

# JS TRAVEL INSURANCE

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# **SCHEDULE OF COVER**

Section	Cover	Silver	Excess	Gold	Excess	Platinum	Excess	
1	Emergency Medical and	£5,000,000	£500	£5,000,000	£100	£5,000,000	Nil	
	Repatriation Expenses including:							
	Diagnostic Tests	£5,000	£500	£10,000	£100	£20,000	Nil	
	Additional Accommodation and	£400	Nil	£400	Nil	£1,000	Nil	
	Travelling Costs if you have to							
	extend your trip or you need							
	someone to stay with you							
	<b>Emergency Dental Treatment</b>	£250	Nil	£250	Nil	£250	Nil	
	Funeral Expenses/Body	£5,000	Nil	£5,000	Nil	£5,000	Nil	
	Repatriation							
	Search and Rescue Costs	£25,000	£500	£50,000	£500	£50,000	Nil	
2	Hospital Benefit	Nil	Nil	£50 per 24hrs up	Nil	£75 per 24hrs up	Nil	
				to £2,000	to £3,000			
3	Personal Accident including:							
	Permanent Total Disablement	£5,000	Nil	£20,000	Nil	£50,000	Nil	
	Loss of limb or sight in both eyes	£5,000	Nil	£20,000	Nil	£50,000	Nil	
	Accidental death (age 18-65)	£5,000	Nil	£10,000	Nil	£20,000	Nil	
	Accidental death (under 18)	£2,500	Nil	£5,000	Nil	£10,000	Nil	
4	Cancellation or Curtailment	Nil	Nil	£3,000	£100	£7,500	Nil	
5	Personal Baggage, Money and	£500	£100	£2,500	£100	£3,500	Nil	
	Passport including:							
	Single Article/Pair/Set Limit	£300	£100	£300	£100	£750	Nil	
	Valuables Limit (age 18-65)	£250	£100	£250	£100	£500	Nil	
	Baggage delay on outward	Nil	Nil	£50 per 24hrs up	Nil	£100 per 24hrs	Nil	
	journey			to £250		up to £500		
	Personal Money and Travel	Nil	Nil	£400	£100	£750	Nil	
	Documents including:							
	Cash Limit (nil if under 21)	Nil	Nil	£300	£100	£500	Nil	
	Loss of passport limit (nil if							
	under 21)	Nil	Nil	£300	£100	£500	Nil	
6	Travel Delay	Nil	Nil	£50 per 12hrs up	Nil	£50 per 12hrs up	Nil	
				to £300		to £1,000		
	Transport Cancellation	Nil	Nil	£500	Nil	£1,000	Nil	
	Trip Abandonment	Nil	Nil	£3,000	£100	£7,500	Nil	
7	Missed departure/connection	Nil	Nil	£500	Nil	£500	Nil	
8	Legal Expenses	Nil	Nil	£25,000	£100	£50,000	Nil	
9	Personal Liability (per policy)	Nil	Nil	£2,000,000	Nil	£2,000,000	Nil	
	Temporary accommodation limit	Nil	Nil	£250,000	Nil	£250,000	Nil	
10	Activity Cover – valid only in respe	ct of a Sport or Ac	tivity show	n as covered on you	r validatio	n certificate		
10a	Activity equipment owned	£1,500	Nil	£1,500	Nil	£1,500	Nil	
	Single article/pair/set limit	£750		£750		£750		
<b>10</b> a	Activity equipment hired	£750	Nil	£750	Nil	£750	Nil	
	Single article/pair/set limit	£500		£500		£500		
10b	Activity equipment hire	£50 per 24hrs	Nil	£50 per 24hrs up	Nil	£50 per 24hrs up	Nil	
		up to £500		to £500		to £500		
<b>10</b> c	Unused activity pack	£50 per 24hrs	Nil	£50 per 24hrs up	Nil	£50 per 24hrs up	Nil	
		up to £750		to £750		to £750		
10d	Piste/Mountain closure	£75 per 24hrs	Nil	£75 per 24hrs up	Nil	£75 per 24hrs up	Nil	
		up to £1,000		to £1,000		to £1,000		
10d	Avalanche/landslide cover	£75 per 24hrs	Nil	£75 per 24hrs up	Nil	£75 per 24hrs up	Nil	
		up to £1,000		to £1,000		to £1,000		

