to £350 for reasonable additional travel and accommodation expenses necessarily incurred outside **your home area** to obtain a replacement of **your** passport or visa which has been lost, stolen or destroyed outside **your home area**.

# Special conditions relating to claims

- 1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **personal money**, passports or documents.
- If personal money or passports are lost, stolen or damaged while in the care of a hotel or your
  accommodation provider you must report details of the loss, theft or damage to them in writing and get (at
  your own expense) written confirmation. Keep all travel tickets and tags for submission if a claim is to be
  made under this policy.
- 3. If documents are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
- 4. If documents are lost, stolen or damaged whilst in the care of an airline you must:
  - a. Give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
  - b. Keep all travel tickets and tags for submission to **us** if **you** are going to make a claim under this policy.
- 5. **You** must provide (at **your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **you** to substantiate **your** claim.

#### What is not covered

- 1. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** under subsection 1; of *What is covered*, but limited to £100 in all if **family cover** or **single parent cover** applies.
- 2. Loss, theft of or damage to **personal money** or **your** passport or visa if left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or

**public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.

- 3. Loss, theft of or damage to travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.
- 4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 5. Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due to error or omission.
- 6. Any additional travel and accommodation expenses incurred because **you** were unable to board the **public transport** on which **you** were booked to return to the **United Kingdom** or continue **your trip** as a result of the accidental loss of, theft of or damage to **your** passport and/or visa.
- 7. Business money.
- 8. Anything mentioned in What is not covered applicable to all sections of the policy.

## Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Original receipts, proof of ownership or valuations for items lost, stolen or damaged.
- Receipts or bills or proof of purchase for any transport and accommodation expenses claimed for.
- Receipt for all currency and travellers cheques transactions.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



#### To make a claim under this section

# Section G - Personal liability

#### What is covered

**We** will pay up to £2,000,000 (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

- 1. **Bodily injury**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or persons residing with **you** but not paying for their accommodation.
- 2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **you**, a **close relative** and/or anyone in **your** employment other than any temporary holiday accommodation occupied (but not owned) by **you**.

# Special conditions relating to claims

- 1. You must give us written notice of any incident, which may result in a claim as soon as possible.
- 2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
- 3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
- 4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any **third party**. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
- 5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

#### What is not covered

- 1. The first £50 of each and every claim, arising from the same incident claimed for under this section in relation to any temporary holiday accommodation occupied by **you**.
- 2. Compensation or legal costs arising directly or indirectly from:
  - a. Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
  - b. Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - c. Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
  - d. The transmission of any contagious or infectious disease or virus.
- 3. Anything mentioned in *What is not covered applicable to all sections of the policy.*

# **Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- Full details in writing of any incident.
- Any court claim form, summons, letter of claim or other document must be sent to us as soon as you
  receive it.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



# To make a claim under this section

# Section H - Delayed departure



## **Package**

- Means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:
- a. Transport.
- b. Accommodation.
- c. Other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package

as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

### What is covered

If **you** have arrived at the terminal and have checked in, or attempted to check in for **your** prebooked flight, sea crossing, international coach or international train journey from or to the **United Kingdom**, and in addition for residents of Northern Ireland, any departure point in the Republic of Ireland, and it is:

- 1. Delayed for more than 12 hours beyond the intended departure time.
- 2. Is cancelled before or after the scheduled time of departure as a result of any of the following events:
  - a. Strike or industrial action.
  - b. Adverse weather conditions.
  - c. Mechanical breakdown of or a technical fault occurring in the **public transport** on which **you** are booked to travel.

#### We will pay you:

- 1. £20 for the first completed 12 hours delay and £20 for each full 12 hours delay after that, up to a maximum of £200 (which is meant to help **you** pay for telephone calls made and meals and refreshments purchased during the delay) provided **you** eventually travel.
- 2. Up to £2,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay, if:
  - a. After a delay of at least 12 hours.
  - b. Following cancellation, no suitable alternative **public transport** is provided within 12 hours of the scheduled time of departure.

**You** choose to cancel **your trip** before departure from the **United Kingdom** and in addition for residents of Northern Ireland any departure point in the Republic of Ireland.



#### Important note

You can only claim under subsection 1. or 2. above for the same event, not both. You can only claim under one of either Section H – Delayed departure, Section I – Missed departure or Section K – Travel disruption cover for the same event.

