# TRAVEL INSURANCE POLICY

Reference Number: Travel Republic B2C TR1701/02



# **INTRODUCTION TO YOUR POLICY**

This policy has been arranged by ROCK Insurance Group which is a trading style of Rock Insurance Services Limited on behalf of Travel Republic who collects and holds premium as agents of the Insurers. ROCK Insurance Group is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 300317. You can check the regulatory status of Travel Republic by visiting the Financial Services Register via the Financial Conduct Authority Website, <a href="https://www.fca.org.uk">www.fca.org.uk</a> or by telephoning 0800 111 6768.

This policy contains a number of different sections offering different types of cover supplied by a number of different Insurers, that ROCK Insurance Group has brought together to offer a choice of cover for You.

It will depend on the choice of cover, upgrade options and premium You have paid as to which Sections of Cover in this policy wording are relevant to You.

You will not receive advice or a recommendation in connection with the purchase of Your insurance. You will need to make Your own choice about the policy.

You have the right to cancel this insurance should it not meet Your needs within 14 days from either the date of purchase or receipt of Your Certificate of insurance, whichever is later, and provided that You have not already travelled.

If You do decide to cancel the policy then Your premium will be refunded in full, provided no claims have been made or no incidents have occurred that may give rise to a claim.

This policy will suit the demands and needs of an individual or group who can meet the medical criteria contained within the Important Health Requirements Section of this policy.

You should read the important conditions and exclusions to ensure that this policy is right for You. Specifically You should note that the policy may not be applicable if:

· You reside outside the United Kingdom;

- You are over the age of 85 years old when You purchase a Single Trip policy;
- You are over the age of 79 years old when you purchase an Annual Multi-trip policy;
- You require Winter Sports cover but are over the age of 60;
- You have pre-existing medical conditions that do not meet the medical criteria.

If You are a person buying insurance wholly or mainly for personal purposes unrelated to Your employment, You have a duty to take reasonable care to answer questions fully and accurately, and that any information You volunteer is not misleading. This duty exists before the cover is placed, when renewed, or altered at any time throughout the duration of the policy. If You do not do so, Your Insurer may be able to void your policy from inception. An example of this could be the medical history of a close relative or other person that may cause You to cancel or cut short Your Trip. If You are unsure whether or not information is relevant, please do not hesitate to call us on the telephone number on Your Certificate of insurance.

Travel Republic always aim to provide a first class service. However if You have any cause for complaint, any enquiry should be addressed in the first instance to The Compliance Manager, Travel Republic, Suite A, 3rd Floor, Griffin House, 135 High Street, Crawley, West Sussex RH10 1DQ or email <a href="mailto:admin@rockinsurance.com">admin@rockinsurance.com</a>. Should You remain dissatisfied You may have the right to ask the Financial Ombudsman Service to review Your complaint.

Travel Republic is 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 from the Financial Services Compensation Scheme by visiting their website at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

# 10 THINGS TO DO BEFORE YOU GO

- 1. Check the Foreign and Commonwealth Office (FCO) travel advice online at <a href="https://www.fco.gov.uk">www.fco.gov.uk</a>.
- 2. Get travel insurance and check that the cover is appropriate.
- 3. Get a good guidebook and get to know the place You are going to. Find out about local laws and customs.
- 4. Make sure You have a valid passport and any visas You need.
- 5. Check what vaccinations You need at least six weeks before You go.
- 6. Check to see if You need to take extra health precautions (visit www.dh.gov.uk/en/publichealth).
- 7. Make sure whoever You book Your Trip through is a member of the Association of British Travel Agents (ABTA) or the Air Travel Organisers' Licensing scheme (ATOL).
- 8. Photocopy Your passport, insurance policy, 24-hour emergency numbers and Your ticket details and leave copies with family and friends.
- 9. Take enough money for Your trip and some back-up funds, for example, traveller's cheques, sterling or US dollars.
- 10. Tell Your family or friends where You will be staying and what You plan to do, and give them a way of contacting You (such as an e-mail address).

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#### INSURANCE POLICY

This contains full details of the cover provided plus the conditions and exclusions which apply.

You must read this insurance policy carefully.

# **CONDITIONS, EXCLUSIONS AND WARRANTIES**

There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.

#### **FRAUDULENT CLAIMS**

The making of a fraudulent claim is a criminal offence.

## **PROPERTY CLAIMS**

These claims are paid based on the value of the goods at the time **You** lose them and not on a "new for old" replacement cost basis. Claims for sports equipment damaged whilst in use are not covered (except for **Ski Equipment** if **You** have paid the appropriate winter sports premium). Loss or damage of property not belonging to **You** is also not covered (except for certain hired **Ski Equipment** if **You** have paid the appropriate winter sports premium).

# **POLICY LIMITS**

Each section of **Your** policy has a limit on the amount **We** will pay under that section. Some sections also include other specific limits, for example: for any one item or for **Valuables** in total. **You** are advised to check this policy document if **You** intend taking expensive items with **You**.

# **POLICY EXCESSES**

Under most sections of the policy, claims will be subject to an **Excess**. This means that **You** will be responsible for paying the first part of the claim The Excess will apply to each person claiming and to each incident and to each section of the policy under which a claim is made.

# **REASONABLE CARE**

**You** need to take all reasonable care to protect **Yourself** and **Your** property, as **You** would if **You** were not insured.

#### COMPLAINTS

This insurance policy has in it a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.

# "COOLING OFF" PERIOD

**We** hope **You** are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with **Your** requirements, please return it to the issuing agent within 14 days of receipt of **Your** policy and they will

refund **Your** premium, provided **You** have not commenced **Your Trip** or made a claim.

#### **SPORTS AND ACTIVITIES**

This policy contains conditions and exclusions relating to sports and activities. Please see the full list of sports and activities within this policy wording to see what you will be covered for. Some may attract an additional premium. If you are unsure, please call us on 0343 658 0240.

#### **GOVERNING LAW**

Your policy is governed by the law of England and Wales.

# **HEALTH/MEDICAL CONDITIONS**

The policy contains conditions related to health of the people travelling and others upon whose well being the **Trip** may depend. It may be that **You** are required to disclose the condition of such people prior to the cover being issued and **You** must be aware that the failure to disclose such matters will prejudice **Your** position.

#### **GEOGRAPHICAL LIMITS**

## **Home Country**

Your Home Country within the United Kingdom.

#### Europe

Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, including Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the United Kingdom, the United Kingdom shall be considered as Europe.

#### Worldwide, excluding USA, Canada, Caribbean and Mexico

Means anywhere in the world except the United States of America, Canada, the Caribbean and Mexico.

#### Worldwide, including USA and Canada

Means anywhere in the world.

#### Please note:

No cover is provided for **Trips** where You have travelled to a specific country or to an area where, prior to Your Trip commencing, the Foreign and Commonwealth Office have advised against all (but essential) travel.

#### **IMPORTANT NOTES**

- 1. This policy is only available to residents of the United Kingdom.
- There will be no refund of premium if You cancel this policy more than 14 days after purchase i.e. outside the "cooling-off" period mentioned in "Other Important Conditions".
- 3. If **Your Money**, **Valuables** or any items of personal baggage, are lost or stolen, **You** must notify the local police within 24 hours of discovery and obtain a police report. Failure to do so may invalidate **Your** claim.
- 4. Insurance cannot be purchased once Your trip has commenced,

## **AGE LIMITS**

## **Single Trip Policies**

85 at date of purchase.

#### **Annual Multi-Trip policies**

79 at date of purchase

## **MAXIMUM PERIOD OF INSURANCE**

## **Single Trip Policies**

365 days, if you are aged between 66 and 85 years of age  $\pmb{\text{Trips}}$  are limited to 31 days.

#### **Annual Multi-Trip policies**

Any number of Trips in the policy year but limited to 31 days per Trip.

## THE PERIOD OF INSURANCE UNDER CANCELLATION

Cancellation commences when the premium has been paid and ends when **You** depart **Your Home Country** on **Your** outbound journey.

If **You** have chosen an Annual Multi Trip Insurance the outward journey and Return to **Your Home Country** must be pre-booked prior to the **Outward Journey** and take place during the start and end date of the insurance, shown in the **Certificate**. The total duration of any one **Trip** is limited to a maximum of 31 days and any **Trip** exceeding this duration will not be covered in whole or in part. **Trips** within the British Isles must involve at least 2 nights pre-booked accommodation away from **Your** normal place of residence in order to be insured by this policy.

## **EUROP ASSISTANCE SA**

Benefits under this policy are provided by EUROP ASSISTANCE S.A, a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre (Reference number 451 366 405) acting through its Irish office (trading as

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EUROP ASSISTANCE S.A., Irish Branch) whose principal establishment is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089. Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France. Europ Assistance S.A. Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

The Policy Wording sets out in full details of the cover provided and is only valid if attached to a **Certificate** showing the sums insured and limits of the insurance provided and detailing the premium, geographical area, period of cover and persons insured.

The policy covers all persons named on the Certificate for whom the premium has been paid.

## **HEALTH AND PRE-EXISTING MEDICAL CONDITIONS**

This policy can cater for policy holders with **Pre-existing Medical Conditions**. 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 illness for which **You** have received a terminal prognosis or any heart, heart-related or circulatory condition; or any respiratory condition; any stress, anxiety, depression or any other psychological condition; any cancerous condition; or any cerebral condition.

#### Please note

- 1. You must be fit to undertake Your planned trip
- You must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
- We will cover You for Pre-existing Medical Conditions You have declared to Us and which We have accepted in writing. To declare Your Pre-existing Medical Conditions please contact Our Medical Screening Helpline on 0343 658 0300.
- 4. **We** will not cover **You** for any **Pre-existing Conditions** which do not appear in the "Medical Screening letter".
- We will not cover You if Your state of health was worse than You declared to Us at the time You purchased this policy.
- Please check that the information set out in the "Medical Screening letter" is correct. If it is not, **You** must contact the Medical Screening Team on 0343 658 0300.

# ELECTING TO EXCLUDE COVER FOR PRE-EXISTING MEDICAL CONDITIONS

**You** were given a choice to exclude cover for these conditions when **You** applied for insurance. However, **We** do not recommend that **You** do this as **You** are exposing **Yourself** to substantial medical and repatriation expenses if You fall ill abroad. Moreover, if **You** cancel or curtail **Your** trip due to a pre-existing condition **Your** claim will not be covered.

If **You** did choose to exclude pre-existing medical conditions but change **Your** mind before **You** travel, please contact **Our** Medical Screening Helpline on 0343 658 0300.

# **NON-TRAVELLING RELATIVES**

This policy will NOT cover any claims under Section 5 (Cancellation or Curtailment) arising directly or indirectly from any **Pre-existing Medical Condition** known to **You** prior to the commencement of the period of insurance affecting any **Close Relative** or travelling companion who is not insured under this policy, or person with whom you intend to stay whilst on your **Trip** if:

- a terminal diagnosis had been received prior to the commencement of the Period of Insurance; 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 clinic at the commencement of the **Period of Insurance**;
- or if during the 90 days immediately prior to the commencement of the Period of Insurance they had: required surgery, inpatient treatment or hospital consultations; or
- 4. required any form of treatment or prescribed medication.

