



freedom

INSURANCE SERVICES LTD

Policy Wording

Silver, Gold and Platinum policies underwritten by Millstream Underwriting Ltd

Freedom Insurance Services Limited is registered in England number 4399749. Freedom Insurance Services Limited is authorised and regulated by the Financial Conduct Authority reference number 306536.

FRE_PW_AWP



**Platinum Trusted
Service Award**

2023

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WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

Please phone **us** as soon as possible, and quote **your** policy number.

- If **you** have an emergency during **your trip**
- If **you** require medical treatment outside **your home country** or if **you** have to return early to **your home country**

Please contact the assistance company on
+44 (0)330 311 2629

or email: assistance@millstreamunderwriting.com

These lines are open 24 hours a day.

We will provide help if **you** are ill or injured outside **your home country**. We provide a 24-hour emergency service 365 days a year.

YOU, OR SOMEONE ON YOUR BEHALF, MUST CONTACT US BEFORE INCURRING COSTS ABOVE £500.

HOW TO MAKE A CLAIM ON YOUR RETURN

Submit a claim online: www.submitclaim.co.uk/freedom or contact the claims team on:

Phone: 0330 311 2629 (Option 2)

Email: claims@millstreamunderwriting.com

You must return the completed claim form to the Claims Department with all original invoices, receipts, reports and any other information **we** ask for, within 28 days of the end of the **trip**. **You** should check the section **you** are claiming under to see if an **excess** applies or if there are any specific conditions and details. Please remember that it is always advisable to keep copies of all the documents that are sent to **us** when making a claim.

OUTPATIENT TREATMENT

If **you** are in SPAIN, GREECE, PORTUGAL, EGYPT, MALTA, BULGARIA, TURKEY or CYPRUS and need outpatient medical treatment please provide a copy of **your** policy documentation to the **medical practitioner** and ask the clinic to contact Global Excel Europe. **Your** treatment will be paid by Global Excel Europe in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment and to pay the **excess** directly to the clinic.

OTHER USEFUL CONTACTS

Foreign, Commonwealth & Development Office
+44 (0)20 7008 1500 www.gov.uk/fcdo

Department of Health 020 7210 4850 –
Advice for travellers www.dh.gov.uk/travellers

SUMMARY OF COVER

		SILVER		GOLD		PLATINUM	
Section		Sum Insured (up to)	Excess (per person, per section)	Sum Insured (up to)	Excess (per person, per section)	Sum Insured (up to)	Excess (per person, per section)
1	Emergency Medical and Repatriation Expenses*	£5,000,000	£100	£10,000,000	£75	£10,000,000	£50
1.1	Funeral Expenses	£3,000	Nil	£3,000	Nil	£5,000	Nil
1.2	Hospital Benefit	£25 per 24 hours up to £1,000	Nil	£25 per 24 hours up to £1,000	Nil	£25 per 24 hours up to £1,000	Nil
1.3	Loss of Medication	£300	Nil	£300	Nil	£300	Nil
2	Cancellation and Curtailment	£1,500	£100	£5,000	£75	£10,000	£50
3	Missed Departure	£750	£100	£1,000	£75	£1,250	£50
4	Travel Delay	£10 per 12 hours up to £100	Nil	£20 per 12 hours up to £200	Nil	£30 per 12 hours up to £300	Nil
	Abandonment	£1,500	£100	£5,000	£75	£10,000	£50
5	Personal Possessions	£750	£100	£1,000	£75	£2,000	£50
5.1	Single Article Limit	£250	£100	£500	£75	£750	£50
5.2	Valuables Limit	£250	£100	£500	£75	£750	£50
5.3	Delayed Baggage after 12 hours	£100	Nil	£100	Nil	£100	Nil
5.4	Mobility Aids	£2,500	£100	£2,500	£75	£2,500	£50
6	Personal Money incl. cash limit	£300	£100	£500	£75	£750	£50
7	Loss of Passport	£300	£100	£500	£75	£750	£50
8	Pet Care	£20 per 12 hours up to £500	Nil	£20 per 12 hours up to £500	Nil	£20 per 12 hours up to £500	Nil
9	Personal Accident	£10,000	Nil	£10,000	Nil	£15,000	Nil
10	Personal Liability	£1,000,000	£100	£1,500,000	£75	£2,000,000	£50
11	Legal Expenses	£20,000	£100	£20,000	£75	£20,000	£50
12	Natural Catastrophe	£500	£100	£750	£75	£1,000	£50
13	Hijack	£100 per 24 hours up to £500	Nil	£100 per 24 hours up to £500	Nil	£100 per 24 hours up to £500	Nil
OPTIONAL COVER SECTION							
OPTIONAL WINTER SPORTS COVER							
14	Ski Equipment	£1,000	£100	£1,000	£75	£1,000	£50
	Single Article Limit (Owned)	£500	£100	£750	£75	£1,000	£50
	Single Article Limit (Hired)	£250	£100	£500	£75	£750	£50
	Piste Closure	£100 per 12 hours up to £1,000	Nil	£100 per 12 hours up to £1,000	Nil	£100 per 12 hours up to £1,000	Nil
	Delayed Ski Equipment after 12 hours	£50 per 12 hours up to £500	Nil	£50 per 12 hours up to £500	Nil	£50 per 12 hours up to £500	Nil
	Loss of Ski Pack	£250	Nil	£500	Nil	£500	Nil
OPTIONAL CRUISE EXTENSION							
15	Cruise Interruption	£1,500 (Limited to £300 per port)	Nil	£1,500 (Limited to £300 per port)	Nil	£1,500 (Limited to £300 per port)	Nil
	Unused Excursions	£1,500	£100	£1,500	£75	£1,500	£50
	Missed Departure	£1,500	£100	£1,500	£75	£1,500	£50
	Cabin Confinement	£100 per 24 hours up to £1,000	Nil	£100 per 24 hours up to £1,000	Nil	£100 per 24 hours up to £1,000	Nil

All cover benefits are per person insured. Excesses are per person, per section.

*Emergency Medical and Repatriation Expenses - For travel to the United States of America we will only pay for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

Freedom Insurance Services Limited is registered in England number 4399749. Freedom Insurance Services Limited is authorised and regulated by the Financial Conduct Authority reference number 306536.

You can check the regulatory status of Freedom Insurance Services Limited by visiting <http://www.fca.org.uk/register> or by telephoning **0800 111 6768**.

IMPORTANT INFORMATION

Thank **you** for taking out travel insurance with **us**.

This policy wording, **your** schedule and any endorsements form a contract of insurance between **you** (the insured named on the schedule) and **us**, (Millstream Underwriting Ltd on behalf of AWP P&C SA administered in the **United Kingdom** by AWP Assistance UK Limited) and explains the definitions, conditions, exclusions and limits of cover we provide. This contract is only valid when you have a valid schedule and have paid the appropriate premium.

It is very important that **you** carefully read the terms, conditions and exclusions of this insurance to ensure that **you** are properly covered for **your** planned trip.

GOVERNING LAW

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. **We** the insurer and **you** do not intend any term of this contract to be enforceable pursuant to the Contract (Rights Of Third Parties) Act 1999.

ELIGIBILITY CRITERIA

- This policy is only available to residents of the **United Kingdom** and the policy must have been purchased whilst **you** are in the **United Kingdom**.
- **Your trip** must start and end in the **United Kingdom** and **you** must have a return ticket.
- The insurance cannot be purchased once **your trip** has commenced.
- Cover is only provided for **trips** in the **United Kingdom** if **you** have a minimum of two nights' pre-booked and pre-paid accommodation.
- An individual policy is for 1 adult aged 18 or over.
- A family policy is for up to 2 adults with up to 6 children under the age of 18.
- A couple policy is for 2 adults in a relationship, living at the same address.
- If **you** are a **United Kingdom** resident living in Northern Ireland and **your** travel itinerary requires **you** to use Republic of Ireland departure / arrival points, **your** cover will be as if **you** were still travelling from Northern Ireland.

You should note that the policy will **NOT** cover **you** if:

- **You** reside outside the **United Kingdom**;
- **You** require Winter Sports cover but are over the age of 65 and/or have not paid the appropriate premium;
- **You** are not registered with a General Practitioner in **your home country**.
- **You** are over the age of 79 if **you** require an Annual Multi-Trip policy.

IMPORTANT HEALTH REQUIREMENTS FOR ALL INSURED PERSONS

You must declare all **pre-existing medical conditions**. If **you** need to declare a condition to **us** or notify **us** of a change in **your** health, please call **us** on **01223 454 290**.