# Special conditions relating to claims

- 1. **You** must check in according to the itinerary given to **you** unless **your** tour operator has requested **you** not to travel to the airport, port, train station or bus/coach station.
- 2. **You** must get written confirmation (at **your** own expense) from the carriers (or their handling agents) of the cancellation, number of hours of delay and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered.
- 3. **You** must comply with the terms of contract of the travel agent, tour operator, carrier or transport provider and seek financial compensation, assistance or a refund of **your** ticket from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passenger Rights legislation in the event of cancellation or long delay of flights.
- 4. Where applicable **you** must get (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) and/or provider of accommodation (or their booking agents) that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.

#### What is not covered

- 1. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** under subsection 2. of *What is covered*, but limited to £100 in all if **family cover** or **single parent cover** applies.
- 2. Claims arising directly or indirectly from:
  - a. **Strike or industrial action** existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip** or **one-way trip**.
  - b. An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling.
  - c. Any delays to any subsequent outbound or return connecting **public transport** following **your** departure from the final departure point from or to the **United Kingdom**.
  - d. Volcanic eruptions and/or volcanic ash clouds.
  - e. Missed connections.
- 3. For subsection 2. only of What is covered:
  - a. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
  - b. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios formally known as Air Miles), unless evidence of specific monetary value can be provided.
  - c. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. In addition any property maintenance costs or fees incurred by **you**, as part of **your** involvement in such schemes is not covered.
  - d. Any costs incurred by **you** which are recoverable from the providers of the accommodation, their booking agents (or the administrators of either) or for which **you** receive or are expected to receive compensation or reimbursement.
  - e. Any costs incurred by **you** which are recoverable from the **public transport** operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
  - f. Any costs incurred by **you** which are recoverable from **your** credit/debit card provider or for which **you** receive or are expected to receive compensation or reimbursement.
  - g. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements.

- h. Any cost if **your trip** was booked as part of a *package* holiday except under *What is covered* subsection 1.
- 4. Anything mentioned in *What is not covered applicable to all sections of the policy.*

### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- Full details of the travel itinerary supplied to you.
- A letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of **your** check in time.
- In the case of cancellation claims, your booking confirmation together with written details from your
  travel agent, tour operator or provider of transport/accommodation of the separate costs of transport,
  accommodation and other pre-paid costs or charges that made up the total cost of the trip or one-way
  trip.
- Your unused travel tickets.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Written confirmation from the provider of transport/accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



#### To make a claim under this section

# Section I - Missed departure (only applicable if you eventually travel)

#### What is covered

We will pay you up to £1,000 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or returning to your home, if you fail to arrive at the departure point (including for residents of Northern Ireland any departure point in the Republic of Ireland) in time to board the public transport on which you are booked to travel on for the initial international outbound and return legs only of the **trip** as a result of:

- 1. The failure of other **public transport**.
- 2. An accident to or breakdown of the vehicle in which **you** are travelling.
- 3. An accident or breakdown happening ahead of you on a public road which causes an unexpected delay to the vehicle in which you are travelling.
- 4. Strike or industrial action or adverse weather conditions.



#### Important note

If the same expenses are also covered under Section H – Delayed departure or Section K – Travel disruption cover you can only claim under one section for the same event.

# Special conditions relating to claims

You must allow enough time for the public transport or other transport to arrive on schedule and to deliver you to the departure point.

#### What is not covered

- 1. The first £50 of each and every claim, per incident claimed for, under this section by each **insured** person, but limited to £100 in total if family cover or single parent cover applies.
- 2. Claims arising directly or indirectly from:
  - a. Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
  - b. An accident to or breakdown of the vehicle in which **you** are travelling when a repairers report or other evidence is not provided.
  - c. Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - d. An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling.
  - e. Your failure to arrive at the departure point in time to board any connecting public transport after your departure on the initial international outbound and return legs of the trip.
  - Volcanic eruptions and/or volcanic ash clouds (except claims under subsection 1. of What is covered).