# **CHANGE IN YOUR STATE OF HEALTH**

After taking out this policy **Your** state of health may deteriorate or **You** may develop a new medical condition. If this occurs before **You** travel **You** must tell **Us** by contacting **Our** Medical Screening Helpline on 0343 658 0300. **We** have the right to increase **Your** premiums or refuse to cover **You** on **Your** Trip.

#### **WAITING LIST**

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.

#### RECIPROCAL HEALTH AGREEMENTS

#### **European Union**

If **You** are travelling to countries in the European Union, Iceland, Liechtenstein, Norway or Switzerland, We strongly advise You to obtain a a European Health Insurance Card (EHIC), which will entitle You to certain free or reduced cost health arrangements in the EU, EEA or Switzerland. This can be obtained by completing a form available on-line at <a href="https://www.ehic.org.uk/Internet/startApplication.do">https://www.ehic.org.uk/Internet/startApplication.do</a> or by phoning 0300 330 1350. This will allow **You** to benefit from the reciprocal health arrangements, which exist within these countries. **You** should take reasonable steps to use these arrangements where possible.

If **We** agree to a claim for medical expenses which has been reduced by **You** using an EHIC **You** will not have to pay the **Excess** amount under the Medical 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 the EHIC.

For further information about the EHIC, please refer to the 'Health Advice For Travellers' booklet from the Post Office or visit the Department of Health website www.nhs.uk/travelhealth.

#### Australia and Non-European Economic Area (EEA) countries

When **You** are travelling to Australia and **You** have to go to hospital, **You** must enrol for treatment under the National Medicare Scheme. The UK has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at <a href="https://www.nhs.uk/NHSEngland/">www.nhs.uk/NHSEngland/</a>

#### **DEFINITIONS**

The following words and expressions used in this policy shall mean as follows when they appear in bold type.

#### Certificate

The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Limits, the **Period of Insurance** and any other special terms and conditions.

#### **Close Business Associate**

Any person in the same employment as **You** whose absence from work necessitates **You** having to cancel **Your Trip** as certified by **Your** Senior Director or partner.

#### **Close Relative**

Mother, father, sister, brother, wife, husband, partner (same or different sex), 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.

#### **Curtail/Curtailment**

Return early to  $\boldsymbol{Your\ Home}$  after the commencement of the  $\boldsymbol{Outward\ Journey}.$ 

#### Excess

Shall mean the first amount of a claim that **You** must pay, expressed as a monetary amount or as a percentage of the loss.

#### **Family**

A single parent / grandparent or two parents / grandparents travelling together with their child or children (under 18 years) and non-related children who are travelling as part of a family group.

## **Geographical Area**

The area or country shown on **Your** Certificate and for which the appropriate premium has been paid.

## **Golf Equipment**

Golf clubs, golf balls, golf bag, non-motorised golf trolley and golf shoes.

#### **Home Country**

**Your** country of residence (please note for the purposes of this insurance the **UK** Area is defined as one country of residence).

#### Loss of Limb

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

## **Loss of Sight**

Shall mean 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
- 2. 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 exposure to risk that could give rise to **Your** bodily injury or illness (nursing and bar-work are not considered to be manual work)

## **Medical Practitioner**

Means a doctor or specialist who is legally qualified, licensed and registered to

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practice medicine under the laws of the country in which they practice other than:

You; member of Your immediate family; or Your employee.

#### Money

Cash, postal and money orders and lift passes (in respect of winter sports trips where the appropriate premium has been paid), held by **You** for social, domestic and pleasure purposes.

#### **Outward Journey**

The initial journey in conjunction with **Your** trip from **Your Home** in the United Kingdom.

#### **Permanent Total Disablement**

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 home in the United Kingdom to start **Your Trip** and ends when **You** have returned to **Your** home in the United Kingdom. If **Your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **You** are able to return.

#### **Personal Accident**

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

#### **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** (but excluding items mentioned in the exclusions).

# **Pre-existing Medical Condition**

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 illness for which **You** have received a terminal prognosis or any heart, heart-related or circulatory condition; or any respiratory condition; any stress, anxiety, depression or any other psychological condition; any cancerous condition; or any cerebral condition.

#### **Public Transport**

Train, Coach, Taxi, Bus, Aircraft and Sea Vessel on which **You** are a fare-paying passenger.

#### Redundancy

Redundancy of a person covered under this policy who is under 65 years of age who has been employed for two continuous years with the same employer at the time of being made redundant.

#### Ski Equipment

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

#### Ski Pack

Pre-booked lift passes, hired skis and boots and ski school fees.

#### Strike or Industrial Action

Organised action taken by a group of workers which prevents the supply of goods and services on which **Your Trip** depends.

# **Terrorism (Including Cyber Terrorism)**

Means an act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear, including but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation or government.

# Trip

A holiday (and/or a business **Trip** if an additional premium is paid) if it commences during the **Period of Insurance**, starting from when **You** leave **Your Home Country** or place of work (in **Your** home location) whichever occurs last and ending when **You** return to **Your Home Country** or place of work whichever occurs first.

Any **Trip** within **Your Home Country** must involve at least 2 nights pre-booked paid accommodation or involves a pre-booked flight.

#### Unattended

Left away from **Your** person where **You** are unable to clearly see or retrieve **Your** Personal Possessions or Money or Passports, Tickets and Documents (unless packed in the locked boot of a vehicle whilst **You** are travelling in it).

#### 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 including tapes, compact discs, cartridges, discs, MP3 or mini-disc players and any computer equipment

including software, musical instruments, furs, or leather clothing, (apart from footwear).

#### You/Your

Each Insured Person named in the Certificate.

#### We/Us/Our

EUROP ASSISTANCE S.A acting through its Irish office (trading as EUROP ASSISTANCE S.A., Irish Branch).

#### **UPGRADES**

This policy contains different levels of cover, some of which do not apply unless **You** have paid the appropriate additional premium. Any extra benefit **You** have purchased is shown on **Your Certificate**. Please read the wording and ensure the cover reflects **Your** requirements.

Upon the payment of an additional premium, **You** may upgrade **Your** travel insurance coverage by purchasing the following upgrades prior to commencement of **Your Trip**:

#### **Excess Waiver**

Excess is reduced to nil when **You** have paid the premium for Excess Waiver except where stated.

## **Optional Winter Sports Cover**

**Your** policy can be extended, subject to certain limitations, for Winter Sports cover. Please refer to the Optional Winter Sports Cover section in this policy for full details.

#### **Optional Cruise Cover**

**Your** policy can be extended for an additional premium to cover **You** when on a cruise holiday.

#### **Optional Golf Cover**

**Your** policy can be extended, subject to certain limitations, for Golf cover. Please refer to the Optional Golf Cover section in this policy for full details.

#### **Optional Business Cover**

**Your** policy can be extended, subject to certain limitations for Business Cover. Please refer to the Optional Business Cover section in this policy for full details.

#### **Optional Max Trip Duration Increase**

**Your** policy can be extended to increase the max trip duration on an annual multi-trip policy from 31 to 62 consecutive days for an additional premium if you are under the age of 66.

## **Optional Sports and Activities Cover**

Some Sports and Activities are automatically covered within the policy. **Your** policy can be extended, subject to certain limitations, to cover additional Sports & Activities. Please refer to the optional Sports & Activities cover section in this policy for full details.

# **SPORTS AND ACTIVITIES**

You are not covered for taking part in any sports or activities unless it is listed below. If You are going to take part in any activity which may be considered dangerous or hazardous that is not detailed below, please contact Us to see if We can provide cover. Please note that under the Personal Liability section You will not be covered for liability caused directly or indirectly by Your owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

**You** will not be covered for any claims arising directly or indirectly from **Your** participation in any sports or activities unless they are listed in the tables below and any necessary additional premium is paid prior to travel. Cover will be provided for the activities below on the basis that you are participating on a non-professional, non-competitive basis and that any appropriate safety equipment is worn or used.

#### Table A

Your Insurance automatically covers You for the following activities:

Aerobics	Roller skating
Archery	Rounders
Badminton	Scuba diving (to 18 metres)
Basketball	Skateboarding
Beach games	Snooker, pool and billiards
Bowls	Snorkelling
Cricket	Squash
Cycling,*No Personal Liability cover – no tours	Surfing, *No Personal Liability Cover
Fell walking, rambling and trekking (up to 2,000 metres altitude)	Swimming (in pool or on inland waters or coastal waters within a 12-mile limit from land)
Fishing	Table tennis
Football	Tennis
• Golf	Volleyball
Ice-skating (rink only)	Water Polo

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Mountain Biking (excluding competition)	Water-skiing (only on inland waters or coastal waters within a 12-mile limit from land) * No Personal Liability cover
Parascending (towed by boat) *No Personal Liability cover	Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land) * No Personal Liability cover
Racket Ball	Yachting, boating, sailing and rowing (only on inland waters or coastal waters within a 12-mile limit from land)     No Personal Liability cover
Rambling	Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land) * No Personal Liability cover
Rafting, canoeing and kayaking * No Personal Liability cover	Yachting, boating, sailing and rowing (only on inland waters or coastal waters within a 12-mile limit from land)     No Personal Liability cover

When **You** have paid the appropriate additional premium. For Scuba or skin diving at any depth the following endorsement applies:

The following sports and activities are examples of what are not covered by this insurance unless an additional premium has been paid and the **Certificate** shows the cover has been provided. SCUBA or skin diving to a maximum depth of 30 meters (see category B) will be covered provided that **You** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **You** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/ cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **Your** fitness to dive.