Failure to contact **us** could leave **you** with no right to make a claim, and may mean that **you** travel with insufficient cover. If cover can be provided for **your** condition, **you** will be given a medical screening endorsement upon receipt of payment.

For the purposes of this insurance, a **pre-existing medical condition** is considered to be:

- Any **medical condition** where **you** have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which **you** are currently on a waiting list for treatment or investigation;
- Any heart, heart-related or circulatory condition; any respiratory condition; any stress, anxiety, depression or any other psychological condition or any cancerous condition.

We cannot offer **you** cover if **you** have:

- Any illness for which **you** have received a **terminal prognosis**; or
- Any **undiagnosed symptoms** (i.e. Symptoms for which **you** are awaiting investigations/ consultations, or awaiting results of investigations, or where the underlying cause of the symptoms has not been established).
- **You** must be fit to undertake **your** planned **trip**.

In addition:

- **You** must not travel against medical advice (or would be travelling against medical advice had **you** sought medical advice prior to travel) or with the intention of obtaining medical treatment or consultation abroad.
- If **your** health changes prior to travel, **you** must inform **us**. **We** may increase **your** premium or be unable to cover **you** for **your** **trip**. Failure to inform **us** may result in any claim being declined.
- If **you** are on a waiting list for treatment or investigation, **you** are not covered if **you** have to cancel or **curtail** **your**

trip because an appointment or treatment becomes urgently available.

NON-TRAVELLING RELATIVES

This policy will NOT cover any claims under Cancellation or **Curtailment** or **Trip Interruption** arising directly or indirectly from any **medical condition** in existence prior to the start of **your period of insurance**, and/or before booking **your trip** affecting any **close relative, travel companion**, or person with whom **you** intend to stay whilst on **your trip** if:

- a **terminal prognosis** had been received; or
- if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital; or if during the 90 days immediately prior to the start of the **period of insurance** they had required surgery, inpatient treatment or hospital consultations.

TRIP DURATION LIMITS

Single **Trip** Policies: **Your trip** dates will be noted on **your schedule of insurance**, the limit is 365 days per **trip** if **you** are aged 65 or under at the time of purchase; 60 days if **you** are aged between 66 and 70; 45 days if **you** are aged between 71 and 75; 31 days if **you** are aged 76 to 79.

Annual Multi-**trip** Policies: Any number of **trips** in the policy year but limited to 31 days per **trip**, unless **you** are aged 75 or under and have paid for the Annual Multi-**trip** extension to increase your **trip** limit to 45 days per **trip** which will be shown on **your schedule of insurance**.

You must pay the appropriate premium for the full number of days for **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.

If **you** have to stay on **your trip** longer because of events which are covered by this insurance **we will** extend the **period of insurance** by up to 30 days, at no extra cost.

GEOGRAPHICAL LIMITS

You can select the area of cover that is most appropriate for **your** travel plans. Cover will not apply if **you** travel outside the area that **you** have chosen. **We** have six options available for single trip policies and UK, European, Rest of the World and Worldwide annual multi-trip policies. Visit www.freedominsure.co.uk or call **01223 454 290** for full definitions.

Single Trip Geographical Areas:

- **Area 1**
UK **including** Channel Islands
- **Area 2**
Europe **excluding** Egypt, Israel, Spain, The Canaries, Turkey, Cyprus and Malta
- **Area 3**
Europe **excluding** Israel and Egypt
- **Area 4**
Australia and New Zealand
- **Area 5**
Worldwide **excluding** USA, Canada, Caribbean and Mexico
- **Area 6**
Worldwide

Annual Multi-Trip Geographical Areas:

- **United Kingdom**
UK **including** Channel Islands
- **Europe**
European countries **excluding** Israel & Egypt
- **Rest of the World**
Worldwide countries **excluding** USA, Canada, Caribbean and Mexico
- **Worldwide**

You will not be covered if **you** travel to a country or region where the Foreign, Commonwealth & Development Office has advised against all travel or all but essential travel. For further details visit www.gov.uk/foreign-travel-advice.

WHO AND WHAT IS COVERED

This wording provides full details of all **your** cover and **your certificate of insurance** will indicate which level of cover **you** have purchased.

The policy covers all persons named on the **schedule of insurance**.

This policy wording contains all possible levels of cover on offer. **You** should be aware that the sections of cover that apply to **your policy** will depend on **your** choice of cover, and the premium **you** have paid and will be shown on **your schedule of insurance**.

If **you** are in any doubt about any aspect of this policy wording please contact us on **01223 454 290** or email services@freedominsure.co.uk.

YOUR DUTY OF DISCLOSURE

It is vital that **you** answer any questions asked in relation to arranging or administering this insurance policy honestly and accurately. **You must** take reasonable care not to make

any misrepresentation because inaccurate answers may result in a claim being declined.

CANCELLATION OF YOUR POLICY

If **you** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your** policy for a refund of your premium. If during this 14 day period **you** have travelled, made a claim, or intend to make a claim then **we** are entitled to recover all costs for those services that **you** have used. If the notice of cancellation is received outside the 14 day cooling-off period no premium will be refunded, however discretion may be exercised in exceptional circumstances.

PREGNANCY AND CHILDBIRTH

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Section 1 for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is ONLY provided under Sections 1 and 2 of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure **you** read the definition of **complications of pregnancy and childbirth** given under the Meaning of Words.

FRAUD

Throughout **your** dealings with **us** **we** expect **you** to act honestly.

If **you** or anyone acting for **you**:

- knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief;
- makes a fraudulent or exaggerated claim under **your** policy;
- makes a false statement in support of a claim;
- submits a false or forged document in support of a claim;
- makes a claim for any loss or damage caused by **your** willful act or caused with **your** agreement, knowledge or collusion;

Then **we** will:

- prosecute fraudulent claimants;
- make the policy void from the date of the fraudulent act;
- not pay any fraudulent claims;
- be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;
- not return any premium paid by **you** for the policy;
- inform the police of the circumstances;
- pass **your** details onto fraud prevention agencies;
- place **your** details on to a register of claims through which insurers share claims related information.

FINANCIAL SERVICE COMPENSATION SCHEME

In the event that the **insurer** is unable to pay a claim **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

DATA PROTECTION NOTICE

This policy is underwritten by Millstream Underwriting Limited on behalf of AWP P&C SA. AWP Assistance UK Limited is the appointed administrator in the **United Kingdom**. Freedom Insurance Services Ltd (FCA Firm ref: 306536) and Millstream Underwriting Limited (FCA Firm ref: 308584) are authorised and regulated by the Financial Conduct Authority (FCA)

AWP Assistance UK Ltd is authorised and regulated by the FCA. AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. Details about the extent of our regulation by the PRA are available from us on request.

Millstream Underwriting Limited and AWP Assistance UK Limited will act as an agent for AWP P&C SA with respect to the receipt of customer **money** and for settling claims and handling **premium refunds**.

Freedom Insurance Services Ltd will act as agents for AWP P&C SA with respect to the receipt of customer **money** and for the purpose of handling **premium refunds**.

Millstream Underwriting Limited, Registered in England No. 3896220, Registered Office: 52-56 Leadenhall Street, London, EC3A 2EB

Freedom Insurance Services Limited, Registered in England No. 4399749 Registered Office: 58 Market Square, St Neots, Cambridgeshire, PE19 2AA.

AWP Assistance UK Limited, Registered in England No. 1710361, Registered Office: 60 Gracechurch Street, London EC3P 3DS.

RECIPROCAL HEALTH AGREEMENTS

If **we** agree to a claim for medical expenses which has been reduced by **you** using a reciprocal health agreement or private health insurance **you** will not have to pay the **excess** amount under the Emergency Medical and Repatriation Expenses Section. Where it is necessary for **you** to provide evidence of the medical costs incurred, this must show that the medical fee has been reduced by use of a reciprocal health agreement or private health insurance. Before travelling **you** should apply for a UK Global Health

Insurance Card (GHIC) which allows you to access state healthcare in Europe. Visit www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic.

When **you** are travelling to Australia and **you** have to go to hospital, **you** must enrol for treatment under the National Medicare Scheme. The United Kingdom also has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at www.nhs.uk/using-the-nhs/healthcare-abroad.

MEANING OF WORDS

The following words and expressions used in this policy shall mean the following wherever they appear in bold within this document:

Bodily injury

Accidental **bodily injury** caused solely and directly by external, violent and visible means.

Schedule of insurance

The document showing details of the cover purchased and naming all **insured persons**.

Close relative

Mother, father, sister, brother, wife, husband, partner, son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

Complications of pregnancy and childbirth

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

Computer system

Any computer hardware, software, communication system or electronic device (including smartphones, laptops, tablets and wearable devices), server, cloud, microcontroller or similar system (including any associated input, output or data storage device, networking equipment or backup facility).