- g. Trips solely within the United Kingdom.
- 3. Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
- 4. Anything mentioned in *What is not covered applicable to all sections of the policy.*

# **Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- A letter from the **public transport** provider detailing the reasons for failure.
- A letter from the relevant **public transport** provider, carrier or authority confirming details of the **strike or industrial action** or **adverse weather conditions**.
- Your unused travel tickets.
- Receipts or bills or proof of purchase for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



## To make a claim under this section

# Section J - Legal expenses and assistance

#### What is covered

**We** will pay up to £50,000 for legal costs to pursue a civil action for compensation, against someone else who causes **you bodily injury**, illness or death.

Where there are two or more **insured persons** insured by this policy, then the maximum amount **we** will pay for all such claims shall not exceed £100,000.

# Special conditions relating to claims

- 1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
- 2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
- 3. **You** must advise **us** of any offers of settlement made by the negligent **third party** and **you** must not accept any such offer without **our** permission.
- 4. **We** may include a claim for **our** legal costs and other related expenses.
- 5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any **third party** for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

#### What is not covered

We shall not be liable for:

- 1. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
- 2. Any claim where in **our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
- 3. Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, **us**, AXA Assistance or their agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
- 4. Legal costs and expenses incurred prior to **our** written acceptance of the case.
- 5. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 6. Any claim where legal costs and expenses are variable depending on the outcome of the claim.
- 7. Legal costs and expenses incurred if an action is brought in more than one country.
- 8. Any claim where in **our** opinion the estimated amount of compensation payment is less than £1,000 for each **insured person**.
- 9. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 10. The costs of any appeal.
- 11. Claims by **you** other than in **your** private capacity.

12. Anything mentioned in What is not covered - applicable to all sections of the policy.

# **Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.



# To make a claim under this section

# Section K - Travel disruption cover (only operative if indicated in the schedule)



# **Pre-paid charges**

- Means charges you have paid before you travel, or are contracted to pay, for car hire, car parking, airport accommodation, airport lounge access, and excursions.



#### **Package**

- Means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:
- a. Transport.
- b. Accommodation.
- c. Other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package

as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

## What is covered

# Before you reach your destination

- 1. **We** will pay **you** up to £2,000 for **your** unused travel, accommodation and other *pre-paid charges* (including excursions up to £250) that **you** cannot claim back from any other source if **you** cannot travel and have to cancel **your trip** as a result of:
  - a. The **public transport** on which **you** were booked to travel from **your home area** being cancelled or delayed for at least 5 hours from the scheduled time of departure.
  - b. You being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 5 hours.
  - c. The insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning you cannot use your booked accommodation.
- 2. **We** will pay **you** up to £2,000 for **your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your prebooked travel and accommodation that **you** cannot claim back from any other source if **you** have to make alternative arrangements to reach **your** destination as a result of:
  - a. The **public transport** on which **you** were booked to travel from **your home area** being cancelled or delayed for at least 12 hours, diverted or re-directed after take-off.
  - b. You being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 5 hours.
- 3. If the **public transport** on which **you** were booked to travel from **your home area** including any onward connecting flights is cancelled or delayed for at least 12 hours we will pay you £20 for the first 12 hours delay and £20 for each full 12 hours delay after that up to a maximum of £200 providing **you** eventually continue the **trip** (this will help **you** pay for telephone calls made and meals and refreshments purchased during the delay).

- 4. **We** will pay **you** up to £500 for **your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of **your** pre-booked travel and accommodation **you** have to pay to reach **your** overseas destination that **you** cannot claim back from any other source if **you** fail to arrive at the departure point in time to board any onward connecting **public transport** on which **you** are booked to travel as a result of:
  - a. The failure of other **public transport**.
  - b. Strike or industrial action or adverse weather conditions.
  - c. **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.

### While you are at your destination

- 5. **We** will pay **you** up to £2,000 for **your** unused travel, accommodation (including excursions up to £250) and other *pre-paid charges* that **you** cannot claim back from any other source together with any reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (for example full or half board, all inclusive, bed and breakfast, self catering or room only) if **you** have to:
  - a. Move to other accommodation at any point during **your trip** as a result of the insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation.
  - b. **Curtail your trip** with prior authorisation of the Emergency Assistance Service as a result of the insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation and **you** need to be repatriated to **your home**.