#### **GENERAL INFORMATION**

# **INTRODUCTION**

Welcome to Jade Stanley travel insurance. This is Your policy booklet which contains details of what is covered, the conditions of cover and the basis on which all claims will be settled. This policy booklet is only valid when issued in conjunction with a Jade Stanley travel insurance validation certificate and where the required insurance premium has been paid. The schedule of benefits shows the sums insured and the Excess applicable to any claims made under the three cover levels. Your validation certificate will show Your level of cover and any options You have bought.

# YOUR TRAVEL INSURANCE

This policy booklet, along with Your validation certificate and any appropriate endorsements, forms the basis of Your contract of insurance with Us. When You have bought this product and, as the Insurer of the policy, We will provide insurance in accordance with the applicable sections of the policy for events occurring within the Period of Insurance, as described in this policy booklet, validation certificate and any endorsements.

#### REGULATORY INFORMATION

- This insurance is arranged by Capacity Insights, a trading name of Healix Insurance Services Limited, for Jade Stanley Ltd.
- This insurance is underwritten by Capacity Insights, a trading name of Healix Insurance Services Limited, on behalf of the Insurer, Hamilton Insurance DAC.
- Healix Insurance Services Ltd is registered in England and Wales under No. 5484190 and authorised and regulated by the Financial Conduct Authority under No. 437248
- Hamilton Insurance DAC is registered in Ireland under No. 484148 and authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in connection with their UK branch.
- Jade Stanley Ltd is registered in England and Wales under No.03570857 and authorised and regulated by the Financial Conduct Authority under No.306205.

All of these details can be checked on the Financial Services Register by visiting www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768

# THE LAW APPLICABLE TO THIS POLICY

The relevant law of England and Wales shall apply. Any disputes shall be referred to the exclusive jurisdiction of the relevant English Courts.

# **DATA PROTECTION**

Hamilton Insurance DAC, the Data Controller, is committed to Protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Insurer processes Your personal data. For more information, please visit <a href="https://www.hamiltongroup.com">www.hamiltongroup.com</a>.

# How the Insurer uses Your personal data and who they share it with

The Insurer may use the personal data they hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal terms, research or statistical purposes and to provide You with information, products or services that You request from them or which they feel may interest You. The Insurer will also use Your data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

# **Sensitive Personal Data**

Some of the personal information, such as information relating to health or criminal convictions, may be required by the Insurer for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for them to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in this notice.

#### **Disclosure of Your Personal Data**

The Insurer may disclose Your personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf. These include the Insurer's group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### International transfers of Data

The Insurer may transfer Your personal data to destinations outside the European Economic Area ("EEA"). Where they transfer Your personal data outside of the EEA, they will ensure that it is treated securely and in accordance with the Legislation.

# **Privacy Notice - Your Rights**

You have the right to ask the Insurer not to process Your data for marketing purposes; to see a copy of the personal information they hold about You; to have Your data deleted (subject to certain exemptions); to have any inaccurate or misleading data corrected or deleted; to ask the Insurer to provide a copy of Your data to any controller; and to lodge a complaint with the local data protection authority.

#### Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with the Insurer's data retention policy. In most cases, the retention period will be for a period of ten (10) years following the expiry of the insurance contract unless they are required to retain the data for a longer period due to business, legal or regulatory requirements. If You have any questions concerning the Insurer's use of Your personal data, please contact The Data Protection Officer, Hamilton Insurance DAC - please visit www.hamiltongroup.com for full address details.