Coronavirus

Coronavirus disease (COVID-19); severe acute respiratory syndrome **coronavirus** (SARS-COV-2), any mutation of these or any **epidemic** or **pandemic** virus or **epidemic** or **pandemic** disease.

Curtail/Curtailment

Return early to **your home** after the commencement of the **outward journey**.

Cyber risk

- Any unauthorised, malicious or illegal act (or the threat of such an act), involving access to or the processing, use or operation of any **computer system**;
- Any error or omission involving access to or the processing, use, or operation of any **computer system**;
- Any partial or total unavailability or failure to access, process, use or operate any **computer system**; or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount relating to the value of such data.

Epidemic

A disease, illness or virus spreading in a certain region or country and which is defined as such by the World Health Organization or Foreign, Commonwealth & Development Office.

Excess

The first amount of a claim that **you** must pay as detailed in the travel insurance summary of cover. This amount is calculated per person per section.

Home

Your permanent residence in **your home country**.

Home country

The country where **you** are ordinarily permanently resident, pay tax and are registered with a **medical practitioner**.

Insured person

Any person named on the **schedule of insurance** for whom the appropriate premium has been paid.

Legal representative

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

Loss of limb

Total loss of use by physical severance at or above the wrist or ankle.

Loss of sight

Total and permanent **loss of sight** without expectation of improvement in both eyes when **your** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Manual work

Physical labour involving the use of tools or machinery or working more than two metres off the ground (nursing and bar-work are not considered to be **manual work**).

Medical condition

Any medical or psychological disease, sickness, condition, illness or injury.

Medical practitioner

A doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice, excluding **you**, **your travel companion**, **your close relative**, or **your** employee.

Money

Cash, postal and **money** orders, travellers' cheques held by **you** for social, domestic and pleasure purposes.

Natural catastrophe

A catastrophic event caused by: fire caused by the natural forces of nature, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **you** purchased this insurance or booked **your trip**.

Outward journey

The initial journey in conjunction with **your trip** from **your home** in **your home country**.

Pandemic

A disease, illness or virus which is simultaneously transmitted globally and declared as such by the World Health Organization or Foreign, Commonwealth & Development Office.

Permanent total disablement

A disablement which prevents **you** from carrying out ANY occupation for a period of 12 months after an accident sustained during **your trip** and which is, at the end of that period, beyond reasonable hope of improvement.

Period of insurance

The **period of insurance** for all sections except cancellation commences when **you** leave **your home** in **your home country** to start **your trip** and ends when **you** have returned to **your home** in **your home country**. Cancellation cover for a single **trip** policy starts when **you** purchase this insurance or when **you** book **your trip**, whichever is the later. Cancellation cover for annual multi-**trip** policies will not commence until the start date shown on **your schedule of insurance** even if the premium has been paid earlier.

Personal possessions

Suitcases (or other luggage carriers) and their contents taken on **your trip** together with articles worn or carried by **you** for **your** individual use during **your trip**.

Pre-existing medical condition

- 1) any **medical condition** where **you** have been prescribed medication, including repeat prescriptions or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which **you** are currently on a waiting list for treatment or investigation;
- 2) any illness for which **you** have received a **terminal prognosis** or any heart, heart-related or circulatory condition; any respiratory condition; any stress, anxiety, depression or any other psychological condition; any cancerous condition;
- 3) any undiagnosed symptoms that may require treatment in the future (i.e. symptoms for which **you** are awaiting investigations/consultations, or awaiting results of investigations, or where the underlying cause of the symptoms has not been established).

Public transport

Airline, train, bus, coach, or ferry services, operating to a published timetable on which **you** are a fare-paying passenger or a tour operator's own transport service, or taxi, to join **your** booked travel itinerary.

Ski equipment

Skis (including bindings), ski boots, ski poles and snowboards.

Strike or industrial action

Organised action taken by a group of workers which prevents the supply of goods and/or services on which **your trip** depends.

Terminal prognosis

In the opinion of **your** doctor or consultant **your** condition cannot be cured or adequately treated, to the extent that it is predicted to cause a shortened life expectancy.

Terrorism

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

Travel companion

A person with whom **you** have booked to travel with on the same booking and with the same itinerary and without who **your** travel plans would be impossible.

Trip

A journey starting and ending in **your home country** within the area specified on **your schedule of insurance** during the **period of insurance**.

Unattended

When **you** cannot see and are not in a position to prevent

unauthorised interference or theft of **your** property unless left in a safety-deposit facility.

Valuables

Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment and any computer equipment (including software), furs, or leather clothing (apart from footwear).

United Kingdom

England, Scotland, Wales, and Northern Ireland.

We/Us/Our

The relevant insurer under each section of this policy.

You/Your

Each **insured person** named on the **schedule of insurance**.

YOUR COVER

There are conditions and exclusions which apply to individual sections of the policy and general conditions and exclusion which apply to the whole policy. Please refer to the relevant section and read in conjunction with the General Conditions and General Exclusions.

1. EMERGENCY MEDICAL AND REPATRIATION EXPENSES

NOTE: This is not a private health insurance policy. **We** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available. **We reserve** the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, **we** or **our** representatives will require unrestricted access to all **your** medical records and information.

What you are covered for

If, during **your trip**, **you** become ill, contract **coronavirus** or sustain a **bodily injury** **we** will pay up to the amount shown in the summary of cover for costs incurred outside **your home country** that have been authorised by the emergency assistance company for:

- 1) emergency medical and surgical treatment in the nearest appropriate hospital, including **medical practitioner** fees, hospital expenses and charges for medical transportation;
- 2) dental treatment for the relief of pain or difficulty eating only;
- 3) reasonable and necessary additional accommodation (room only) and travelling expenses, including those

of one relative or friend if it is deemed medically necessary by **us** to be accompanied **home** and **we** do not provide a medical escort or if **you** are a child (under the age of 18) and require an escort **home**.

In the event of **your** death **we** will pay for:

- 1) the conveyance of **your** body or ashes to **your home country** (but excluding the cost of burial or cremation); or
- 2) for local funeral expenses abroad.

SPECIAL CONDITIONS

If **you** are taken into hospital or **you** think that **you** may have to come **home** early or extend **your trip** because of illness or a **bodily injury**, the emergency assistance company must be told immediately (see "What to do in the event of a medical emergency"). **You** must contact **us** before incurring costs.

Costs above £500 not authorised by us will not be covered.

If **you** are physically unable to contact **us**, someone else must contact **us** on **your** behalf within 48 hours. For travel to the United States of America **we** will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by **US** Medicare.

If **you** become ill or sustain a **bodily injury** **we** have the right to bring **you** back to **your home country**, if the emergency assistance company **medical practitioner** states that **you** can safely travel. If **you** refuse to return **home**, no further costs will be covered.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) costs above £500 which have not been authorised by **us** in advance;
- 3) any treatment, investigations or tests in a private hospital or private clinic unless authorised and agreed by **us** in advance;
- 4) treatment which takes place within **your home country**;
- 5) claims arising directly or indirectly from any **pre-existing medical conditions** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 6) any sums which can be recovered by **you** and which are covered under any National Insurance Scheme, Reciprocal Health Arrangement or Private Health Insurance;
- 7) normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- 8) costs incurred for:
 - a) surgery or medical treatment which in the opinion of the attending **medical practitioner**

- and the emergency assistance company **medical practitioner** can be reasonably delayed until **your return to your home country**;
- b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
 - c) preventative treatment which can reasonably be delayed until **your return to your home country**;
- 9) claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
 - 10) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests
 - 11) the cost of any treatment not directly related to the illness or **bodily injury** which necessitated **your** admittance into hospital;
 - 12) any additional hospital costs arising from single or private room accommodation unless medically necessary;
 - 13) expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/ or taken the recommended medication;
 - 14) costs that arise over 12 months after a claim was first notified;
 - 15) further costs **you** incur if we wish to bring **you home** early but **you** refuse (where in the opinion of the treating **medical practitioner** and the Emergency Assistance Service **you** are fit to travel);
 - 16) treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre
 - 17) costs for any reentry requirements including **coronavirus** tests required for return to the **United Kingdom**;
 - 18) anything mentioned in the General Exclusions.

- 6) hospitalisation for any treatment not directly related to the **medical condition** or **bodily injury** which necessitated **your** initial admittance into hospital;
- 7) hospitalisation as a result of a tropical disease where **you** have not had the recommended inoculations and/ or taken the recommended medication;
- 8) Anything mentioned in the General Exclusions.