### On the way home

- 6. **We** will pay **you** up to £2,000 for **your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of **your** prebooked travel and accommodation that **you** cannot claim back from any other source if **you** have to make alternative arrangements to return to **your home** or stay longer outside of **your home** area as a result of:
  - a. The **public transport** on which **you** were booked to travel to **your home area** including connections being cancelled or delayed for at least 12 hours, diverted or re-directed after takeoff.
  - b. **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours.
- 7. If the **public transport** on which **you** were booked to travel to **your home area** including any onward connecting flights is cancelled or delayed for at least 12 hours **we** will pay **you** £20 for the first 12 hours delay and £20 for each full 12 hours delay after that up to a maximum of £200 providing **you** return to **your home** on the next available suitable **public transport** (this will help **you** pay for telephone calls made and meals and refreshments purchased during the delay).
- 8. We will pay you up to £500 for your reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your prebooked travel and accommodation you have to pay to return to your home that you cannot claim back from any other source if you fail to arrive at the departure point in time to board any onward connecting public transport on which you are booked to travel including those within the United Kingdom as a result of:
  - a. The failure of other **public transport**.
  - b. Strike or industrial action or adverse weather conditions.
  - c. **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.



#### Important note

You can only claim under one of either Section K – Travel disruption cover, Section H – Delayed departure or Section I – Missed departure for the same event.

# Special conditions relating to claims (applicable to all sections of cover)

- 1. If **you** fail to notify the travel agent, tour operator, provider of transport or accommodation (or their booking agents) as soon as **you** find out it is necessary to cancel the **trip** the amount **we** will pay will be limited to the cancellation charges that would have applied otherwise.
- 2. **You** must get (at **your** own expense) written confirmation from the provider of the accommodation or their booking agents (or the administrators of either), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
- 3. **You** must give notice as soon as possible to the Emergency Assistance Service of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.
- 4. **You** must check in according to the itinerary supplied to **you** unless **your** tour operator, the **public transport** operator (or their handling agents) have requested **you** not to travel to the departure point.
- 5. **You** must get (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
- 6. **You** must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.
- 7. Where applicable **you** must get (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) and/or provider of accommodation (or their booking agents) that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- 8. If the same costs and charges are also covered under any other section of this policy, **you** can only claim for these under one section for the same event.

# What is not covered (applicable to all sections of cover)

- 1. The first £50 of each and every claim, per incident claimed for under this section for each **insured person** (except claims under subsections 3. and 7. of *What is covered*) but limited to £100 if **family cover** or **single parent cover** applies.
- 2. Claims arising within the first 14 days after **you** purchased this insurance or the date **you** booked any **trip** (whichever is the later) which relate to an event which was occurring or **you** were aware could occur at the time **you** purchased this insurance or booked the **trip** (whichever is the later).
- 3. Claims arising directly or indirectly from:
  - a. **Strike or industrial action** or a directive prohibiting all travel or all but essential travel to the country or specific area or event to which **you** were travelling, existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip**.
  - b. An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation or the Civil Aviation Authority, Port Authority or any similar body in any country.
  - c. Denied boarding due to **your** drug use, alcohol or solvent abuse or **your** inability to provide a valid passport, visa or other documentation required by the **public transport** operator or their handling agents.

- 4. Any claims arising whilst **you** are on a day-trip.
- 5. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 6. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios formally known as Air Miles), unless evidence of specific monetary value can be provided.
- 7. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
- 8. Any costs incurred by **you** which are recoverable from the providers of the accommodation, their booking agents (or the administrators of either) or for which **you** receive or are expected to receive compensation or reimbursement.
- 9. Any costs incurred by **you** which are recoverable from the **public transport** operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- 10. Any costs incurred by **you** which are recoverable from **your** credit/debit card provider or for which **you** receive or are expected to receive compensation or reimbursement.
- 11. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements.
- 12. Any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your trip**.
- 13. Any unused travel costs arising from the insolvency of **your** transport provider.
- 14. Any cost if **your trip** was booked as part of a *package* holiday except under:
  - a. Subsection 3 and 7 or;
  - b. Subsection 1 for any cost relating to *pre-paid charges* which do not form part of **your** *package* holiday.
- 15. Any claim arising from a reason not listed in the *what is covered* section.
- 16. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth and Development Office (FCDO) (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 17. Anything mentioned in 'What is not covered applicable to all sections of the policy'.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator, provider of transport/accommodation (or their booking agents).
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator, provider of transport/accommodation (or their booking agents) of the separate costs of transport, accommodation and other *pre-paid charges* or costs that made up the total cost of the **trip**.
- Your unused travel tickets.
- Written confirmation from **your public transport** operator (or their handling agents) of the cancellation, number of hours delay or denied boarding and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered.
- Written confirmation from the company providing the accommodation or their booking agents (or the administrators of either), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.