#### Table B

Provided **You** have paid the appropriate premium **You** will be covered for all of the activities listed in Table A plus the following sports and activities:

Bungee Jump No Personal Accident cover	Hydro Zorbing
Camel/Elephant Riding	Martial Arts (Training only)
Deep Sea Fishing	Motorcycling (over 50cc and under 250 cc - no racing) as a rider or passenger when wearing a helmet provided the rider holds an appropriate motorcycle licence to ride the motorcycle.
Dog Sledging	Rafting, canoeing and kayaking (including white water up to grade 3) * No Personal Liability cover
Go Karting	Rugby
Gymnastics	Safari ( not involving use of firearms)
Hiking (between 2,000 and 4,000 metres altitude)	Scuba Diving (between 18 and 30 metres)
Hockey	Sea Canoeing
Horse riding (no Polo, Hunting, Jumping or Racing)	Trekking (between 2,000 and 5,000 metres altitude)
Hot Air Ballooning (non-UK organised)	Triathlon – Road Bike

# Table C

Provided **You** have paid the appropriate premium **You** will be covered for all of the activities listed in Table A and B plus the following sports and activities:

Abseiling	Sail Boarding
Paragliding	Sand Boarding
Parasailing	Sand Yachting
Parascending (over land)	Skiing (Dry Slope)
Rafting, canoeing and kayaking (including white water up to grades 4)     *No Personal Liability cover	Snowboarding (Dry Slope)

#### Table D

Provided **You** have paid the appropriate premium **You** will be covered for all of the activities listed in Table A, B and C plus the following sports and activities:

	Ť
<ul> <li>Animal Riding (other than camel and elephant riding)</li> </ul>	Parachuting
Canyoning	Rock Climbing
Hang Gliding	Rock Scrambling
High Diving	Scuba Diving (up to 30 metres) if BSAC, PADI, DIWA, SSI or SAA member
Horse Jumping (no Polo, Hunting)	Show Jumping(no Polo, Hunting)
• Ice Hockey	Sky Diving
Land Yachting	Triathlon – Ironman
Micro Lighting *No Personal Liability Cover	Wrestling
Motor Rallies	Work Abroad (manual, ground level only, no machinery)

#### **CANCELLATION**

#### We will pay:

Up to the amount shown in the Summary of Cover for the cost of unused travel and accommodation arrangements which **You** have paid, or **You** have contracted to pay, and which **You** have had to necessarily and unavoidably cancel before **You** commence **Your Trip** (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid), due to:

- the death or disablement by bodily injury, illness or being subject to quarantine of (a) You, (b) any person You were intending to travel or stay with, (c) a Close Relative of Yours or of any person You were intending to travel with or (d) a Close Business Associate of Yours; or
- 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
- Your Redundancy, provided that We are informed in writing immediately notification of Redundancy is received and that you were working at your current place of employment for 2 years and that You were not aware of any impending Redundancy at the time this policy was issued; or
- 4. Your home being made uninhabitable or Your place of business being made unusable, up to 14 days before the commencement of Your Trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting Your presence following burglary or attempted burglary at Your home or place of business; or
- Your passport, or the passport of any person You were intending to travel with being stolen during the seven days before Your booked date of departure
- You, a Close Relative of Yours or any person You intended to travel
  with, who is a member of the Armed Forces, emergency services, the
  nursing profession or a government employee and being ordered to return
  to duty.

## We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver premium;
- any claims if You do not obtain a medical certificate from a Medical Practitioner, confirming that cancellation of the Trip is medically necessary;
- claims arising directly or indirectly from normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- any claims arising directly or indirectly from a **Pre-existing Medical** Condition unless it has been declared to **Us** and accepted by **Us** in writing;;
- any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
- any claims arising from prohibitive regulations by the Government of any country;
- claims where a theft of a passport has not been reported to the relevant authority,
- 8. claims arising directly or indirectly from any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
- claims arising directly or indirectly from Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip.
- claims arising directly or indirectly from Your being self-employed or accepting voluntary redundancy:

You should also read the General Exclusions applying to all sections of the policy.

#### **CURTAILMENT**

## We will pay:

Up to the amount shown in the Summary of Cover:

- the value of that portion of Your travel and/or accommodation arrangements paid for before Your Trip commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid) if You have to Curtail Your Trip and return to Your Home Country earlier than planned due to:
  - a) the death, severe injury or serious illness of:
  - i) You or any person You are travelling with;
  - ii) Your Close Relative resident in the United Kingdom;
  - iii) Your Close Business Associate resident in the United Kingdom.
  - b) Your home being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting Your presence following burglary or attempted burglary at Your home or place of business;
  - c) You being unable to continue Your booked Trip, due to loss or theft of Your passport, or that of any person You are travelling with.

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The amount paid by  ${\bf Us}$  in settlement of the claim will be based on an appropriate pro-rata proportion of the total travel and accommodation costs

- reasonable additional travelling expenses incurred by You to return to Your home (including Economy Class travel)) earlier than planned for a reason stated in cover (1) of this section.
- You, a Close Relative of Yours or any person You intended to travel
  with, who is a member of the Armed Forces, emergency services or a
  government employee and being ordered to return to duty.

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver premium;
- claims if You do not obtain a medical certificate from a Medical Practitioner, confirming that cancellation of the Trip is medically necessary:
- claims arising directly or indirectly from normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- 4. claims arising directly or indirectly from a **Pre-existing Medical Condition** unless it has been declared to **Us** and accepted in writing by **Us**;
- any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
- claims arising from prohibitive regulations by the Government of any country:
- claims where a theft of a passport has not been reported to the relevant authority,
- 8. claims arising directly or indirectly from any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
- claims arising from Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip.

You should also read the General Exclusions applying to all sections of the policy.

## **MEDICAL & REPATRIATION EXPENSES**

#### We will pay:

Up to the amount shown in the Summary of Cover if during **Your Trip You** became ill or injured for costs incurred outside **Your Home Country** that have been authorised by the emergency assistance company

- for emergency medical and surgical treatment. Claims for dental treatment cover the relief of pain only and are limited to the amount shown in the summary.
- for reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if You have to be accompanied home on medical advice or if You are a child and require an escort home;
- 3. in the event of death:
- 4. for conveyance of the body or ashes to **Your Home Country** (but excluding the cost of burial or cremation) or;
- 5. local funeral expenses abroad limited to £1,500;
- Loss of Medication up to a maximum of £300 for the necessary and reasonable cost of replacing essential medication lost or stolen during Your Trip.

## **NOTE**

All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **You** become ill or are injured **We** have the right to bring **You** back to **Your Home Country**, if the emergency assistance company doctor states that **You** can safely travel home. If **You** refuse to return to **Your Home Country**, **We** have the right to stop covering **Your** expenses.

This section does not apply to **Trips** within **Your Home Country**.

If **You** are taken into hospital or **You** think that **You** may have to come home early (be repatriated) or extend **Your** journey because of illness or accident, the emergency assistance company must be told immediately.

# We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver premium;
- any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- any claims arising directly or indirectly from normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- any claims arising directly or indirectly from a Pre-existing Medical Condition unless it has been declared to Us and accepted by Us in writing.
- 5. any expenses incurred for illness, injury or treatment required in consequence of:
  - a) surgery or medical treatment which in the opinion of the attending

- doctor and the emergency assistance company doctor can be reasonably delayed until **Your** return to **Your Home Country** if this is **Your** usual country of residence;
- b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **Your Home Country** if this is **Your** usual country of residence;
- preventative treatment which can be delayed until Your return to Your Home Country if this is Your usual country of residence;
- claims if You have not obtained a written certificate of fitness and ability to travel and endure the Trip where You are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of Your Trip;
- 8. claims that are not confirmed as medically necessary by the attending doctor or the emergency assistance company;
- for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;
- for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- for expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication;
- 12. costs that arise over 12 months after a claim was first notified;
- 13. for costs which exceed £500 which **We** have not authorised beforehand; You should also read the General Exclusions applying to all sections of the policy.

#### **HOSPITAL BENEFIT**

Should **You** suffer bodily injury or illness during 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 **Your Home Country** up to the amount shown in the Summary of Cover.

## We will not pay for:

 Anything mentioned in "We will not pay" under the Medical and Repatriation Expenses section.

#### **PERSONAL EFFECTS & BAGGAGE**

#### We will pay:

#### **Personal Baggage**

Up to the amount shown in the Summary of Cover for the intrinsic value or cost of repair of any of **Your** own **Personal Possessions** (not hired, loaned or entrusted to **You**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

#### NOTE

In the event of a claim for a pair or set of articles **We** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium;
- claims if You do not exercise reasonable care for the safety and supervision of Your property;
- claims arising from 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.
  - a) if Your Personal Possessions are lost, damaged or delayed in transit, and You do not notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) within 7 days of discovery of damage or loss;
- 4. claims arising from loss, destruction, damage or theft:
  - a) from confiscation or detention by customs or other officials or authorities;
  - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, telephones, computers/games consoles (including handheld consoles) and/ or accessories, televisions, sports gear whilst in use (other than Ski Equipment for winter sports Trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories);
  - c) due to wear and tear, denting or scratching, moth or vermin;
  - d) of Valuables left as checked-in baggage.
- claims arising directly or indirectly from mechanical breakdown, or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- . claims for Valuables stolen from an Unattended vehicle;

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- 7. claims for **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 or,
  - b) an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 8. any shortages due to error, omission or depreciation in value;
- claims where any property is more specifically insured or recoverable under any other source;
- 10. the cost of replacement locks;

You should also read the General Exclusions applying to all sections of the policy.

# **MONEY AND CASH**

#### We will pay:

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).

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium;
- claims if You do not exercise reasonable care for the safety and supervision of Your property;
- claims for loss or theft of Your money if it was left Unattended in a public place, or a place to which members of the general public have access;
- 4. claims for 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 or,
  - b) an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 5. any shortages due to error, omission or depreciation in value;

You should also read the General Exclusions applying to all sections of the policy.

## **LOSS OF PASSPORT**

## We will pay:

Up to the amount shown in the Summary of Cover for;

- the reasonable costs in obtaining a replacement passport (or travel document) to enable You to return to Your Home Country following the accidental loss or theft of Your Passport whilst outside Your Home Country;
- 2. the irrecoverable costs of travel tickets, green card, petrol coupons, driving licence or phone cards following accidental loss or theft

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium;
- claims arising from loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities;
- claims arising from loss or theft unless a) You have reported the loss or theft to the nearest Police authority within 24 hours of discovery and b) You have obtained a written Police report;
- claims arising from loss of or theft from an **Unattended** vehicle at any time;

You should also read the General Exclusions applying to all sections of the policy.

## **TRAVEL DELAY**

This section does not apply to **Trips** within **Your Home Country**.

## We will pay either:

- the sum insured 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;
- 2. up to the amount under the cancellation section of this policy shown in the summary (after deduction of the **Excess** shown in the summary per insured person) if **You** abandon the **Trip** (on the **Outward Journey** only) after the first full 12 hours due to the delay of **Your** outward flight, sea crossing, coach or train departure as a result of:
- a) Strike or Industrial Action (provided that when this policy was taken out, or Your Trip was booked 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.

## We will not pay:

1. the Excess shown in the Summary of Cover except where You have paid

- the Excess Waiver Premium. (applicable to 2 above, abandonment claims only):
- claims if You do not check-in for the flight, sea crossing, coach or train departure before the intended departure time;
- claims if You do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay.
- 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:

You should also read the General Exclusions applying to all sections of the policy.

#### NOTE

This section applies for delays only at the final point of international departure point from and to **Your Home Country**.

#### MISSED DEPARTURE

This section does not apply to **Trips** within **Your Home Country**.