2. CANCELLATION AND CURTAILMENT

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for the unused portion of **your** travel and accommodation costs that **you** have paid or contracted to pay if **you** cannot get a full refund if **you** cancel before the start of **your trip** or cut **your trip** short and return **home** early during the **period of insurance** because of the following:

- 1) the death, **bodily injury** or illness of **you**, a **close relative**, **your travel companion** or any person **you** have arranged to stay with during **your trip**;
- 2) **you**, **your travel companion** or any person **you** have arranged to stay with during **your trip** receiving a diagnosis of **coronavirus** within 14 days of the start of the **trip** or in the case of being admitted to hospital due to **coronavirus** within 28 days of the start of the **trip**;
- 3) **your** booked accommodation being required to close after **you** have checked in at **your** booked accommodation because of **you**, a guest or employee being diagnosed with **coronavirus**;
- 4) **you** or **your travel companion** being denied boarding following either a **coronavirus** diagnosis or receiving a temperature test or other medical test reading which falls outside of the transport provider's terms of travel;
- 5) **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court); or
- 6) **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked; or
- 7) **your home** being made uninhabitable due to: accidental damage, burglary, flooding or fire;
- 8) the police requesting **your** presence following burglary or attempted burglary at **your home**; or
- 9) **your** or **your travel companion's** passport being stolen during the 7 days before the start date of **your** booked **trip**; or
- 10) **you**, or **your travel companion**, who is a member of the Armed Forces, emergency services, the nursing profession or a government employee being ordered to return to duty.

HOSPITAL BENEFIT

What you are covered for

Should **you** suffer a **bodily injury** or illness during the **trip** and occurring within the **period of insurance**, we will pay **you** up to the amount shown in the summary of cover for each full 24 hours that **you** spend as an inpatient in a hospital outside of **your home country**.

What you are NOT covered for

- 1) hospitalisation which takes place within **your home country**;
- 2) claims arising directly or indirectly from any **pre-existing medical condition(s)** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 3) pregnancy and/or childbirth unless a qualified **medical practitioner** confirms that the claim comes from **complications of pregnancy or childbirth**;
- 4) claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
- 5) hospitalisation for any elective (non-emergency) treatment or surgery, including exploratory tests;

SPECIAL CONDITIONS

If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

You must give notice as soon as possible to **us** of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.

We will only consider cancellation claims due to **coronavirus** that are supported by a test conducted by an approved provider on the Department of Health and Social Care list of providers for Test To Release for international travel or who meet the DHSC minimum COVID-19 requirements and standards. The test must be an approved PCR or Lateral Flow Test with a CE mark.

If **you** are denied boarding as a result of **coronavirus** **you** must have documented proof of this from the airline.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is necessary;
- 3) normal pregnancy, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- 4) claims arising directly or indirectly from any **pre-existing medical condition(s)** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 5) any claims arising directly or indirectly from any **medical condition** affecting any **close relative**, **travel companion** or any person **you** are planning to stay with if:
 - a **terminal prognosis** had been received prior to the start of the **period of insurance**; or
 - they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the start of the **period of insurance**; or
 - if during the 90 days immediately prior to the start of the **period of insurance** they had required surgery, inpatient treatment or hospital consultations.
- 6) any extra charges from the company **you** booked with because of **your** failure to notify them immediately it was found necessary to cancel;
- 7) claims arising from prohibitive regulations by the government of any country;
- 8) a theft of a passport which has not been reported immediately to the relevant authority;

- 9) travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
- 10) any circumstance that could reasonably be anticipated at the time **you** booked **your trip**, or took out this insurance policy;
- 11) disinclination to travel or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under What **you** are covered for;
- 12) **you** being self-employed or accepting voluntary redundancy;
- 13) any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
- 14) claims arising if **you** or **your travel companion** or **close relative** had symptoms associated with **coronavirus** at the time of buying this insurance policy or booking **your trip**;
- 15) claims arising if **you** or **your travel companion** or **close relative** are awaiting results after undertaking a **coronavirus** test at the time of buying this insurance;
- 16) any claim arising from government or Foreign, Commonwealth & Development Office advice warning against all travel, or all but essential travel, due to any reason including any **epidemic** or **pandemic**, including but not limited to **Coronavirus** disease (COVID-19); severe acute respiratory syndrome **coronavirus** (SARS-COV-2) or any mutation of these;
- 17) any claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline) and any airport tax which is refundable;
- 18) any claim for unused travel and accommodation costs where **we** have paid or agreed to pay the extra cost of returning **you** to **your home** under the Emergency Medical and Repatriation Expenses section;
- 19) accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
- 20) any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, **holiday services** provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
- 21) anything mentioned in the General Exclusions.

3. MISSED DEPARTURE

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

What you are covered for

We will pay up to the amount shown in the summary of cover for necessary travel and accommodation expenses required to reach **your** booked destination, if **you** miss **your** booked departure due to:

- 1) the vehicle **you** are travelling in to reach **your** international departure point breaking down or being involved in an accident; or
- 2) 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;

- 3) the **public transport you** are using to reach **your** international departure point being delayed, resulting in **you** arriving too late to commence **your** booked **trip**.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) claims where **you** have not allowed sufficient time to get to **your** international departure point to catch the booked **public transport**;
- 3) the **public transport** provider's failure unless **you** get a letter from the provider confirming that the service did not run on time;
- 4) the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
- 6) any delay caused by a riot, civil commotion, **strike or industrial action** which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
- 7) 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;
- 8) 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;
- 9) claims arising which relate to an event which is occurring or **you** were aware could occur at the time **you** purchased this insurance or booked **your** trip (whichever is the later);
- 10) For any trips within the **United Kingdom**.
- 11) any costs claimed under another section of this policy
- 12) anything mentioned in the General Exclusions.

4. TRAVEL DELAY AND ABANDONMENT

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

What you are covered for

- 1) up to the amount shown in the summary of cover if the international departure of the **public transport** on which **you** are booked to travel is delayed by at least 12 hours; or
- 2) up to the amount under the cancellation section of this policy shown in the summary of cover if **you** abandon the **trip** after a delay to **your** outward flight, sea crossing, coach or train departure from the United Kingdom of more than 24 hours beyond the booked departure time as a result of:
 - a) **strike or industrial action** provided that when this

policy was taken out, there was no reasonable expectation that the **trip** would be delayed;

- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

SPECIAL CONDITIONS

You must obtain (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.

You must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) any claim if **you** have not checked in for the flight, sea crossing, coach or train departure before the recommended check-in time;
- 3) any claim if **you** have not obtained written confirmation from the carrier stating the duration and the cause of the delay;
- 4) any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
- 5) anything mentioned in the General Exclusions.

5. PERSONAL POSSESSIONS

What you are covered for

1) Personal Baggage

We will pay up to the amount shown in the summary of cover for the value or cost of repair of any of **your** own **personal possessions** (not hired, loaned or entrusted to **you**) which are lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

2) Delayed Baggage

We will pay up to the amount shown in the summary of cover for the cost of buying replacement necessities if **your** baggage is delayed in reaching **you** on **your** outward

journey for at least 12 hours and **you** have a written report from the carrier to confirm this.

SPECIAL CONDITIONS

In the event of a claim for a pair or set of articles the maximum amount payable will be limited to the single article limit shown in the summary of cover.

Within 24 hours of the discovery of the incident **you** must report loss, theft or damage of **personal possessions** to the police or carrier as appropriate. Delayed luggage or **personal possessions** damaged in transit must be reported to the airline before leaving the baggage hall and a Property Irregularity Report (PIR) obtained.

Any amount **we** pay **you** under item 2 (Delayed Baggage) will be deducted from **your** claim if **your** baggage proves to be permanently lost and **you** make a claim for lost baggage.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) **you** not exercising reasonable care for the safety and supervision of **your personal possessions**;
- 3) loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;
- 4) the loss, damage or delay in transit of **your personal possessions**, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company, etc.) and obtain a written report within 24 hours of discovery of the damage or loss;
- 5) loss, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) due to wear and tear, denting or scratching, moth or vermin;
- 6) loss, damage or theft of
 - a) sports gear whilst in use
 - b) bicycles
 - c) mobile or smart phones
- 7) breakage of fragile or brittle articles being transported by a carrier;
- 8) **valuables** stolen from an **unattended** vehicle at any time;
- 9) **personal possessions** stolen from:
 - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
 - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 10) any depreciation in value;
- 11) any property more specifically insured or recoverable

- under any other source;
- 12) the cost of replacement locks;
- 13) loss, destruction, damage or theft of dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; glass; china; antiques; pictures; unused mobile telephone rental charges or prepayments; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession;
- 14) claims arising from damage caused by leakage of powder or liquid carried within **personal possessions**;
- 15) anything mentioned in the General Exclusions.