- Written confirmation from the provider of transport/accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- Any other relevant information that **we** may ask **you** for.



# To make a claim under this section

# Section L - Gadget cover

#### Introduction

This policy only covers **your gadget(s)** when **you** are on an insured **trip** and when in the care of **you** or a member of **your immediate family**.



#### **Definitions**

Special additional definitions applicable to **Gadget** cover.

The words and phrases defined below have the same meaning wherever they appear in bold.

#### Accessories

– Means items such as but not limited to, chargers, protective cases, headphones, and hands-free devices, below the value of £150, that are used in conjunction with **your** insured **gadget(s)** but excludes SIM cards and wearables. **Evidence of ownership** for **accessories** will need to be provided at point of claim.

#### **Accidental loss/accidentally lost**

- Means that **your gadget(s)** have been accidentally left by **you** in a location and **you** are permanently deprived of their use.

#### **Accidental Damage**

 Means any damage, including damage caused by fire and/or liquid damage, caused to your gadget which was not deliberately caused by you or any other person.

#### Accommodation

- Means your hotel, hotel resort, or other main residence where you are staying during your trip.

#### **Claims Administrators**

- Means Davies Group.

#### Criteria

- Means **we** can only insure **your gadget(s)** if **you** are able to provide **evidence of ownership**, and if they are:
  - 1. Purchased by **you** as new in the UK, or;
  - 2. Purchased by **you** as refurbished in the UK, as long as they were purchased with a 12 month warranty or;
  - 3. Gifted to **you** as long as **you** are able to provide a Gift receipt, and;
  - 4. Are not more than 4 years old at the time this policy is initially purchased, and;
  - 5. Are in your possession and in good working condition (not accidentally damaged) and;
  - 6. Have not previously been repaired using non-manufacturer parts.

#### **Drone**

- Means un-manned aerial vehicles.

## **Evidence of ownership**

- Means a document to evidence that the **gadget(s) you** are claiming for belong to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

#### Gadget(s)

- Means the portable electronic **gadget(s)** that meet the **criteria**. **Gadget(s)** include: Mobile Phones, iPhones, iPads, Tablets, Cameras, Go Pros, Smartwatches and Laptops.

#### Hotel Resort

- Means a hotel which contains full sized luxury facilities with full-service accommodation and amenities, on-site.

#### Immediate family

- Means **your** mother, father, son, daughter, spouse, or domestic partner who resides with **you** at **your home.** 

#### Laptop

- Means a portable computer suitable for use whilst travelling.

#### **Precautions**

- Means all measures that would be deemed appropriate to expect a person to take in circumstances to prevent **accidental loss**, **accidental damage**, or **theft** of **your gadget(s)**.

#### **Proof of usage**

- Means evidence that **your gadget(s)** have been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadget(s)**, in the event of an accidental damage claim this can be verified when the **gadget(s)** are sent to **our** repairers for inspection.

#### Schedule

- Means the document provided to **you** following the purchase of this policy.

#### Theft/Stolen

- Means the unauthorised dishonest appropriation of **your gadgets**, by another person with the intention of permanently depriving **you** of them.

#### Unattended

- Means not within **your** sight at all times or out of **your** arms-length reach when away from **your accommodation**.

#### You/Your(s)/Yourself/Insured person(s)

- Means each person travelling on a **trip** whose name appears on the **schedule**. This will also mean the person who owns the **gadget(s)**.

#### What is covered

We will cover you for up to £1,000 in total for your gadget(s) on a trip due to:

#### A. Accidental Damage / Malicious Damage

**We** will arrange a repair if **your gadget(s)** are damaged as the result of an accident or malicious damage whilst on **your trip**. If **your gadget(s)** cannot be economically repaired, they will be replaced.

#### B. Theft

If **your gadget(s)** are **stolen** whilst on **your trip**, we will replace them. Where only a part or parts of **your gadget** have been **stolen**, **we** will only replace that part or those specific parts.