#### We will pay:

Up to the amount shown in the Summary of Cover for necessary and reasonable travel and accommodation expenses required to reach **Your** booked destination, if

- 1. the vehicle **You** are travelling in to reach **Your** international departure point breaks down or is involved in an accident; or
- the Public Transport You are using to reach Your international departure point is delayed, resulting in You arriving too late to commence Your booked Trip

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

- You not allowing sufficient time for Your journey to the airport or port to catch the booked flight or sailing;
- Public Transport provider failure unless You get a letter from the provider confirming that the service did not run on time;
- the accident or breakdown of Your car unless You get confirmation of the delay from the authority who went to the accident or breakdown affecting the car You were travelling in;
- 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;

You should also read the General Exclusions applying to all sections of the policy.

## **PERSONAL ACCIDENT**

# We will pay:

Up to the amount shown in the Summary of Cover for the following benefits, if **You** suffer an accident during **Your Trip** which, within 12 months after the date of that accident, is the sole cause of **Your** death or disability:

- 1. Death;
- 2. Loss of Limb, total and permanent Loss of Sight in one or both eyes;
- 3. Permanent Total Disablement;
- For persons under 16 or over 75 at the time of the accident the death benefit will be limited to funeral expenses up to £1,500 and there will be no cover for **Permanent Total Disablement**.

# We will not pay for any claims for death, loss or disablement caused directly or indirectly by:

- Your sickness, disease, physical or mental condition that is gradually getting worse;
- 2. an injury which existed prior to the commencement of the **Trip**;
- 3. pregnancy;
- any claims under this section not notified to Us within 12 months of the date of the accident;

You should also read the General Exclusions applying to all sections of the policy.

# PERSONAL LIABILITY

**We** will pay up to the sum insured shown in the Summary of Cover (inclusive of legal costs and expenses) if, during **Your Trip**, **You** become legally liable to pay damages in respect of:

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

**We** will indemnify **You** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause

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#### Specific Exclusions applicable to the Personal Liability Section:

- We will not be liable for anything mentioned in the General Exclusions Section.
- 2. We will not pay any liability for:
  - a) bodily injury, illness or disease of any person who is **Your Close** Relative, a travelling companion, or under a contract of employment,
     service or apprenticeship with **You** when the bodily injury, illness or
     disease arises out of and in the course of their employment to **You**;
  - b) loss or damage to property belonging to or held in trust by or in the custody or control of **You** other than temporary accommodation occupied by **You** in the course of **Your Trip**;
  - c) bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by **You** or on behalf of **You** of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
  - d) bodily injury caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;
  - e) fraudulent, dishonest or criminal acts of **You** or any person authorised by **You**;
  - f) any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
  - g) any claim assumed by **You** under any contract or agreement unless such liability would have existed in the absence of such contract or agreement:
  - h) punitive or exemplary damages.

#### Specific Conditions applicable to the Personal Liability Section:

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

# **LEGAL EXPENSES**

If **You** suffer an incident that results in bodily injury, death or illness caused by a third party during the journey, **We** will indemnify **You** for legal expenses incurred in pursuit of a claim for damages or compensation against the third party up to the sum insured stated in the Summary of Cover for any one **Trip**.

# Specific Definitions applicable to the Legal Expenses Section: Legal Expenses shall mean:

 Fees, expenses and other disbursements reasonably incurred (as determined by **Our** legal counsel) by a **Legal Representative** in pursuing a claim or legal proceedings for damages and/or compensation

- against a third party who has caused **Your** bodily injury, death or illness.

  2. Fees, expenses and other disbursements reasonably incurred (as determined by **Our** legal counsel) by a **Legal Representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
- Costs that You are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

**Legal Representative** shall mean a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by **Us** to act on **Your** behalf.

#### Specific Exclusions applicable to the Legal Expenses Section:

- 1. We will not be liable for anything mentioned in the General Exclusions.
- 2. **We** will not pay any liability for:
  - a) any claim reported to Us more than 12 months after the beginning of the incident which led to the claim;
  - b) Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You;
  - c) Legal Expenses incurred before receiving Our prior written approval, unless such costs would have been incurred subsequently to Our approval;
  - d) **Legal Expenses** incurred in connection with any criminal or wilful act committed by **You**;
  - e) Legal Expenses incurred for any claim or legal proceedings brought against;
    - a) a travel agent, tour operator, carrier, insurer or their agent; or
    - b) **Us, You**, or any company or person involved in arranging this Policy:
  - f) fines, compensation or other penalties imposed by a court or other authority;
  - g) Legal Expenses incurred after You have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or You not accepting an offer from Us to settle a claim;
  - h) **Legal Expenses** which **We** consider to be unreasonable or excessive or unreasonably incurred (as determined by **Our** legal counsel);
  - i) actions between individuals named on Your Certificate;
  - j) Legal Expenses incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine;
  - k) 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.

#### Specific Conditions applicable to the Legal Expenses Section:

- 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 counsel) grounds for pursing or defending the claim or legal proceedings; and
  - b) it is reasonable (as determined by **Our** legal counsel) for **Legal Expenses** to be provided in a particular case.

The decision to grant consent will take into account the opinion of **Your Legal Representative** as well as that of **Our** own advisers. **We** may request, at **Your** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.

- All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- If You are successful in any action, any Legal Expenses provided by Us will be reimbursed to Us.
- We may at Our discretion assume control at any time of any claim or legal proceedings in Your name for damages and or compensation from a third party.
- 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, and any such settlement will be full and final in respect to the claim.
- We may at Our discretion offer to settle a counter-claim against You
  instead of continuing any claim or legal proceedings for damages and or
  compensation from a third party.

#### **WINTER SPORTS**

This section of cover is only applicable if the appropriate winter sports premium has been paid, you are 60 years old or under, and the wintersport premium is noted on **Your Certificate**.

If **You** have an Annual Multi Trip **Policy**, this **Policy** will automatically cover **You** for up to 21 days of Winter Sports Cover in each **Period of Insurance**.

If **You** have a Single Trip Policy and have paid for Winter Sports Cover, this Policy will cover **You** for the whole **Period of Insurance**.

You will be covered for:-

Bob Sleighing	Skiing, Big Foot
Cross Country Skiing	Ski Bobbing
Curling	Sledging
Dog Sledging	Snow Boarding
Dry Slope Skiing	Snow Cat Skiing
Heli Skiing	Snow Kiting
Luging	Snow Mobiling

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Mono-Skiing	Snow Shoeing
Skiing	Tobogganing

Also included is Off-piste skiing and snowboarding but only if **You** are accompanied by a qualified instructor or guide.

#### We will pay:

#### 1. SKI EQUIPMENT

Up to the amount shown in the Summary of Cover for the value or repair of **Your** own **Ski Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Ski Equipment**, if they are lost, stolen or damaged during **Your Trip**.

#### Please note:

Claims for owned **Ski Equipment** will only be calculated as follows:

	•
Up to 12 months old	85% of purchase price
Up to 24 months old	65% of purchase price
Up to 36 months old	45% of purchase price
Up to 48 months old	30% of purchase price
Up to 60 months old	20% of purchase price
Over 60 months old	Nil

#### 2. SKI HIRE

Up to the amount shown in the Summary of Cover per day for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss, theft or damage of **Your** own **Ski Equipment** during the **Period of Insurance**.

#### 3. DELAYED SKI EQUIPMENT

Up to the amount shown in the Summary of Cover towards the cost of hiring replacement **Ski Equipment** necessities, if **Your** own **Ski Equipment** is delayed in reaching **You** on **Your Outward Journey** for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

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

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium (except for Benefits Ski Hire and Delayed Ski Equipment above);
- You not exercising reasonable care for the safety and supervision of Your own or Your hired Ski Equipment;
- You not obtaining a written police report within 24 hours of the discovery in the event of loss, burglary or theft of Your own or Your hired Ski Equipment;
- Your own or Your hired Ski Equipment which is lost, damaged or delayed in transit, if You do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline); or
  - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
- 5. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6. Your own or Your hired Ski Equipment stolen from:
  - a) an **Unattended** vehicle unless it was in the rear boot or luggage area
    of the vehicle and is covered so as not to be visible from outside the
    vehicle, or items stored on a roof rack (unless the vehicle is parked
    within sight of **You**), and there is evidence of forcible and violent entry;
  - b) an **Unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
- Any winter sports equipment that is lost or damaged by people it was not designed for;

You should also read the General Exclusions applying to all sections of the policy.

#### **SKI PACK**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

#### We will pay:

Up to the amount shown in the Summary of Cover, in all for the unused portion of **Your Ski Pack** costs paid for or contracted to be paid for before **Your Trip** commenced. if:

You have a valid claim under the curtailment section of this policy: or

You do not curtail your trip but are certified by a medical practioner as being unable to ski.

**You** must provide confirmation that no refund is available for **your ski pack**.

# We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium:
- claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities;

 anything mentioned under 'We will only pay' in the Medical & Repatriation Expenses Section;

You should also read the General Exclusions applying to all sections of the policy

# PISTE CLOSURE

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this Section between 1st December to 31st March in the Northern hemisphere and 1st May and 30th September in the Southern hemisphere if there is a lack of snow in **Your** resort and it closes, which prevents **You** from skiing.

## We will pay:

- the amount shown in the Summary of Cover per day towards the costs You have to pay to travel to another resort, or
- the amount shown in the Summary of Cover for each full day You are unable to ski, if Your resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked Period of Insurance of Your Trip.

#### We will not pay:

- claims where You have not obtained confirmation of resort closure from the local representative;
- 2. claims where not all skiing facilities are totally closed;
- claims where the lack of snow conditions are known or are public knowledge at the time of effecting insurance;

You should also read the General Exclusions applying to all sections of the policy.

#### **DELAY DUE TO AVALANCHE**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

## We will pay:

Up to the amount shown in the Summary of Cover for additional travel and accommodation costs **You** need to pay if **Your** outward or return journey is delayed for more than 12 hours because of an avalanche.

# Specific condition applicable to the Delay Due To Avalanche Section:

**You** must get a written statement from the appropriate authority confirming the reason for the delay and how log it lasted.

## **GOLF COVER**

This section of cover is only applicable if the appropriate golf extension premium has been paid.

## We will pay:

# 1. Loss of Golf Equipment

Up to the amount shown in the Summary of Cover for the value of repair of **Your** own **Golf Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Golf Equipment**, if lost, stolen or damaged during **Your Trip**.

## 2. Hire of **Golf Equipment**

Up to the amount shown in the Summary of Cover for the reasonable cost of hiring replacement **Golf Equipment** as a result of the accidental loss, theft or damage of **Your** own **Golf Equipment** during the **Period of Insurance**.

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium;
- for claims if You do not exercise reasonable care for the safety and supervision of Your own or Your hired Golf Equipment;
- claims if You do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of Your own or Your hired Golf Equipment;
- claims where Your own or Your hired Golf Equipment are lost, damaged or delayed in transit if You do not;
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline); or
  - b) follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
- claims arising from loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6. Your own or Your hired Golf Equipment being stolen from:
  - a) an **Unattended** vehicle unless it was in the rear boot or luggage area
    of the vehicle and is covered so as not to be visible from outside the
    vehicle, or items stored on a roof rack (unless the vehicle is parked
    within sight of **You**), and there is evidence of forcible and violent entry;
  - b) an **Unattended** vehicle (other than motorcaravans) left for any period between the hours of 9 pm and 9 am;

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You should also read the General Exclusions applying to all sections of the policy.