MOBILITY AIDS

What you are covered for

We will pay up to the amount shown in the summary of cover for the value or cost of **your** mobility equipment if it is lost, stolen or accidentally damaged during **your trip**.

What you are NOT covered for

- 1) **you** not exercising reasonable care for the safety and supervision of **your** mobility equipment;
- 2) loss, destruction, damage or theft of mobility equipment left **unattended** in a public place, or a place to which members of the general public have access;
- 3) the loss, damage or delay in transit of **your** mobility equipment, if **you** do not notify the carrier (i.e. airline, shipping company, etc.) and obtain a written report within 24 hours of discovery of the damage or loss;
- 4) any depreciation in value;
- 5) any property more specifically insured or recoverable under any other source;
- 6) any claims if **you** are unable to provide evidence of ownership;
- 7) any claims if the equipment was not brought with **you** from **your home country** at **your** own cost and **you** have complied with the carriers conditions of carriage;
- 8) Anything mentioned in the General Exclusions.

6. PERSONAL MONEY

What you are covered for

We will pay **you** up to the amount shown in the summary of cover if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box (or equivalent facility).

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) claims arising from **you** not exercising reasonable care for the safety and supervision of **your money**;

- 3) loss or theft of **your money** left **unattended** in a public place, or a place to which members of the general public have access;
- 4) **money** stolen from:
 - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
 - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 5) any depreciation in value or exchange rates;
- 6) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **money**;
- 7) **money** unless in **your** possession or attended by **you** or deposited in a safe or safety deposit box at all times;
- 8) claims arising from delay, detention, seizure or confiscation by customs or other officials;
- 9) anything mentioned in the General Exclusions.

7. LOSS OF PASSPORT

What you are covered for

We will pay up to the amount shown in the summary of cover for:

- 1) the reasonable costs in obtaining a replacement passport or travel document (**you** are not covered for the cost of the document itself) to enable **you** to return to **your home country** following the accidental loss or theft of **your** passport;
- 2) the reasonable costs in obtaining a replacement driving licence or green card following accidental loss or theft.
- 3) **You** must provide receipts for all costs incurred.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) the cost of the passport, travel document, driving licence or green card;
- 3) loss due to delay, detention, confiscation, requisition or damage by customs or other officials or authorities;
- 4) loss or theft unless **you** have reported the loss or theft to the nearest police authority within 24 hours of discovery and have obtained a written police report;
- 5) loss of or theft from an **unattended** vehicle at any time;
- 6) anything mentioned in the General Exclusions.

8. PET CARE

What you are covered for

We will pay up to the amount shown in the summary of cover for each full 12 hour period that **you** are delayed

for extra boarding fees for **your** cat or dog, if **you** return journey is delayed due to a reason insured under this policy.

What you are NOT covered for

- 1) any animal boarding fees **you** incur as a result of quarantine regulations;
- 3) any claims where **you** have failed to check in for **your** return journey at or before the recommended time;
- 4) any claims where **you** have failed to get a written statement from the appropriate transport company or authority confirming the reason for delay;
- 5) anything mentioned in the General Exclusions.

9. PERSONAL ACCIDENT

What you are covered for

We will pay up to the amount shown in the summary of cover if **you** suffer an accidental **bodily injury** during the **trip**, which within 12 months is the sole and direct cause of:

- death;
- **loss of limb**;
- total and permanent **loss of sight** in one or both eyes;
- **permanent total disablement**.

What you are NOT covered for

- 1) any claims arising directly or indirectly from sickness, illness or disease;
- 2) any injury not caused solely by outward, visible, external means;
- 3) mental or psychological trauma not involving **your bodily injury**;
- 4) any claim arising directly or indirectly from **your** pregnancy;
- 5) any claims under this section not notified to **us** within 12 months of the date of the accident;
- 6) anything mentioned in the General Exclusions.

10. PERSONAL LIABILITY

What you are covered for

We will pay up to amount shown in the summary of cover (inclusive of legal costs and expenses) if, during the **trip**, **you** become legally liable to pay damages in respect of:

- 1) accidental **bodily injury**, including death, illness and disease to a person; and/or
- 2) accidental loss of or damage to property;

SPECIAL CONDITIONS

You or **your legal representatives** must give **us** written notice immediately **you** receive notice of any prosecution

or inquest in connection with any circumstances which may give rise to a claim under this section.

No admission, offer, promise, payment or indemnity should be made by or on behalf of **you** without **our** prior written consent.

Every claim notice, letter, writ or process or other document served on **you** must be forwarded to **us** immediately upon receipt.

We are entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for indemnity or damages against all other parties or persons.

We may at any time pay the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made **we** will have no further liability for **your** claim.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover.
- 2) claims arising from accidental death of or physical injury to **you**, **your close relative** or **your travel companion**.
- 3) any liability resulting from **your** employment, trade, profession, business or that of **your close relative** or **your travel companion**.
- 4) **your** responsibility as an employer to anyone employed by **you**, **your close relative** or **your travel companion** in any trade, business or profession.
- 5) any agreement or contract which adds any liability which would not have existed otherwise.
- 6) any liability arising from **you**, **your close relative** or **your travel companion** owning or using aircraft, horse-drawn vehicles, motorised or mechanically propelled, assisted vehicles or towed vehicles, boats (other than rowing boats, punts), jet skis, jet bikes or wet bikes, animals (other than horses, domestic dogs or cats), firearms.
- 7) any liability resulting from wilful or malicious acts by **you**.
- 8) accidental injury or loss which has been caused by **your** negligence.
- 9) any claim for personal liability which is covered by any other insurance held by **you**.
- 10) any claims arising from the occupation, except temporarily for the purposes of the **trip**, or ownership of any land or building.
- 11) any claim if **you** engage in any activity where this policy states that Personal Liability cover is excluded.
- 12) anything mentioned in the General Exclusions.

11. LEGAL EXPENSES

What you are covered for

We will pay up to the amount shown in the summary of cover for legal expenses to bring a claim for damages or

compensation against a third party, if **you** suffer an incident that results in **bodily injury**, death or illness caused by a third party during the **trip**.

The following words and expressions used in this section of the policy shall mean the following wherever they appear in bold:

Legal Expenses

- a) Fees, expenses and other costs reasonably incurred (as determined by **our legal representative**) by a **legal representative** to pursue a claim or legal proceedings for damages and/or compensation against a third party who has caused **your bodily injury**, death or illness.
- b) Costs that **you** are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

Legal Representative

- a) The solicitor or other suitably qualified person appointed by **us** in accordance with this section of the policy.

SPECIAL CONDITIONS

- 1) Written consent must be obtained from **us** prior to incurring Legal Expenses. This consent will be given if **you** can satisfy **us** that:
 - a) there are reasonable (as determined by **our legal representative**) grounds for pursuing the claim or legal proceedings; and
 - b) in the opinion of **our legal representative** the prospects of success and of recovering damages/enforcing a judgment is at least 51%.
- 2) All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- 3) If **you** are successful in any action, any **legal expenses** provided by **us** must be reimbursed to **us**.
- 4) **We** may at **our** discretion assume control at any time of any claim or legal proceedings in **your** name for damages and or compensation from a third party.
- 5) **We** may at **our** discretion offer to settle a claim with **you** instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party. Any such settlement will be full and final in respect to the claim.
- 6) **We** may at **our** discretion offer to settle a counter-claim against **you** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.
- 7) Only the costs incurred by a **legal representative**.
- 8) **We** shall have complete control over the legal proceedings through **legal representatives** we nominate up to the point where proceedings are issued at which point **you** are free to nominate a suitably qualified person, although **we** do not have to accept them.