#### C. Accidental Loss

If **you** suffer **accidental loss** or unintentional loss of **your gadget(s)**, whilst on **your trip**, **we** will replace them.

#### D. Breakdown

If **your gadget(s)** suffer electrical breakdown whilst on **your trip** which occurs outside of the manufacturer's guarantee period, **we** will repair them. If **your gadget(s)** cannot be economically repaired, they will be replaced. This cover is not available on laptops.

#### E. Unauthorised Call/Data Use

If **your** mobile phone is **accidently lost** or **stolen** whilst on **your trip** and is used fraudulently, and **your** claim is covered by **your** policy, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £10,000 for any one claim. This includes calls, messages, downloads, and data made / used from the time it was **accidentally lost** or **stolen** up to a maximum of 24 hours from discovery of the incident.

### F. Liquid Damage

If your gadget(s) are damaged as a result of accidentally coming into contact with any liquid whilst on your trip, we will repair them. If they cannot be repaired, we will replace them.

#### G. Accessories

If your claim for your gadget(s) is approved, we will replace any accessories that were accidentally lost, stolen, or suffered accidental damage at the same time as your gadget(s) up to a maximum value of £150.

If we replace your gadget(s) with a different make or model and this means that you can no longer use your existing accessories, we will replace them too, up to a maximum value of £150.

#### What is not covered

Your gadget(s) are not covered for:

#### 1. Theft:

- from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless
  the gadget(s) have been concealed in a locked boot, closed glove compartment or other closed
  internal compartment and all the vehicle's windows and doors have been closed and locked and
  all security systems have been activated. A copy of the repairer's account for damage in gaining
  entry to the locked vehicle must be supplied with any claim;
- from any building or premises (including **your accommodation**) unless the **theft** involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage must be supplied with any claim;
- when away from your accommodation, or when in your accommodation with invited guests
  or other people, unless the gadget(s) are concealed on or about your person when not in use, or
  stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk
  drawer);
- where your gadget(s) were in the possession of a third party (other than a member of your immediate family) at the time of the event giving rise to a claim under this cover;
- where the **gadget(s)** have been left **unattended** when they are away from **your accommodation** (including being in luggage during transit);
- where all available **precautions** have not been taken to prevent **theft**;
- 2. Loss or damage caused by:
  - you deliberately damaging, intentionally leaving or neglecting your gadget(s);
  - you not following the manufacturer's instructions;
  - the use of non-manufacturer approved accessories;
- 3. Repair or other costs for:
  - · routine servicing, inspection, maintenance or cleaning;
  - loss caused by a manufacturer's defect or recall of the gadget(s);
  - repairs carried out by persons not authorised by us;
  - liquid damage to **your gadget(s)** where the event causing the need to claim involved **you** taking **your gadget(s)** on a boat, other water vessels, or whilst taking part in water activities;
  - · wear and tear or gradual deterioration of performance;
  - cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;
- 4. The mechanical **breakdown** of a **laptop** computer.
- 5. Any kind of damage whatsoever unless the damaged **gadget(s)** are provided for repair.
- 6. Any loss of a SIM (subscriber identity module) card.
- 7. Loss, damage or theft of a **drone**.

- 8. Any expense incurred as a result of not being able to use **your gadget(s)**, or any loss other than the repair or replacement costs of **your gadget(s)** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of £10,000.
- 9. The policy **excess** if **you** make a claim, the first £50 of each and every claim, per incident claimed for, under this section by each **insured person**. This excess must be paid to **us** before **your** claim can be approved.
- 10. Loss of or damage to **accessories** that were not attached to **your gadget(s)** at the time of the incident.
- 11. Any claim for **your gadget(s)** where **proof of usage** cannot be provided or evidenced.
- 12. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget(s)**.
- 13. Reconnection costs or subscription fees of any kind.
- 14. Any loss of or damage to information or data or software contained in or stored on **your gadget(s)** whether arising as a result of a claim paid by this insurance or otherwise.
- 15. Liability of any nature arising from ownership or use of **your gadget(s)**, including any illness or injury resulting from such ownership or use.
- 16. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- 17. **We** will not provide cover, pay any claim, or provide any benefit if doing so would expose **us** to any sanction, prohibition, or restriction.