#### **Capacity Insights**

Capacity Insights are a joint Data Controller and are equally committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). For more information, please visit www.capacityinsights.co.uk/privacy-policy/ If You have any concerns, a complaint or any request regarding Capacity Insights' use of Your personal data, please contact: The Data Protection Officer, Capacity Insights, Healix House, Esher Green, Esher, Surrey, KT10 8AB Or email: privacy@capacityinsights.co.uk

# **Financial Services Compensation Scheme**

If We, the Insurer or Jade Stanley Ltd are unable to meet our liabilities, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 020 7741 4100

# **SPORTS AND ACTIVITIES**

This policy has been specifically designed to offer cover for Sports and Activities as per the Sports and Activities Table accompanying this policy. Please see the Sports and Activities Table for full details of cover, conditions and exclusions. Cover is only provided where the premium has been paid and the Sport or Activity is shown as covered on Your validation certificate.

Where cover has been purchased for a Sport or Activity and this is shown on Your validation certificate, cover for this Sport or Activity is provided on the basis of being the sole purpose of the Trip. However, the insurance policy is valid for the full duration of Your Trip as per the travel dates shown on Your validation certificate and not just for the time that You are participating in the Sport or Activity.

Cover is also extended to include all other Sports and Activities shown under the same Sport and Activity level as Your chosen Sport or Activity as well as all Sports and Activities identified in lower Sport and Activity levels. EG if Your chosen Sport or Activity is in Level 3, then cover would be provided for Your chosen Sport or Activity and all other Sports and Activities in Level 3, Level 2 and Level 1.

#### THE 24 HOUR MEDICAL CLAIMS SERVICE

# WHAT TO DO IN AN EMERGENCY

IF THERE IS AN URGENT MEDICAL EMERGENCY WHEN YOU ARE AWAY YOU SHOULD CALL 112 IN EUROPE, 911 IN THE USA AND CANADA AND THE LOCAL EQUIVALENT TO 999 IN ALL OTHER COUNTRIES.

YOU MUST THEN CALL US ON +44 (0) 1444 465 579 AS SOON AS POSSIBLE THEREAFTER SO THAT WE CAN CONFIRM IF COVER IS IN PLACE FOR YOUR CONDITION AND THE MEDICAL FACILITY WHERE YOU ARE UNDERGOING TREATMENT.

#### WHAT YOU MUST DO IF YOU NEED...

#### **TO SEE A DOCTOR**

If You need to see a non-hospital doctor, ensure that You choose a public/state medical facility. Your tour provider or hotel may be able to help You find a local facility. They may suggest You seek private treatment but this is not covered by the policy and may result in unnecessary treatment or inflated prices. If medical treatment costs are likely to exceed £500, please contact the 24 Hour Medical Claims Service. Otherwise, please pay and submit a claim for consideration of cover on Your return Home.

# **HOSPITAL TREATMENT**

If You need to go to hospital or You are likely to incur medical treatment costs over £500, You MUST contact the 24 Hour Medical Claims Service in advance or cover for Your claim for medical expenses may be reduced or declined.

Please note we can only consider cover for private hospital treatment if no appropriate state hospital is available and the private treatment has been pre-authorised by the 24 Hour Medical Claims Service. You must ensure that the local emergency services understand that You should be taken to a public/state hospital in the event of a medical emergency.

The 24 Hour Medical Claims Service provides multi-lingual assistance 365 days a year and can be contacted 24 hours a day on:

# +44 (0) 1444 465 579

They will communicate with doctors and hospital staff to ensure that You receive appropriate medical treatment and will organise any medically necessary repatriation to get You back to Your Home Area safely. They will also advise You of exactly what is or isn't covered under the insurance.

Provided Your condition is covered under the policy and You have contacted the 24 Hour Medical Claims Service prior to seeking treatment where possible, they should be able to provide a guarantee of payment for costs incurred for the emergency medical and repatriation expenses.