- 9) **we** will not be bound by any promises or undertakings which **you** give to the **appointed adviser**, or which **you** give to any person about payment of fees or expenses, without **our** consent;
 - 10) **you** must keep **us** and the **appointed adviser** fully aware of all the facts and correspondence including any claim settlement offers made to **you**;
 - 11) Any **legal representative** will be appointed by **us** to represent **you** according to **our** standard terms, which may include a Conditional Fee Agreement or a Contingency Fee Agreement.
 - 12) **You** must cooperate fully with **us** and the **legal representative** and follow their advice and provide any information and assistance required by them within a reasonable timescale.
 - 13) **We** will have direct contact with the **legal representative** and **you** authorise them to disclose any information or documentation **we** may ask for.
 - 14) If **we** ask, **you** must have any legal costs taxed, assessed or audited.
- a) an illness which gradually develops and is not caused by a specific or sudden event;
 - b) the driving of a motor vehicle for which **you** had no valid insurance;
 - c) judicial review or coroner's inquest;
 - d) defending **your** legal rights, except for the defence of any counterclaim.
- 13) Any claim where **legal expenses** are based directly or indirectly on the amount of compensation awarded and specifically which is capable of being pursued under a Contingency Fee Agreement;
 - 14) Legal costs:
 - for **legal action** that **we** have not agreed to;
 - if **you** refuse reasonable settlement of **your** claim. **You** should use Alternative Resolution Facilities such as mediation in this situation;
 - if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have paid must be repaid to **us** and all **legal costs** will become your responsibility;
 - that cannot be recovered by **us**, **you** or **your appointed adviser**, when **you** receive compensation. Any repayment will not be more than half of the compensation **you** receive;
 - awarded as a personal penalty against **you** or the **appointed adviser** (for example not complying with Court rules and protocols);
 - the funding of any appeal costs or actions to enforce a judgement or legally binding decision;
 - 15) **legal expenses** incurred in any claim which is capable of being pursued under a Conditional Fee Agreement;
 - 16) **legal expenses** incurred if an action is brought in more than one country;
 - 17) anything mentioned in the General Exclusions.

What you are NOT covered for

- 1) the **excess** as shown in the summary of cover;
- 2) any claim **we** or **our legal representatives** believe is not likely to be successful or if **we** think the costs of taking action will be more than any award or the prospects of success and of recovering damages/enforcing a judgment is likely to be less than 51%;
- 3) any claim reported to **us** more than 3 months after the beginning of the incident which led to the claim;
- 4) **legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**;
- 5) **legal expenses** incurred before receiving **our** prior written approval;
- 6) **legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
- 7) **legal expenses** incurred for any claim or legal proceedings brought against:
 - a) a travel agent, tour operator, carrier, insurer or their agent;
 - b) a holiday accommodation provider;
 - c) **us**, **you**, or any company or person involved in arranging this policy;
 - d) any person named on this policy;
- 8) fines, compensation or other penalties imposed by a court or other authority;
- 9) **legal expenses** incurred after **you** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by **our legal representative** to be reasonable or **you** not accepting an offer from **us** to settle a claim;
- 10) **legal expenses** which **we** consider to be unreasonable or excessive or unreasonably incurred (as determined by **Our** legal counsel);
- 11) **legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine;
- 12) any claim relating to:
 - 1) the unused portion of **your** travel and accommodation costs which **you** have paid or are contracted to pay if **you** cannot get a full refund, if the **public transport** on which **you** are booked to travel is cancelled and **you** are unable to use **your** travel, accommodation or pre-booked excursions;
 - 2) costs incurred for any reasonable additional accommodation (room only) and transport up to

12. NATURAL CATASTROPHE

For the purposes of this policy a **natural catastrophe** is considered to be a catastrophic event caused by: fire caused by the natural forces of nature, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **you** purchased this insurance or booked **your trip**.

What you are covered for

If any part of **your** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a **natural catastrophe we** will pay up to the amount shown in summary of cover for:

- 1) the unused portion of **your** travel and accommodation costs which **you** have paid or are contracted to pay if **you** cannot get a full refund, if the **public transport** on which **you** are booked to travel is cancelled and **you** are unable to use **your** travel, accommodation or pre-booked excursions;
- 2) costs incurred for any reasonable additional accommodation (room only) and transport up to

the standard of **your** original booking, to reach **your** booked destination at any stage of **your trip**, including **your return home**, if the **public transport** on which **you** are booked to travel is delayed for more than 12 hours and no reasonable alternative is offered by the transport company;

- 3) travel delay benefit if the **public transport** on which **you** are booked to travel is delayed or cancelled at any international departure point from or to **your home country**, provided **you** have checked in at the airport or, if **you** have checked in online, **you** have already travelled to the airport, and eventually continue with the **trip**.

SPECIAL CONDITIONS

If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

You must obtain (at **your** own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that **you** could not use **your** pre-booked accommodation and the reason for this.

You must give notice as soon as possible to **us** of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.

You must obtain (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.

You must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

What you are NOT covered for

- 1) the **excess** shown in the summary of cover;
- 2) travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
- 3) accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
- 4) any circumstance which existed and was publicly announced on or before the date **you** purchased **your** policy or at the time of booking **your trip**, whichever is later, or, if **you** are cutting short **your trip**, before **you** had started **your trip**;
- 5) any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, **holiday services** provider

- or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
- 6) any accommodation costs, charges and other expenses where the **public transport** operator has offered reasonable alternative travel arrangements or accommodation;
- 7) any costs for normal day-to-day living such as food and drink;
- 8) any travel or accommodation expenses **you** would normally incur;
- 9) any costs if **you** do not take the first available means of transport to get to **your** destination or **home** or any unreasonable or unnecessary costs to get **you** to **your** destination or **home**.

13. HIJACKING BENEFIT

What you are covered for

We will pay up to the amount shown in the summary of cover for each full 24-hour period that the aircraft or sea vessel in which **you** are travelling is hijacked on the original pre-booked outward or return journey for a period in excess of 24 hours.

SPECIAL CONDITIONS

It is a condition of the cover provided under this section that **you** must give **us** a written statement from an appropriate authority confirming the hijack and how long it lasted.

What you are NOT covered for

- 1) any claim resulting from **you** acting in a way which could cause a claim under this section.
- 2) anything mentioned in the General Exclusions.

SPORTS AND ACTIVITIES COVER

You are not covered for taking part in any sports or activities unless they are listed below.

Cover for the following activities is included for recreational, amateur purposes only. When participating in **your** activity **you** must ensure that it is adequately supervised and appropriate safety equipment is worn/used at all times.

There will be no cover under Personal Liability for anything marked with an asterisk (*).

- Aerobics
- Angling
- Archery
- Badminton
- Banana Boating
- Bar work (Licensed premises only no heavy lifting)
- Baseball
- Basketball

- Beach Games
- Board Sailing
- Body Boarding
- Boogie Boarding
- Bowling
- Bowls
- Breathing observation bubble (30m)
- Canoeing (Grade 1 rivers)
- Canopy Walking on fixed structure walkways
- Catamaran sailing*
- Clay Pigeon Shooting*
- Clerical and office work
- Cookery courses
- Cricket - Cover provided if part of a non-professional tournament or competition
- Croquet
- Cross Country Running (half marathon or less)
- Cycling* (no intercontinental touring)
- Darts
- Dinghy sailing*
- Dog Sledding
- Dragon Boating*
- Elephant Trekking* Must be with official organisers
- Fell Walking (below 1,500 meters)
- Fishing
- Fruit picking (Excluding heavy items in excess of 25 KG and no cover for the use of power tools or farm machinery)
- Golf - Cover provided if part of a non-professional tournament or competition.
- Handball
- Hiking , Walking , Rambling , Hill Walking and Trekking (below 1,500 meters)
- Hot Air Ballooning – Organised pleasure rides as a fare paying passenger only
- Husky Sledge Ride - Organised and non-competitive with an experienced local driver. Insured can drive themselves if supervised by an experienced local driver
- Inline Skating
- Jet Boating*
- Jogging
- Kayaking (Grade 1 rivers)
- Korfbal
- Motorcycling* General Exclusions Apply, see page 22 of the wording.
- Netball
- Paintballing* Must wear eye protection
- Parascending (over water)
- Racquetball
- Rambling
- Refereeing - Must be on an amateur basis
- Retail work (Excluding lifting or carrying items that exceed 25 KG)
- Rifle Shooting*- Target shooting within a controlled environment or club only
- Ringos/Doughnuts
- Roller blading
- Roller skating
- Rounders
- Rowing
- Running (half marathon or less)
- Safari - No guns. Must be organized by a bona fide tour operator
- Safari Trekking in a vehicle - No guns. Must be organised by a bona fide tour operator
- Safari Trekking on foot - No guns. Must be organised by a bona fide tour operator
- Sail Boarding*
- Sailing* Within a 12 mile limit of the coastline
- Scuba Diving to 18 metres if qualified or with an instructor
- Skateboarding
- Snooker
- Snorkelling
- Softball
- Squash
- Street Dancing
- Surfing* Cover provided if part of a non-professional competition
- Swimming
- Swimming with Dolphins - Must be with official organisers
- Sydney Harbour Bridge Walk - Must be supervised and full safety equipment used.
- Table Tennis
- Ten Pin Bowling
- Tennis
- Trampolineing
- Tree-top Walking on fixed structure walkways
- Trekking up to 1,500m (above sea level)
- Tug of War
- Ultimate Frisbee
- Volleyball
- Wake Boarding*
- War Games* Must wear eye protection.
- Water Polo
- Water Skiing* No competitions.
- Windsurfing* No competitions.
- Yachting* Within a 12 mile limit of the coastline
- Yoga
- Zip Lining - Must be adequately supervised and full safety equipment used.