#### **LOSS OF GREEN FEES**

This section of cover is only applicable if the appropriate golf extension premium has been paid.

#### We will pay

Up to the amount shown in the Summary of Cover, in total for the unused portion of **Your** Green Fees paid or contracted to be paid for before **Your Trip** commenced. if:

You have a valid claim under the curtailment section of this policy: or

You do not curtail your trip but are certified by a medical practioner as being unable to play golf.

You must provide confirmation that no refund is available for your green fees.

#### We will not pay:

- claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities;
- 2. anything mentioned under "We will not pay" in the Medical & Repatriation Expenses Section.

You should also read the General Exclusions applying to all sections of the policy.

#### **BUSINESS EQUIPMENT**

This section of cover is only applicable if the appropriate business extension premium has been paid.

#### 1. Business Equipment

#### We will pay:

For the loss, theft or damage of **Your** business equipment suffered during the **Period of Insurance**.

#### 2. Business Equipment Hire

#### We will pay

Up to the amount shown in the Summary of Cover for the reasonable cost of hiring replacement business equipment if during the **Period of Insurance** the business equipment held by **You** for business reasons is lost, stolen or damaged.

## 3. Business Money

#### We will pay

Up to the amount shown in the Summary of Cover for the following business items that **You** are responsible for:

- 1. Bank notes
- 2. Coins
- 3. Traveller's Cheques
- 4. Travel Tickets
- 5. Green Card
- 6. Admission Tickets

If Business Money is collected from a bank for use during a **Trip** it will be covered for a period of 72 hours prior to the start of a **Trip** and shall continue for the same period after returning from the **Trip** or until deposited at a bank whichever occurs first.

#### We will not pay:

- the Excess shown on the Summary of Cover except where You have paid the Excess Waiver Premium;
- claims for loss, theft or damage during Your outward or return journey if You do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If You cannot report the loss, theft or damage to the airline straight away, You must do so in writing within seven days;
- claims if the loss and/or theft is not reported to the police within 24 hours of discovery, and a police statement obtained;
- claims arising from loss, theft or damage whilst left unattended unless You have kept them in locked accommodation, a safe or a safety deposit box;
- claims arising for loss or theft of equipment or **Money** left in a vehicle overnight;
- claims for loss, theft or damage to mobile phones (including Pocket PC's BlackBerrys, iPhone, PDA's and the like), loose precious stones, securities, deeds, bonds, stamps or documents of any kind;
- claims for loss, theft, or damage of equipment and Money whilst in the custody of the carrier;
- 8. more than the value of the part of a pair or set which is lost, stolen or damaged:

You should also read the General Exclusions applying to all sections of the policy.

#### Specific Conditions applicable to the Business Equipment Section:

- . You must keep any damaged property so that We can inspect it. When We make a payment for that property, it will then belong to Us.
- If You purchase a comparable replacement for a lost or damaged article, We shall pay for the replacement cost, providing that such article was less than 3 years old at the time and that evidence of the original purchase is provided.
- All Exclusions and Conditions from the Personal Baggage section will apply to this section.

## **GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

No payment will be made under the following sections without appropriate medical certification.

- a) Cancellation
- b) Curtailment
- c) Medical and Repatriation Expenses
- d) Hospital Benefit
- e) Personal Accident
- f) Personal Liability
- g) Legal Expenses
- h) Winter Sports
- i) Golf Cover
- If We require any medical certificates, information, evidence and receipts, these must be obtained by You at Your expense.
- 2. 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.
- 3. You must take all reasonable steps to recover any lost or stolen article.
- 4. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
- 5. The original Policy **Certificate** must be produced before any claim is paid.
- 6. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **Us**.
- We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in Your name for Our benefit against any other party.
- We may at any time pay to You Our full liability under the policy after which no further payments will be made in any respect.
- 9. If at the time of making a claim there is any other policy covering the same risk **We** are entitled to contact that insurer for a contribution.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

#### We will not pay anything directly or indirectly caused by:

- Your suicide, deliberately injuring Yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless You are trying to save someone's life);
- air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 3. air travel within 24 hours of scuba diving;
- bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under End Supplier Failure extension for non-packaged holidays.
- consequential loss of any kind. For example, loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost;
- loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
  - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
- Any exposure to the utilisation of nuclear, chemical or biological weapons of mass destruction.
- 8. loss or damage arising from:
  - a) any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, uprising, blockade, military force, any act of **Terrorism** (including Cyber Terrorism) where you are actively engaged and/ or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.

## b) any act of Terrorism:

- i) this exclusion will not apply to Personal Accident Section or Medical Emergency and Repatriation Expenses Section provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities,
- ii) provided also that in the event of benefit being payable the maximum

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payable in respect of any one claim or series of claims arising from a single act of **Terrorism** or series of acts of **Terrorism** occurring within a 72 hour period is £2,500,000 in the aggregate;

- You riding on a motorcycle, quad bike or any mechanically assisted cycle
  with an engine capacity in excess of 250cc and in any event if You fail to
  wear a crash helmet or have not paid the appropriate additional premium;
- You driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
- 11. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing (unless the appropriate additional premium has been paid); professional or organised sports, racing, speed or endurance tests, scuba diving to a depth greater than 9 metres, or 30 metres if the appropriate premium has been paid, scuba diving without a qualified instructor, or dangerous pursuits; **Your Manual Work** (unless the appropriate additional premium has been paid); taking part in dangerous expeditions or the crewing of a vessel outside European waters (unless the appropriate additional premium has been paid);
- 12. Winter sports of any kind (unless the appropriate premium has been paid). Even if the appropriate Winter sports premium has been paid, the following activities will remain excluded: ski jumping, ice hockey, the use of skeletons; ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
- any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;
- 14. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Personal Accident Section, Medical Emergency and Repatriation Expenses Section);
- 15. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
- 16. Any liability, loss, cost or expense arising out of, resulting from, caused or contributed to any virus that is declared to be an outbreak or epidemic by the World Health Organisation or any Government or ruling body of a country that the outbreak or epidemic has occurred in.
- 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
- 18. Claims arising from Your wilful, malicious or unlawful acts
- 19. You taking part in a criminal act;
- a Pre-existing Medical Condition not declared to and accepted by Us in writing;
- 21. a complication of pregnancy and childbirth if the same complication had occurred in a previous pregnancy;
- You driving, or in charge of a vehicle where Your blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
- 23. any claim arising directly or indirectly from to Your health or anyone's good health on which Your Trip depends that You knew about before Your Trip commenced unless We have agreed in writing.
- 24. Any disinclination to travel.

## WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

# MEDICAL EMERGENCIES AND RETURNING EARLY TO YOUR HOME COUNTRY

If You have an emergency during Your Trip and require medical treatment while outside Your Home or You need to cut Your Trip short You must phone Global Response as soon as possible.

# If You have a medical emergency, please call +44 (0) 2920 474221

These lines are open 24 hours a day.

**Global Response** will provide immediate help if **You** are ill or injured outside **Your Home Country**. They provide a 24-hour emergency service 365 days a year.

When contacting them **You** will need to quote **Your** Policy Number, **Your** name, address and a telephone number.

#### **CLAIMS PROCEDURE**

When something happens which is likely to give rise to a claim under this policy, **You** must notify Global Response as soon reasonably possible after it happens and, in any case, within 28 days from the date of return to **Your Home Country**.

Telephone: 02920 474222

Email: travelclaims@global-response.co.uk

#### **Claims Cooperation**

**You** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** or they feel necessary to evaluate the incident or claim. If **You** do not co-operate with **Us** and/or **Our** investigation of the claim, **We** shall not be liable to pay any claim.

# Access to additional materials

**You** shall provide **Us**, or designated representatives, all information, documentation, medical information that **We** or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

#### Right to medical records and medical examination

Following notification of a claim, **You** shall provide, when asked, all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may reasonably request.

# **COMPLAINTS PROCEDURE**

**We** are dedicated to providing **You** with a high quality service and want to ensure that this is maintained at all times. If **You** feel that **We** or another party connected with this Policy have not offered a first class service please write and tell them and they will do their best to resolve the problem.

#### Claims

In respect of any questions or concerns about the handling of a claim **You** should put **Your** question or concern to:

The Complaints Department Global Response Ltd Regus House Falcon Drive

Cardiff United Kingdom

CF10 4RU Email: customerservices@global-response.co.uk

Telephone: 00 44 (0) 2920 468793

#### عمادي

If Your complaint is about the way this Policy was sold, You should refer to Your insurance intermediary who sold please contact:

Compliance Officer ROCK Insurance Group Suite A, 3rd Floor Griffin House 135 High Street Crawley West Sussex RH10 1DQ

#### Administration

If **Your** complaint is about the way the Policy is administered **You** should put **Your** question or concern to:

The Compliance Manager ROCK Insurance Group Griffin House 135 High Street Crawley West Sussex RH10 1DO

**You** will be contacted within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **We** will tell **You** when **You** can expect an answer.

If **You** have not been given an answer within eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action

Once **You** have received **Your** final response from **Us**, and if **You** are still not satisfied **You** can contact the Financial Ombudsman Service:

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

Telephone: 0800 023 4 567 or 0300 123 9123 E-mail: complaint.info@financial-ombudsman.org.uk

ROCK Insurance Group adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. You can access the Online Dispute Resolution Portal here:

https://webgate.ec.europa.eu/odr/main/?event=main.about.show

# **DATA PROTECTION ACT 1998**

#### Introduction

Please make sure you read and understand this Data Protection Notice as it explains to you what we will do with the information you give us if you apply for our products and /or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by this application form and whom is also to be covered under the policy in order to administer the Insurance policy and any claims which may arise. You should show this notice to any other person who is covered under your insurance

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policy. If your application includes other individuals then we will assume they have given their consent to you to give their information to us.

#### **Protection of your Personal Data**

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products will be treated in strictest confidence by us and will be held by us for the purpose of providing and administrating our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us (which may include other companies within our group of companies) or our agents.

It may be necessary to pass your personal and sensitive data to other companies for processing on your behalf. Some of these companies may be based outside the European Union in countries which may not have the legislation or laws to protect your personal data but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided. To ensure that your personal data is kept securely should it leave the European Union and be passed to a company outside of that we will ensure that we have entered into a model clause agreement with that company to ensure your personal and sensitive data is kept safe and secure.

#### **AUTO RENEW**

To make sure **You** have continuous cover under **Your** policy, Travel Republic will aim to automatically renew (auto-renew) **Your** policy when it runs out, unless **You** tell them not to. Each year Travel Republic will contact **You** 21 days before the renewal date of **Your** policy, and tell **You** about any changes to the premium or the policy terms and conditions. If **You** do not want to autorenew **Your** policy, just call them on the telephone number provided on **Your Certificate**. Otherwise they will collect the renewal premiums from **Your** credit card or debit card.