IT IS A CONDITION OF THIS INSURANCE THAT THE 24 HOUR MEDICAL CLAIMS SERVICE SHALL BE SOLELY RESPONSIBLE FOR ALL DECISIONS ON THE MOST SUITABLE AND REASONABLE SOLUTION TO ANY MEDICAL PROBLEM, EVEN IF THAT DIFFERS FROM THE TREATING DOCTOR.

# **LIMITATIONS AND RESTRICTIONS**

Failure to Notify the 24 Hour Medical Claims Service prior to seeking hospital treatment

Until You contact the 24 Hour Medical Claims Service, We will not pay for any costs incurred prior to You contacting them unless We deem the costs to be reasonable and customary for the medical symptoms You presented and the treatment has taken place in a state hospital, unless there was no appropriate state hospital available.

It is Your responsibility to ensure that you contact the 24 Hour Medical Claims Service as soon as possible to avoid Your claim being rejected or settlement reduced. If it is not reasonably possible for You to contact the 24 Hour Medical Claims Service prior to seeking hospital treatment due to an emergency, You must have someone else call on Your behalf or You must call them as soon as medically possible.

### Pre-approval of treatment including diagnostic tests, surgery and invasive procedures

The 24 Hour Medical Claims Service must approve in advance any hospital treatment, tests, surgery or procedures prior to You undergoing them. It is Your responsibility to ask Your attending doctor to contact the 24 Hour Medical Claims Service for approval, except in extreme circumstances where such action would delay treatment in a life-threatening medical crisis.

# <u>Transfer or Medical Repatriation</u>

We reserve the right to transfer You to another hospital and/or return You back your Home Area for treatment regardless of Your travel plans. The 24 Hour Medical Claims Service will make every provision for Your Medical Condition and the suitability of care when choosing to transfer You. If You choose to decline the 24 Hour Medical Claims Service's transfer, We will be released from any liability for expenses incurred after the proposed date of transfer or return.

# **HINTS AND TIPS**

- Save the 24 Hour Medical Claims Service telephone number in Your mobile phone before You travel so it is easy to access in the event of a medical emergency.
- Always contact the 24 Hour Medical Claims Service as soon as medically possible prior to seeking treatment. This is a requirement of Your cover but is there to help You in a medical emergency.
- Make sure You ask Your attending hospital doctor to contact the 24 Hour Medical Claims Service to obtain pre-approval of treatment or tests so that they can ensure that they are appropriate and that You are not subjected to any unnecessary procedures.
- Often, the 24 Hour Medical Claims Service will have to contact Your GP in Your Home Area for details of Your past medical history in order to confirm coverage. Please note that some surgeries can take a number of days to respond. Keep Your validation certificate with You at all times. In the event of an emergency, being able to provide these details quickly to the 24 Hour Medical Claims Service will enable them to check Your policy details promptly and obtain an initial assessment on coverage.

#### IMPORTANT INFORMATION

CONTACT THE 24 HOUR MEDICAL CLAIMS SERVICE 24 HOURS A DAY ON:

Tel No: 44 (0) 1444 465 579

# **RECIPROCAL HEALTH AGREEMENTS**

#### In Europe

If You are travelling to European Union countries, You should obtain a Global Health Insurance Card (GHIC). You can apply either online through www.nhs.uk/GHIC or, by telephoning 0300 330 1350.

This will entitle You to benefit from the reciprocal health agreements which exist between certain European countries. You should take the GHIC with You and make sure that wherever possible any medical treatment is provided at hospitals or by doctors working within the terms of the Reciprocal Healthcare Agreement unless the emergency assistance service agrees otherwise.

If You are admitted to a private clinic You will be transferred to a public hospital as soon as the transfer can be arranged safely. Private medical treatment not specifically authorised by the emergency assistance service will not be insured by this policy.