ADDITIONAL COVER OPTIONS

The following sections are only applicable if **you** have paid the appropriate additional premium. Any optional additional cover will be shown on **your** schedule of insurance.

14. OPTIONAL WINTER SPORTS COVER

This policy excludes certain winter sports and activities. Please ensure that the activity **you** are participating in is covered.

This policy will cover **you** when **you** are engaging in the following winter sports on a non- competitive and non-professional basis during **your trip** when **you** have paid the additional winter sports premium:

If **you** are an Annual Multi-trip policy holder, **you** are entitled to winter sports cover if **you** have paid the appropriate additional premium.

Winter sports cover is limited to 17 days on Annual Multi-trip policies.

Cat skiing (with guides)

Snow blading (no jumping tricks)
Cross country skiing
Snow bobbing
Glacier skiing
Snow scooting
Ice skating (not speed skating)
Snow shoe walking
Langlauf (cross country skiing)
Snow shoeing
Monoskiing (not for time trials/speed skiing or racing)
Snow tubing
Skiing on piste
Snow blading
Skiing or snowboarding off piste (within local ski patrol guidelines)
Snow boarding on piste
Sledging/tobogganing

The following activities will be covered but there will be no cover in respect of any Personal Accident or Personal Liability claims:

Kite snowboarding
Snow carting
Snow go-karting
Snowmobiling
Skidoo
Snowmobile safari

Even if the appropriate winter sports premium has been paid, the following activities will remain excluded:

Air boarding
Arial skiing
Biathlon
Bobsleigh
Freestyle skiing
Heli skiing or heli boarding
Ice climbing
Ice diving
Ice fishing by snowmobile
Ice hockey
Ice holing
Ice marathon
Ice speedway
Nordic skiing

Paraskiing
Skeleton bob
Ski acrobatics/aerials Tandem skiing
Ski jumping
Ski mountaineering
Ski race training
Ski racing
Ski randonee
Ski stunting
Ski touring
Ski yawing
Skiing/snowboarding off piste (outside local ski patrol guidelines/outside recognised and authorised areas)
Snow biking
Snow cat driving
Snow kiting
Snow parascending

You are not covered when engaging in organised competitions or when skiing against local authoritative warning or advice.

What you are covered for

Benefits under the sections of cover already described are extended to cover winter sports. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all sections in respect of winter sports.

WINTER SPORTS CANCELLATION OR CURTAILMENT

In addition to the Cancellation or **Curtailement** section **we** will pay up to the amount shown in the summary of cover for:

- the cost of deposits **you** cannot recover, or payments **you** have made (or contracted to pay) for unused ski pass or ski school fees.

What you are NOT covered for

- Anything mentioned in the exclusions relating to the Cancellation or **Curtailement** section
- Anything mentioned in General Exclusions.

SKI EQUIPMENT & SKI PASS

What you are covered for

In addition to the **Personal Possessions** and **Baggage**

section **we** will pay **you** up to the amount shown in the summary of cover:

- if **ski equipment** belonging to or hired by **you** is damaged, stolen, destroyed or lost in the course of a **trip**;
- if **your** ski pass that **you** are carrying on **your** person or have left in a safety box is lost, stolen, or damaged in the course of a **trip**.

We will also pay **you** up to the amount shown in the summary of cover to hire replacement **ski equipment** if **your ski equipment** is damaged, stolen or lost in the course of a **trip**.

SPECIAL CONDITIONS

- **Ski equipment** is covered against damage or loss whilst in use, if being used correctly.
- Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle.

You must take reasonable care of **your ski equipment** and ski pass and must not leave them **unattended** at any time in a place to which the public has access.

What you are NOT covered for

- 1) anything mentioned in the exclusions relating to the **Personal possessions** and Baggage section;
- 2) anything mentioned in the General Exclusions.

PISTE CLOSURE

What you are covered for

If during a **trip you** are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because adverse weather conditions cause a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers) **we** will pay up to the amount shown in the summary of cover as a cash benefit payable if no suitable alternative skiing is available.

What you are not covered for

- 1) **trips** in the Northern Hemisphere outside the period commencing 1st December and ending 31st March;
- 2) **trips** in the Southern Hemisphere outside the period commencing 1st May and ending 30th September;
- 3) anything mentioned in the General Exclusions.

DELAYED SKI EQUIPMENT

What you are covered for

If **your ski equipment** is delayed on the **outward journey** of a **trip** for more than 12 hours, then **we** will pay **you** up to the amount shown in the summary of cover for hire of equivalent replacement **ski equipment**.

What you are NOT covered for

- 1) the loss, damage or delay in transit of **your ski equipment** if **you** do not notify the carrier within 24 hours and obtain a Property Irregularity Report (PIR) or other report confirming the delay.
- 2) anything mentioned in the General Exclusions.

LOSS OF SKI PACK

What you are covered for

We will pay **you** up to the amount shown in the summary of cover for the unused portion of **your** ski pack costs **you** have paid for or contracted to be paid for before **your trip** commenced, where **you** do not curtail the **trip**, but are certified by a medical practitioner in the resort as being unable to ski and unable to use the ski pack facilities because of serious injury or illness occurred during the **trip**.

What you are NOT covered for

- 1) The **excess** as shown in the summary of cover;
- 2) for claims that are not confirmed as medically necessary by **us** and where a medical certificate has not been obtained from the attending medical practitioner abroad confirming **you** are unable to ski and unable to use the ski pack facilities;
- 3) anything mentioned in the General Exclusions.

15. OPTIONAL CRUISE COVER

You are only covered under this section if **you** have paid the extra premium to include cruise cover. If **you** have purchased this cover, it will be shown on **your certificate of insurance**.

CRUISE INTERRUPTION

What you are covered for

We will pay up to the amount shown in the summary of cover for each missed port in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions. This must be confirmed by the cruise operator in writing confirming the reason for the missed port.

What is not covered

- 1) claims arising from a missed port caused by **strike or industrial action** if it was known at the time that the insurance was purchased or the **trip** was booked;
- 2) **your** ship being unable to put people ashore due to a scheduled tender operation failure;
- 3) any claim if a monetary amount (including on board credit) of compensation has been offered by the ship or tour operator;
- 4) **your** policy **excess**;
- 5) anything mentioned in the General Exclusions.

UNUSED EXCURSIONS

What you are covered for

We will pay up to the amount shown in the summary of cover for the cost of pre-booked excursions, which **you** were unable to use as a direct result of being confined to **your** cabin by the ship's medical officer for medical reasons.

What is not covered

- 1) any confinement to **your** cabin which has not been confirmed in writing by the ship's medical officer;
- 2) **your** failure to attend the excursion as per **your** itinerary;
- 3) any claim if a monetary amount (including on board credit) of compensation has been offered by the ship or tour operator;
- 4) **your** policy **excess**;
- 5) anything mentioned in the General Exclusions.

MISSED DEPARTURE

What you are covered for

We will pay up to the amount shown in the summary of cover for necessary additional travel and accommodation (room only) expenses required to reach **your** booked cruise at the next embarkation point, if **you** are late arriving for **your** scheduled departure time at the first international departure point as a result of:

- 1) the vehicle **you** are travelling in to reach **your** booked departure port breaking down or being involved in an accident; or
- 2) an accident or breakdown which happens ahead of **you** on a road which causes an unexpected delay to the vehicle **you** are travelling in; or
- 3) the public transport **you** are using to reach **your** international departure point being delayed; or
- 4) strike or industrial action or adverse weather conditions.

What is not covered

- 1) If **you** have not allowed enough time to reach **your** port for **your** check in time;
- 2) if **your** delay was caused by strike, riot or civil commotion or industrial action which began or was announced before **your** policy started or **your** trip was booked, whichever is later;
- 3) the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 4) breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
- 5) any claims arising from withdrawal from service temporarily or otherwise of the public transport on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;

- 6) additional expenses where the scheduled public transport operator has offered alternative travel arrangements;
- 7) additional expenses where **your** planned arrival time at the port is less than 3 hours in advance of the sailing departure time if **you** are travelling independently and not part of an integrated cruise package;
- 8) an accident or breakdown which happens ahead of **you** on a road which causes an unexpected delay to the vehicle **you** are travelling unless **you** provide confirmation from police or the Highways Agency of an accident, or in the instance of a road closure that it was not notified in advance before it closed;
- 9) **your** policy **excess**;
- 10) anything mentioned in the General Exclusions.