You should also note that Your renewed policy will only be valid when:

- a) You have told them about any changes to Your policy details (including any changes in health conditions);
- b) and Your credit card or debit card details have not changed.

In some cases Travel Republic may not be able to automatically renew **Your** policy. They will let **You** know at the time if this is the case. Travel Republic is entitled to assume that **Your** details have not changed and **You** have the permission of the card holder unless **You** tell them otherwise. Travel Republic does not have **Your** payment details. They will tell the relevant processing bank that have **Your** payment details to charge the relevant premium to **Your** debit card or credit card on or before the renewal date.

**You** can tell Travel Republic about any changes to **Your** policy details or opt out of automatic renewal at any time by phoning them on the telephone number provided on **Your Certificate**.

IN AN EMERGENCY, FIRST CHEC COVERED BY THIS POLICY. HAVI	T NUMBERS  CK THAT THE CIRCUMSTANCES ARE  NG DONE THIS TELEPHONE GLOBAL  NAME AND POLICY NUMBER.
Travel Helpline	0343 658 0240
Medical & Repatriation Expenses	02920 474221
Claims Helpline	02920 474222

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# **SECTION B - OPTIONAL GADGET COVER UPGRADE**

# **INSURANCE POLICY – TERMS AND CONDITIONS**

**You** can only purchase this upgrade if **you** are resident in the United Kingdom. If **you** have purchased Essential, Super or Super Plus cover and have purchased a Single Trip policy, Gadget cover is included if **you** have paid the appropriate additional premium for the **period of insurance** up to a maximum of 90 days.

If **you** have purchased Essential, Super or Super Plus cover and have Purchased an Annual Multi-trip policy, **you** are covered when taking part in a **holiday** for up to 31 days during the **period of insurance** when **you** have paid the appropriate additional premium. Please note that the Excess Waiver upgrade ONLY relates to the travel policy. This cannot be applied to the Gadget insurance upgrade.

This Gadget Insurance is arranged by Rock Insurance Services Limited with UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

The administrator is Rock Insurance Services Limited. They will help **you** with any questions **you** may have and help **you** with any changes **you** need to make to **your** insurance. Please also contact them if any details in **your** certificate of insurance are incorrect and they will arrange for a corrected insurance certificate to be issued to **you**. **You** can contact them at: Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ, 0800 091 2832, admin@gadgetbuddy.com.

## **CERTIFICATION OF COVER**

**Your** policy combined with **your** certificate of insurance certifies that insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

#### INTRODUCTION

You purchased this optional Gadget cover at the same time you purchased your Travel Insurance Policy. Optional Gadget cover provides cover for your electronic equipment against theft, accidental damage and breakdown when you are on a holiday that is covered by your Travel Insurance Policy.

When **you** purchased **your** Gadget Insurance **you** selected the level of cover suitable for **you**. **Your** level of cover will be confirmed in **your** insurance certificate. Please ensure **you** keep **your** insurance certificate together with this policy in a safe place.

# WHERE AND WHEN COVER APPLIES

#### **Period of this Policy**

The period of this Policy will be the same as the period of **your** Travel Insurance Policy and is shown in **your** insurance certificate.

# Operative time and geographical area

The protection under **your** Gadget Insurance starts and ends at the same time and applies in the same geographical areas as **your** Travel Insurance Policy and only when **you** are on a **holiday**.

# **DEFINITIONS**

The following words shall have the meanings given below wherever they appear in bold:

**Accessories**: Chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **your electronic equipment**.

**Accidental Damage**: The unintentional and unforeseen failure, breakage or destruction of **your electronic equipment**, with visible evidence of an external force being applied and which results in the **electronic equipment** being unusable.

**Breakdown**: The failure of any electrical or mechanical component in **your electronic equipment** due to a sudden and unforeseen fault, which causes **your electronic equipment** to stop working in the way the manufacturer intended and which requires repair or replacement before the **electronic equipment** can be used again.

Commencement Date: The date your cover begins with us, as detailed in your insurance certificate.

**Computer Virus:** Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Cosmetic Damage:** Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the **electronic equipment**.

**Electronic Data:** Means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Electronic Equipment:** The item or items purchased and owned by **you**, as new and in full working order, from a UK VAT registered company and for which **you** hold **proof of purchase**, and that is insured by **us** as detailed in **your** insurance certificate.

**End date**: The date that all cover under **your** policy will cease being the date on **your** insurance certificate. or the date **you** return **home**.

**Excess:** The amount **you** will be required to pay towards each claim **you** make under this policy.

**Holiday:** A journey which commences when **you** leave **your home** for an overseas destination and ends when **you** return **home**. This must not exceed the maximum duration for an individual trip as shown on **your** insurance certificate.

 $\pmb{\mathsf{Home:}}$   $\pmb{\mathsf{Your}}$  usual place of residence in the  $\pmb{\mathsf{UK}},$  Channel Islands or Isle of Man.

**Immediate Family: Your** husband, wife, civil partner, partner, children or parents, who permanently live in **your home**.

**Period of Insurance:** The period of time between the **commencement date** and the **end date** which is shown on **your** insurance certificate and that the policy will be in force for. Cover under this policy only applies when **you** are on **your holiday**.

**Proof of Purchase:** An original receipt and any other documentation required to prove **your electronic equipment** was purchased from a **UK** VAT registered company and that it is owned by **you** - including the date of purchase, make, model, serial and IMEI number of **your electronic equipment**, where applicable.

Replacement Item(s): An identical item of electronic equipment of the same age and condition. or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of electronic equipment. Replacement items will only be delivered to a UK address of your choice you will need to arrange onward shipment to your destination choice.

**Terrorism:** Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**Theft:** The unauthorised dishonest appropriation or attempted appropriation of the insured **electronic equipment**, by another person with the intention of permanently depriving **you** of it.

UK: England, Scotland, Wales and Northern Ireland.

**Unattended:** Not visible to **you** and not within **your** arms' length reach. **We** will not pay any claims for property left **unattended** in publicly accessible places. **you** must act as though **you** are not insured.

**Unauthorised Calls, Texts or Data Use:** Any calls, texts or data use made from **your electronic equipment** after the time that it was stolen, to the time that it was blacklisted by **your** airtime provider.

We, Us, Our, Insurer: UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You, Your: The insured person, who owns the specified **electronic equipment** as stated on **your** insurance certificate.

#### What is covered:

In return for **your** premium payment **we** will insure **your electronic equipment** for the **period of insurance** as stated on **your** insurance certificate, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **us**. Please read **your** policy carefully to ensure **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions.

# **BASIS OF COVER**

A. Accidental Damage

**We** will pay up to the amount shown in the Summary of Cover table for the costs of repairing **your electronic equipment** as a result of **accidental damage**. If **we** are unable to economically repair **your electronic equipment** then, at **our** discretion, a Replacement Item will be provided by **us**.

In addition to claims excluded under the "What is Not Covered" section, **we** will not pay for **accidental damage** caused by:

- 1. deliberate damage or neglect of the **electronic equipment**;
- 2. failure on your part to follow the manufacturer's instructions;
- 3. inspection, maintenance, routine servicing or cleaning.

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#### B. Theft

**We** will pay up to the amount shown in the Summary of Cover table to replace **your electronic equipment** with a Replacement Item if it is stolen. Where only part or parts of **your electronic equipment** have been stolen, **we** will only replace for that part or parts.

In addition to claims excluded under the "What is Not Covered" section,  ${\bf we}$  will not pay for  ${\bf theft}$ :

- where the **theft** has occurred from any motor vehicle where **you**or someone acting on **your** behalf is not in the vehicle, unless the **electronic equipment** has been concealed in a locked boot, locked glove
  compartment or other locked internal compartment and all the vehicle's
  windows and doors were closed and locked and all security systems had
  been activated;
- 2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
- where the electronic equipment has been removed from your control or the control of a member of your immediate family unless it was not left unattended;
- where the electronic equipment has been left unattended when it is away from your home;
- 5. where all precautions have not been taken.
- 6. If **you** do not report the **theft** of **your electronic equipment** to the Police within 48 hours of discovering it and do not obtain a written policy report.

#### C. Breakdown

If a **breakdown** of **your electronic equipment** occurs outside of the manufacturer's guarantee or warranty period **we** will pay up to the amount shown in the Summary of Cover table for the repair costs. If **we** are unable to economically repair **your electronic equipment** then, at **our** discretion, a Replacement Item will be provided by **us**.

We will not pay for any breakdown claims excluded under the "What is Not Covered" section.

## D. Liquid Damage

**We** will pay up to the amount shown in the Summary of Cover table to repair or provide a Replacement Item for **your electronic equipment** if it is damaged as a result of accidentally coming into contact with any liquid.

 $\mbox{\bf We}$  will not pay for any liquid damage claims excluded under the "What is Not Covered" section.

#### E. Unauthorised Calls, Texts or Data Use

Where **your** item of **electronic equipment** is a device where **you** are charged for Unauthorised Calls, Texts or Data Use and it is lost or stolen, **we** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **your** airtime provider. This is subject to **you** providing an itemised bill. The maximum **we** will pay for any one occurrence is £100.

In addition to claims excluded under the "What is Not Covered" section, **we** will not pay for:

 any Unauthorised Calls, Texts or Data Use where the **theft** has not been reported to **your** airtime provider within 12 hours of the **theft** occurring.

## REPLACEMENT CONDITION

Where **we** are able to provide a replacement, this is not on a 'new for old' basis. Cover is limited to one replacement per **period of insurance** per item, up to the amount specified in **your** insurance certificate. If **your electronic equipment** cannot be replaced with an identical item of **electronic equipment** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **electronic equipment** subject to the following depreciation scale:

- 10% over two years old and less than three years old
- 20% over three years old and less than four years old
- 30% over four years old and less than five years old
- 40% over five years old and less than six years oldt.

# What is not covered:

- 1. Repairs or any other costs for:
- a) cleaning, inspection, routine servicing or maintenance;
- b) Loss or damage arising from a manufacturer's defect or recall of the electronic equipment;
- replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- d) any repairs carried out without prior authorisation from us;
- e) wear and tear to the **electronic equipment** and/or gradual deterioration of performance;
- f) Cosmetic damage
- 2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
- Any claim made, or any event causing the need for a claim to be made, which occurred prior to the commencement date of the period of insurance.
- Any claim for a mobile phone or iPhone which has not been used for its core purpose since the inception of your policy, or since it was added to your policy, as verified by your airtime provider.