#### **Claim settlement**

- 1. The intention of this policy section is to put you back in the same position as immediately prior to the accidental loss, theft, or accidental damage. It is not a replacement as new policy. If your gadget(s) cannot be replaced with identical gadget(s) of the same age and condition, we will replace them with ones of comparable specification or the equivalent value taking into account the age and condition of the original gadget(s). We cannot guarantee that the replacement gadget(s) will be the same colour as the original items.
- 2. Repairs will take place on **your** return to **your home** in the UK and will be carried out using readily available parts. Where possible **we** will use original parts but, in some cases, unbranded parts may be used. If any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget(s)** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
- 3. All blocks must be removed from **your gadget(s)** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or **your gadget(s)** being returned to **you**.

#### **Conditions and limitations**

- 1. **Gadget** cover only provides insurance protection for **your gadget(s)** purchased in the UK. Cover automatically extends to include use of **your gadget(s)** whilst on a **trip** covered by this policy and are subject to any repairs being carried out in the UK by repairers approved by **us**.
- 2. Your gadget(s) must not be more than 4 years old, must be purchased in the UK as new, or if refurbished, purchased with a 12-month warranty, and you must be able to provide evidence of ownership when it is requested. Evidence of ownership should include the make, model and IMEI/serial number of the gadget(s) and must be in your name or you must be in possession of a gift receipt.
- 3. **You** must provide **us** with any receipts, documents, or **evidence of ownership**, that it is reasonable for **us** to request.
- 4. **You** must take all available **precautions** to prevent any **accidental loss, theft**, or **accidental damage**.
- 5. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

# Claims procedure - Gadget cover

#### 1. You must:

- notify the **claim administrators** using the claim notification portal at https://gadgetclaimsAXA.davies-group.com, as soon as possible but ideally within 48 hours of your return to the UK;
- report the **theft** or **accidental loss** of any **gadget(s)**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the theft or accidental loss of any gadget(s) to the Police within 48 hours of discovery and
  obtain a crime reference number in support of a theft claim and a lost property number in support of
  an accidental loss claim;

Please note any delay in reporting an incident to the **claim administrators**, **your** Airtime Provider or the Police may invalidate **your** right to claim under the policy.

- provide **us** with details of the claim and any other contract, guarantee, warranty, or insurance that may apply to the **accidental loss**, **theft**, or **accidental damage** but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers; and
- 2. If **we** replace **your gadget(s)** the damaged, lost or stolen item becomes **our** property. If it is returned or found, **you** must notify **us** and send it to **us** if **we** ask **you** to.

Please address all claims correspondence to the **Claims Administrators**:

Davies Group Quay Point Lakeside Boulevard Doncaster, DN4 5PL

gadgetclaims@davies-group.com

#### **Consumer Insurance Act**

**You** are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the answers **you** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

# Making a complaint

We aim to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints **we** receive are taken seriously. The following will help **us** understand **your** concerns and give **you** a fair response.

# Making your complaint

If **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim. In the case of a claim under Section L - Gadget cover, please refer to the Claims procedures included in that section.

If **your** complaint relates to **your** policy, please contact 01903 255 659. If however **your** complaint relates to Section L - Gadget cover please contact Davies Group.

#### Contact Details for Southdowns Sales and Service

The Operations Manager 4th Floor, Southfield House 11 Liverpool Gardens Worthing West Sussex BN11 1RY

Tel: 01903 255 659

Email: Info@southdownsinsurance.co.uk

# **Complaint Contact Details for Davies Group:**

Davies Group Unit 8 Fulwood Business Park Caxton Road Fulwood Lancashire PR2 9NZ

Tel: +44 (0) 345 074 4813

Email: gadgetcomplaints@davies-group.com

#### Contact Details for AXA Assistance:

AXA Travel Insurance Head of Customer Care The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR United Kingdom

Tel: +44 (0) 1737 815227

Email: claimcomplaints@axa-travel-insurance.com

# When you make contact please provide the following information:

Your name, address and postcode, telephone number and e-mail address (if you have one).

**Your** policy and/or claim number, and the type of policy **you** hold.

The name of **your** insurance agent/firm (if applicable).

The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

# Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action.

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

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

# Our promise to you

#### We will

- Acknowledge written 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.