CABIN CONFINEMENT

What you are covered for

We will pay up to the amount shown in the summary of cover for each 24-hour period that **you** are confined to **your** cabin for medical reasons on the advice of the ship's medical officer.

What is not covered

- 1) any confinement to **your** cabin which has not been confirmed in writing by the ship's medical officer.
- 2) anything mentioned in the General Exclusions.

GENERAL CONDITIONS

- 1) All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
- 2) If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
- 3) In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
- 4) **You** must take all reasonable steps to recover any lost or stolen article.
- 5) **You** must take all reasonable steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy. **You** must act as if **you** are not insured.
- 6) **We** will make every effort to provide all services stated in this document. Remote geographical locations or unforeseeable adverse local conditions may affect normal service.
- 7) **We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.
- 8) If any claim is found to be fraudulent in any way this policy will not apply and no claims related or subsequent to the fraud will be paid.
- 9) In the event of a valid claim, **you** shall allow **us** the use

- of any relevant travel tickets **you** are not able to use because of the claim.
- 10) **You** must pay the appropriate premium for the full number of days comprising **your** planned trip. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.
 - 11) If at the time of any incident giving rise to a claim under this policy there is other insurance covering the same loss, **we** will not pay more than **our** proportional share apart from a personal accident claim, which will be paid in full.
 - 12) **You** must follow any recommendations, laws or regulations made by any government or other authority both before and during the period of insurance, including government regulations that **you** must not travel and leave the United Kingdom during a pandemic lockdown situation. If **you** chose to travel against United Kingdom Government lockdown travel regulations, outside of Foreign, Commonwealth and Development Office travel advice, **you** will not be covered for any claim **you** make.
 - 13) **You** must not make any payment; admit liability, offer or promise to make any payment without written consent from **us**.
 - 14) **We** might at any time pay to **you our** full liability under this insurance, after which no further payments will be made in any respect.
 - 15) **We** are entitled to take over and conduct in the **Insured Persons** name, the defence or settlement of any **legal action**. **We** may also take proceedings at its own expense and for its own benefit, but in the **insured person's** name, to recover any payment **they** have made under the policy to anyone else.
- 5) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
 - 6) consequential loss of any kind unless specifically provided for within this policy (for example, but not limited to, loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost);
 - 7) loss or damage to any property and expense or legal liability; directly or indirectly caused by:
 - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - 8) loss or damage arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
 - 9) any act of **terrorism** (this exclusion does not apply to Emergency Medical and Repatriation Expenses or Personal Accident);
 - 10) **you** riding a quad bike;
 - 11) **you** riding on a motorcycle with an engine capacity in excess of 250cc, or of any engine size if **you** fail to wear a crash helmet, do not have the appropriate licence; or
 - 12) any sports or activities not listed under the sports and activities tables;
 - 13) winter sports of any kind (unless the appropriate premium has been paid);
 - 14) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
 - 15) **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign, Commonwealth and Development Office or the World Health Organisation has advised against all, or all but essential travel;
 - 16) the closure of UK or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any country;
 - 17) claims arising from **your** wilful, malicious or unlawful acts;
 - 18) a **pre-existing medical condition** unless it has been declared to **us** and accepted for cover by **us** in writing;
 - 19) **you** driving, or being in charge of a vehicle where **your** blood alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
 - 20) any circumstances **you** are aware of at the time of taking out this cover or at the time of booking any **trip** that could reasonably be expected to give rise to a claim on this cover;
 - 21) loss of enjoyment;
 - 22) **Cyber risks** of any kind.
 - 23) Any trip that is undertaken:
 - for the purpose of obtaining medical treatment (whatever the nature of this treatment);
 - against the advice of a medically qualified doctor;

GENERAL EXCLUSIONS

We will not pay any claim if **you** have failed to meet the eligibility criteria of this policy. **We** will also not pay anything directly or indirectly caused by:

- 1) **your** suicide or deliberate self-harm;
- 2) **you** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, 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;
- 3) **you** being under the influence of alcohol or drugs (unless prescribed by a doctor). **We** do not expect **you** to abstain from alcohol whilst on **your trip** but **we** will not cover any claims arising because **you** have drunk so much alcohol that **your** judgement or health is seriously affected and **you** need to make a claim as a result;
- 4) air travel (other than as a fare-paying passenger on a regular schedule airline or licenced charter aircraft);

- after being given a **terminal prognosis**
- if **you** are aware of any reason why the trip could be cancelled or curtailed or of any medical condition that could result in a claim.

Website: www.financial-ombudsman.org.uk

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint find out more at www.financial-ombudsman.org.uk.

COMPLAINTS

We are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered a first class service please write and tell **us** and **we** will do **our** best to resolve the problem.

It is **our** intention to provide an excellent service to **our** policyholders, however **we** recognise that there may be occasions when **you** believe that this may not have been achieved. If **you** are unhappy with any aspect of the customer service that **you** received in relation to the policy purchase or received documentation, please contact:

Customer Service Manager
Freedom Insurance Services
58 Market Square
St Neots
Cambridgeshire
PE19 2AA
Phone: 01480 220 673

FOR COMPLAINTS ABOUT HOW A CLAIM OR ASSISTANCE CASE HAS BEEN HANDLED

Millstream Underwriting Limited
52-56 Leadenhall Street
London
EC3A 2EB
Email: mail@millstreamunderwriting.com

Please supply **us** with **your** name, address, policy number or claim number and enclose copies of relevant correspondence, as this will help **us** to deal with **your** complaint, in the shortest possible time.

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to an independent organisation. This will depend on where you are based, please see below.

FOR POLICYHOLDERS AND INSURED PERSONS BASED IN THE UK

The Financial Ombudsman Service is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London
E14 9SR
Phone: 0800 023 4567

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

NON-ASSIGNMENT

No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the Insurer's written consent is null and void.

FOR ALL COMPLAINTS

If **you** are not happy with the response **you** have the right to ask the Financial Ombudsman Service (FOS) to review **your** complaint.

Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Phone: 0800 023 4567

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

Please note that if **you** refer **your** complaint to the FOS **you** must have approached **us** first and received **our** final response. **You** must approach the FOS within 6 months of receiving **our** final response.

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. This depends on the type of business, and circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained by the Financial Services Compensation Scheme by visiting www.fscs.org.uk.

YOUR DATA PRIVACY NOTICE

In this notice "we", "us" and "our" means Millstream Underwriting Limited. We are the data controller in respect of any personal data we collect, hold and use about **you**.

We collect **your** personal data directly from **you**, but **we** may also collect it from brokers and other intermediaries who provide information to **us** for the purpose of providing **your** policy of insurance.

We will mainly use **your** data for the purpose of providing and administering this policy of insurance and claims **you** make under it. If **you** decline to provide **your** data when

requested, or **you** give **us** false or inaccurate data, we may be unable to process **your** enquiry, and this could give **us** the right to void coverage or could impact **your** ability to claim under **your** policy.

In some circumstances, **we** may need to collect and use particularly sensitive data, such as data about **your** health or ethnicity. Where this is required, we will usually seek **your** consent to use that data. **You** can withhold or withdraw **your** consent at any time by contacting **us**, but if **you** do, we may be unable to process **your** enquiry or claim or continue to provide coverage.

We will exchange data about **you** with other parties in order to provide our services and administer this policy and any claims. This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the UK and the European Economic Area (“EEA”) to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws.

We will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given **your** consent.

Our full privacy notice explains how we use **your** data in more detail. Our privacy notice also explains the rights **you** have in respect of **your** data, including the right to request a copy of the personal data we hold about **you**. A copy of our full privacy notice is available on our website at www.millstreamonline.com/pages/privacy or can be provided on request by contacting **us** at:

Managing Director
Millstream Underwriting Limited
52-56 Leadenhall Street
London
EC3A 2EB

or by emailing **us** at admin@millstreamunderwriting.com

If **you** are not satisfied with the way we have managed **your** personal data, **you** may complain to the Information Commissioners Office (ICO) at www.ico.org.uk/concerns.

YOUR POLICY NOTES

Use this space to record useful contact numbers, booking references, reminders and other important information.



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INSURANCE SERVICES LTD

Customer Service: 01223 454 290 or
services@freedominsure.co.uk

Medical Assistance: +44 (0)330 311 2629 or
assistance@millstreamunderwriting.com

Claims: 0330 311 2629 or
www.submitclaim.co.uk/freedom