- 5. Any claim arising whilst you are not on holiday.
- Any repair or replacement if a SIM card registered to you was not in the insured mobile phone or electronic equipment at the time of the accidental damage, theft, breakdown, or liquid damage.
- Any expense incurred arising from not being able to use the electronic equipment, or any costs other than the repair or replacement costs of the electronic equipment.
- Accidental damage, theft, breakdown or liquid damage to accessories of any kind.
- Any breakdown arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, Accessories or associated equipment to correctly recognise and process any calendar date or time.
- 10. Reconnection costs or subscription fees of any kind.
- 11. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
- Items purchased from an on-line auction site unless from a UK VAT registered company.
- 13. Any costs for loss or damage to information or data or software contained in or stored on the **electronic equipment** whether arising as a result of a claim paid by this insurance or otherwise.
- 14. Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this policy.
- 15. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.
- Value Added Tax (VAT) where **you** are registered with HM Revenue & Customs for VAT.
- 17. Claims arising from **terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
- 18. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Claims for any electronic equipment used in connection with your profession or trade.
- 21. Any **electronic equipment** more specifically insured elsewhere.
- 22. Any claim if **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at <a href="www.fco.gov.uk">www.fco.gov.uk</a>.
- 23. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 24. However, in the event that a peril listed below results from any of the matters described in paragraph (23) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril. Listed Perils Fire, Explosion.

## **POLICY CONDITIONS AND LIMITATIONS**

- Cover is limited to one claim per insured peril (Sections A, B, C, D and E) during any single **period of insurance**. Cover is limited to one replacement per **period of insurance** per item, up to the amount specified in the Summary of Cover table.
- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.
- 3. This insurance only covers electronic equipment purchased in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the electronic equipment for the period and destination shown on your insurance certificate. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by us.
- 4. The electronic equipment must be less than 6 years old (except for laptops which must be less than 15 months old) at the commencement date of the insurance, with valid proof of purchase. All items must have been purchased as new from a VAT registered company and must be in full working order at the commencement date of this policy.
- 5. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to: take care to supply accurate and complete answers to all the questions we or Rock Insurance Services may ask as part of your application for cover under the policy; to make sure that all information supplied as part of your application for cover is true and correct and; to tell us of any changes to the answers you have given as soon as possible. Failure to provide answers in line with the requirement

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of the act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

- 6. You must provide us with any receipts, proof of purchase or documents to support your claim as requested. All proof of purchase must include the make and model of the electronic equipment and must be in your name. If we do not receive the documents we have requested from you or if any documents submitted by you are not acceptable to us, it may delay your claim or we may decline to pay your claim.
- You must take all precautions to prevent any damage to your electronic equipment.
- 8. If **electronic equipment** is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company. etc), **you** must notify such carrier immediately and obtain a copy of their report.
- We will process your claim under the terms and conditions of this
  insurance based on the first reason notified to us for the claim. Please
  note that it may be necessary for us to contact your Airtime Provider in
  order to validate your claim.
- This cover is limited to one replacement per insured item per period of insurance.
- Cover for your electronic equipment applies to you as the person who
  purchased the policy and your immediate family.
- 12. The benefits of this policy cannot be transferred to someone else or to any other **electronic equipment** without **our** written permission.

## **HOW TO CLAIM**

#### You must:

 Notify Trent - Services (Administration) Ltd as soon as possible after any incident likely to result in a claim under this insurance

Trent - Services (Administration) Ltd, Trent House,

Love Lane, Cirencester, Gloucestershire GL7 1XD

Telephone: 01285 626020

Email: claims@trent-services.co.uk

Fax: 01285 626031

- Report the **theft** of **your** mobile phone within 12 hours of discovery of the occurrence of the **theft**, to **your** airtime provider and instruct them to blacklist **your** handset;
- Report the theft of your electronic equipment to the police within 24 hours of discovery and obtain a crime reference number in relation to the theft of the item.
- 4. If we replace your electronic equipment the ownership of the damaged or lost item is transferred to us once you have received the Replacement Item we have supplied. If the electronic equipment you have claimed for is returned or found you must notify us and send it to us if we ask you to do so.

Before **your** claim can be approved, **you** must pay the **excess**. The **excess** for a laptop, iPhone, smart phone or tablet is £50; for all other items, please refer to the **excess** in the Summary of Cover table.

If the above terms are not adhered to, then **your** claim may not be paid or paid in full.

UK General Insurance Ltd is an agent of Great Lakes.

#### **CANCELLATION**

This insurance is designed to cover most circumstances but **you** should be aware that not all eventualities are insured. Please read this document carefully. If **you** find the insurance does not meet **your** requirements, please return this policy and proof of premium to the selling agent within 14 days of receipt but before the **holiday** departure date. Provided no claim has been made, **your** premium will be refunded in full.

Thereafter **you** may cancel the insurance cover at any time by informing Rock Insurance Services Limited however no refund of premium will be payable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- 1. Fraud
- 2. Non-payment of premium
- 3. Threatening and abusive behaviour
- 4. Non-compliance with policy terms and conditions
- 5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If  $\mathbf{we}$  cancel the policy and/or any additional covers  $\mathbf{you}$  will receive a refund of any premiums  $\mathbf{you}$  have paid for the cancelled cover, less a proportionate deduction for the time  $\mathbf{we}$  have provided cover, unless the reason for

cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

# **MAKING YOURSELF HEARD**

**We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so **we** can try to put things right. If **you** have cause for complaint it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

#### Complaints regarding the sale of the policy:

Please contact Rock Insurance Services Limited:

Griffin House, 135 High Street, Crawley West Sussex RH10 1DQ

Telephone: 0800 091 2832 Email: <u>Admin@gadgetbuddy.com</u>

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, Rock Insurance Service will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds

LS10 1RJ Telephone: 0345 218 2685

Email: <u>customerrelations@ukgeneral.co.uk</u>.

## Complaints regarding claims:

Trent - Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD

Telephone: 01285 626020 Email: <u>claims@trent-services.co.uk</u>

Fax: 01285 626031

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06534A.

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, Trent - Services (Administration) Ltd will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds

Telephone: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than  $\[ \in \] 2$  million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,

Exchange Tower, London E14 9SR

LS10 1RJ

Telephone: 0300 123 9 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## **COMPENSATION SCHEME**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>

# **IMPORTANT NOTICE TO CUSTOMERS**

If **you** or anyone acting on **your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), device or statement, then this policy shall be void and **you** will forfeit all rights under the policy. In these circumstances, **we** reserve the right to retain the premium **you** have paid and to recover any sums **we** have paid by way of benefit under the policy. **We** may also pass **your** details to the police. The terms and conditions of this insurance policy do not affect **your** statutory rights relating to faulty

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or mis-described goods. For further information about **your** statutory rights, please contact **your** local authority Trading Standards Department or the Citizens Advice Bureau.

#### **DATA PROTECTION**

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

# SECTION C - OPTIONAL VEHICLE HIRE EXCESS COVER UPGRADE

#### **VEHICLES COVERED BY THIS POLICY**

Any vehicle with a value up to £50,000 (excluding tax) at the time of the policy being incepted and less than 20 years old at first registration.

1. Cars with up to 9 seats.

The type of vehicle covered by this policy will be shown on the certificate of insurance.

## **DAILY OR ANNUAL POLICIES**

This insurance can be purchased as either a daily policy insuring a single hire agreement or as an annual policy insuring unlimited hire agreements up to 31 days in length. Policies are available as follows:

Vehicle	Daily	Annual
Cars	Up to 180 days	Yes

#### **MEANING OF WORDS**

**Additional Travel Expenses** means any additional travel costs **you** incur in connection with a loss under the relevant section of this policy.

**Auto Glass** means any glass that forms part of the **hired vehicle** and includes windscreens, windows, internal and external lights and sunroof.

**Business Use Class 3** means the insured person and any named driver(s) using the motor vehicle for business, to solicit orders or to deliver prepurchased goods. This also includes anyone who uses the motor vehicle to travel from customer to customer on commercial business.

**Car** means a motor vehicle which is constructed for the carriage of passengers and their effects and is adapted to carry no more than nine passengers.

**Commercial Use** means the insured person and any named driver(s) using the motor vehicle as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

**Consequential Loss** means an indirect loss that occurs following a loss under this policy.

**Country of Residence** means the country where **you** are ordinarily permanently resident, spend more than 91 days per year, pay tax or are registered with a Medical Practitioner.

**Europe** means all countries west of the Ural Mountains, British Isles, Ireland, and islands in the Mediterranean, Morocco, Tunisia, Turkey, Canary Islands, Madeira, Iceland, Israel and the Azores.

**Excess Reimbursement** means the amount that **you** are liable for under the terms of the **hire agreement** being the excess on the Collision Damage Waiver and Theft insurance policies provided by the **hire company**.

**Hire Agreement** means the contract signed by **you** for the hire of the vehicle. **Hire Company** means a company licensed in the territory in which it is

situated to provide vehicles for hire.

**Hired Vehicle** means any vehicle rented under a **hire contract** on a daily or weekly basis from such a **hire company** or agency, which must be licensed with the regulatory authority of that country, state or local authority.

**Lead Driver** means the person whose name is listed on the **hire agreement** as contractually responsible for the **hired vehicle**.

Loss of Use means the period during which vehicle hired by you is not available for hire due to damage caused during the hire agreement. Loss of use charges are calculated at the same rate at which you paid when you hired the vehicle.

**Personal Possessions** means clothing luggage and another articles that belong to **you** (or for which **you** are legally responsible for) which are worn, used or carried by **you** but excluding **personal money**, documents of any kind and **valuables**.

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

**Public Highway** is deemed as any road made or unmade that is intended for use by the general public.

Safari An expedition to observe or hunt animals in their natural habitat.

Towing means recovery of the vehicle following an accident, theft, malicious

damage, fire or mechanical breakdown to the nearest premises owned by the **hire company** or the original pick up location whichever is closest.

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

**Under body** means the underside of the vehicle excluding bumpers, trim, tyres and wheel rims.

**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)

**You**, **your** means the person(s) named on the vehicle **hire agreement** and on the certificate of insurance as named drivers which attaches to this policy. The person signing the **hire agreement** must be the policyholder.

We, us, our means EUROP ASSISTANCE S.A.

Worldwide means any country.

## **COMPLAINTS PROCEDURE**

**We** always aim to provide a first class service. However, if **you** have any cause for complaint, please address these in the first instance to:

The Compliance Manager,

ROCK Insurance Group, Griffin House,

135 High Street,

Carrillan

Crawley,

West Sussex, RH10 1DQ

Email: admin@rockinsurance.com

For complaints about how a claim has been handled you should contact:

Reactive Claims Ltd,

Attwood House,

Mansfield Business Park,

Four Marks,

Hampshire GU34 5PZ

Email: managers@reactiveclaims.com

If you are still not satisfied you can contact the Financial Ombudsman Service:

Financial Ombudsman Service

Exchange Tower,

Harbour Exchange Square,

London, E14 9SR

Phone: 0800 023 4567

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

ROCK Insurance Group adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. **You** can access the Online Dispute Resolution Portal here: https://webgate.ec.europa.eu/odr/main/?event=main.about.show

# EXCESS REIMBURSEMENT, LOSS DAMAGE WAIVER AND TOWING

#### What you are covered for

This section covers **you** up the amount shown in the summary of cover table for any physical loss or damage to the **hired vehicle** which **you** are responsible for under the terms of the **hire agreement** following a fire, lightning strike, explosion, accident, accidental damage, theft or attempted theft, malicious damage, storm and flood. This section includes loss or damage to **auto glass**, roof, tyres, wheel rims and the **under body** and **towing** and **loss of use**.

# **ADMINISTRATION CHARGES**

**We** will pay up to the amount shown in the summary of cover in respect of unrecoverable administration charges levied by the **hire company** following loss or damage to the **hired vehicle**.

## What you are not covered for

- 1. The excess shown in the summary of cover
- 2. Loss or damage to the interior however caused
- 3. Loss or damage to the contents of the hired vehicle
- 4. Anything mentioned in the general exclusions

#### **KEY COVER**

# What you are covered for

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

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incurred for replacing damaged, lost or stolen **hired vehicle** keys, including replacement locks and locksmith charges unless only the parts needed to be changed.

#### What you are not covered for

- 1. More than 4 claims per policy year for annual policies
- 2. Anything mentioned in the general exclusions

## **LOCKED OUT COVER**

# What you are covered for

**We** will pay **you** up to the amount shown in the summary of cover for costs incurred to open the **hired vehicle** if **you** unintentionally lock yourself out of the **hired vehicle**. The **hire company** must approve the locksmith prior to a locksmith being called out.

#### What you are not covered for

- Damaged caused by you or the locksmith in opening or attempting to open the hired vehicle.
- 2. Anything mentioned in the general exclusions.

#### MISFUELLING

#### What you are covered for

In the event that **you** put the wrong type of fuel into the **hired vehicle we** will pay **you** up to amount show in the summary of cover for costs **you** incur in respect of:

- 1. Flushing the engine of the incorrect fuel;
- 2. Additional travel expenses;
- 3. Vehicle recovery.

#### What you are not covered for

- Repairs to the engine or associated parts;
- 2. Costs associated with any missed departure;
- 3. Consequential losses;
- 4. Anything mentioned in the general exclusions.

## **DROP-OFF CHARGES**

## What you are covered for

We will pay you up to the amount shown in the summary of cover for charges made by the hire company to recover the hired vehicle if there is no-one authorised to return the hired vehicle to the agreed drop-off point following your accident or illness for which hospitalisation takes place. You must present a medical certificate or letter from a Medical Practitioner confirming the hospitalisation.

## What you are not covered for

- One-way Hire Agreements;
- 2. Anything mentioned in the general exclusions.

# ADDITIONAL CONDITIONS -SECTION C OPTIONAL VEHICLE EXCESS COVER

- 1. You agree to abide by the terms and conditions of this policy at all times.
- You must advise our appointed claim handlers within 1 calendar month of the end of the hire agreement of any incident that may give rise to a claim under this policy.
- All certificates, information and evidence required by our appointed claim handlers shall be provided at your expense.
- 4. Except with our written consent, you are not entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in your name.
- 5. We may at our own expense take proceedings in your name to recover compensation from any third party in respect of any reimbursement made under this Insurance and any amounts recovered shall belong to us. You agree to provide reasonable assistance to us to recover such amounts.
- This insurance is provided for one **hired vehicle** at any one time, which
  may only be driven and operated by **you** unless **you** have purchased the
  Dual Lead Driver optional extra.
- Cover commences from the time you take legal control of the hired vehicle and ends at the time the hire company assumes control of the hired vehicle whether at its business location or elsewhere.
- This policy and any optional extras must have been purchased prior to the commencement of the **hire agreement** for which **you** wish this policy to be operative.
- You may amend your policy prior to the start of a hire agreement; any additional premium that may be charged is calculated as if the change was included at the inception of the policy.
- Where there is dual insurance, please let us know, so that we pay our proportion of your claim.
- When purchasing a daily policy, the policy must coincide with the period shown on the hire agreement. No policy can be issued retroactively.
- 12. This insurance policy in its entirety is invalid if the dates on the hire agreement and the dates on the Certificate of Insurance do not match.
- 13. The **lead driver** indicated on the **hire agreement** must coincide with the policy holder and **lead driver's** name on the Certificate of Insurance.

14. We reserve the right to apply additional terms on renewal.

## **EXCLUSIONS - SECTION C OPTIONAL VEHICLE EXCESS COVER**

- Any loss or damage to a third party including bodily injury and property.
- 2. Any loss that occurs where the full premium has not been paid.
- Any loss arising from driving as your occupation or profession or rentals for commercial use or business use class 3.
- Alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of any drug addiction).
- 5. Loss or damage directly or indirectly caused through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Any fraudulent, dishonest or criminal act committed by any person(s) in connection with this policy.
- Loss arising from operation of the hired vehicle in violation of the terms of the hire agreement.
- 8. Any amount recovered from the **hire company** or its insurers.
- 9. Any vehicles which are not hired from a hire company.
- 10. Wear, tear, mechanical or electrical breakdown, other than for towing.
- 11. Losses arising out of illegal activities.
- 12. Driving by any persons not authorised by the hire company.
- 13. Claims made by any person not named on the Certificate of Insurance.
- 14. The rental of: trailers or caravans; trucks; commercial vehicles (other than vans up to 7.5T); motorcycles; mopeds; motorbikes; off-road vehicles; or any vehicle changed from its standard factory specifications.
- 15. Expenses reimbursed by the insured person's employers' insurer.
- 16. Losses occurring from driving whilst not on a public highway.
- 17. Losses occurring from driving on safaris or adventure trails.
- Van and mini-bus hires which do not commence and terminate in the UK.
- Additional travel expenses unless otherwise stated in the policy wording.
- 20. Consequential losses unless otherwise stated in the policy wording.
- Damage to the **hired vehicle** interior unless the damage is as a result of an accidental collision fire, theft or vandalism.
- Any claim arising whilst driving in violation of the road laws of the country of hire.
- 23. Any claim arising for the rental of any vehicle which has a retail value when new in excess of £50,000 and has a 0-62mph (0-100kph) time of less than 6 seconds.
- 24. Call out charges not related to the main claim.
- 25. Payment card transaction fees.
- 26. Courtesy cars from a repair garage or dealership.
- 27. **You** are not covered for any claim in respect of the excess if a third party is responsible for the damage to the rental vehicle and, as a result, the car rental company will be or have reimbursed the excess amount to **you**.

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<u> </u>	UMMARY OF CO	VER &	BENEFITS			
Cover & Excess per section, per person unless otherwise stated	Essential	Excess	Super	Excess	Super Plus	Excess
Medical Expenses & Repatriation	£3,000,000	£130	£5,000,000	£110	£10,000,000	£100
Dental Expenses	£250	£130	£250	£110	£500	£100
Hospital Benefit	£25 per day up to £500	Nil	£25 per day up to £500	Nil	£25 per day up to £500	Nil
Cancellation and Curtailment	£1000	£130	£2000	£110	£5000	£100
Travel Delay	£10 per 12 hours up to £100	Nil	£20 per 12 hours up to £200	Nil	£20 per 12 hours up to £200	Nil
Missed Departure	£500	£130	£750	£110	£1000	£100
Personal Effects and Baggage	£750	£130	£1,000	£110	£2,000	£100
Single Item Limit	£100	NA	£150	NA	£300	NA
Valuables Limit	£100	NA	£150	NA	£300	NA
Money & Cash	£100	£130	£100	£110	£200	£100
Cash Limit if under 18	£50	NA	£50	NA	£100	NA
Loss of Travel Documents	£150	NA	£150	NA	£250	NA
Personal Liability	£1,000,000	£130	£2,000,000	£110	£2,000,000	£100
Personal Accident						
Permanent Total Disablement	£10,000	Nil	£10,000	Nil	£25,000	Nil
Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes	£10,000	Nil	£10,000	Nil	£25,000	Nil
Death	£10,000	Nil	£10,000	Nil	£25,000	Nil
If the Insured Person is aged under 16 or over 75 (funeral expenses only)	£1,500	Nil	£1,500	Nil	£1,500	Nil
Legal Expenses	£15,000	£130	£25,000	£110	£25,000	£100
Winter Sports						
Loss or Damage to Ski Equipment - owned	£500	£130	£500	£110	£1000	£100
Single Item Limit	£250	NA	£250	NA	£500	NA
Loss or Damage to Ski Equipment - hired	£250	£130	£250	£110	£300	£100
Ski Hire	£20 per day up to £200	Nil	£20 per day up to £200	Nil	£50 per day up to £500	Nil
Ski Pack	£75 per day up to £300	Nil	£75 per day up to £300	Nil	£75 per day up to £450	Nil
Piste Closure	£20 per day up to £200	Nil	£20 per day up to £200	Nil	£40 per day up to £400	Nil
Delay due to Avalanche	£25 per day up to £250	Nil	£25 per day up to £250	Nil	£25 per day up to £250	Nil
Golf Cover						
Golf Equipment	£1500	£130	£1500	£110	£1500	£100
Single Item Limit	£250	NA	£250	NA	£250	NA
Golf Equipment Hire	£20 per day up to £200	Nil	£20 per day up to £200	Nil	£20 per day up to £200	Nil
Non-refundable Golfing Fees	£75 per day up to £300	Nil	£75 per day up to £300	Nil	£75 per day up to £300	Nil
Business Cover						
Business Equipment	£1000	£130	£1000	£110	£1000	£100
Single Item Limit	£500	NA	£500	NA	£500	NA
Business Equipment Hire	£50 per day up to £500	Nil	£50 per day up to £500	Nil	£50 per day up to £500	Nil
Business Money	£1,000	£130	£1,000	£110	£1,000	£100
Cash Limit	£500	NA	£500	NA	£500	NA

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Level of Cover	Number of Gadgets Covered	Total Replacement/Repair Value for all Gadgets	Excess
1. Level 1	3 gadgets Single Article Limit Single Article Limit for Laptop	£1,000 £1,000 £1,000	Up to £50
2. Level 2	5 gadgets Single Article Limit Single Article Limit for Laptop	£2,000 £1,000 £2,000	Up to £50
3. Level 3	7 gadgets Single Article Limit Single Article Limit for Laptop	£3,000 £1,000 £2,000	Up to £50

# SECTION C - OPTIONAL VECHICLE HIRE EXCESS COVER SUMMARY OF BENEFITS

Vehicle	Excess Reimbursement	Tyres, Windscreen, Underbody	Towing	Loss of Use	Excess Payable
Cars	£6,000	£6,000	£500	£500	Nil
Key cover		Nil			
Locked out cover	£100				Nil
Misfuelling		Nil			
Admin charges	£200				Nil
Drop-off charges	£300				Nil

Section C limits stated are on a per claim basis and are not cumulative across the period of insurance, unless otherwise stated.

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