# In Australia and non EEA countries and territories

There are reciprocal medical treatment arrangements for United Kingdom and Channel Island nationals travelling in Australia. If You need medical treatment in Australia, You must enrol with a local MEDICARE office. You do not need to enrol when You arrive, but You should enrol after the first occasion You receive treatment. In-patient and out-patient treatment at a public hospital will then be available free of charge or at a minimal cost. Details of how to enrol and the free treatment available can be found by vising the MEDICARE website at <a href="https://www.medicareaustralia.gov.au">www.medicareaustralia.gov.au</a>

There are also reciprocal medical treatment arrangements for United Kingdom nationals travelling in other non EEA countries and territories. Details of these can be found at <a href="https://www.nhs.uk/NHSEngland/">www.nhs.uk/NHSEngland/</a>

#### WHAT TO DO IF YOU NEED...

#### TO COME HOME EARLY

If You need to come Home early due to Your injury or illness, You must contact the 24 Hour Medical Claims Service on +44 (0) 1444 465 579 in advance who will assess whether appropriate treatment is available locally and, if not, authorise the expenses for You to return Home.

If You need to come Home early due to any other reason, You should make and pay for Your own arrangements and submit a claim for consideration of cover on Your return Home. This is on the proviso that Your fare class of travel does not exceed Your original booking fare class and that no more than two people are curtailing. If this is not the case, You must contact the 24 Hour Medical Claims Service on +44 (0) 1444 465 579 in advance for their authorisation.

# IMPORTANT CONDITIONS RELATING TO HEALTH

This insurance is designed to cover You for unforeseen accidents and illnesses occurring during the period of insurance. This policy does not cover Pre-Existing Medical Conditions other than those detailed in the Accepted Conditions List below and subject to the rules applied to those

At the time of taking out this policy:

1) You will not be covered for any claim arising directly or indirectly from any Medical Condition You have, or have had, for which You are taking or have taken prescribed medication; or for which You are waiting to receive, or have received diagnosis or treatment (including surgery, tests or investigations), at any time prior to purchasing this policy other than as detailed in the Accepted Conditions List below

For Your information, examples of conditions that can be indirectly linked to any Medical Condition You have, or have had include:

- Someone with high blood pressure or diabetes who then has a heart attack, stroke or mini-stroke.
- Someone who has or has had cancer who suffers with a secondary cancer.
- Someone with osteoporosis who then suffers with a broken or fractured bone.

# **Accepted Conditions List**

Exclusion 1 above does not apply to the below conditions provided that, in the last 12 months, you have not been referred to a specialist due to worsening or destabilization of the condition or have ever had any hospital admissions in relation to the condition.

# Acne

ADHD provided the condition has not caused a trip cancellation or curtailment in the last 5 years Allergies (limited to rhinitis, chronic sinusitis, eczema, food intolerance and hay fever)

Anxiety/depression provided the condition has been diagnosed and you are undergoing treatment or take prescribed medication for it; and it has not caused a trip cancellation or curtailment in the last 5 years Asthma (providing it was diagnosed before age 50, and the insured person is taking/using no more than two medications/inhalers)

Autism provided the condition has not caused a trip cancellation or curtailment in the last 5 years Bell's palsy

Benign positional vertigo

Cataracts

Coeliac disease

Corneal graft

Cystitis (provided it has not resulted in any kidney infections and you have had less than 3 infections in the last 12 months)

Diabetes (providing there have been no complications such as impaired kidney function, heart disease, peripheral vascular disease, leg or foot ulcer, retinal damage, nerve damage, leg or foot amputation or liver damage)

Dry eye syndrome

Eczema (provided no hospital visits in the last 12 months)

Enlarged prostate (benign only and provided it has not resulted in any bladder, kidney or urinary tract infections/problems)

**Essential tremor** 

Folate deficiency

**Fungal nail Infection** 

Gallbladder removal (provided there were no complications and no ongoing treatment)

Gastric reflux

Glaucoma

Gout

Hay fever

Hiatus hernia

High blood pressure/hypertension (provided it was diagnosed more than 6 months ago, there has been no change in your medication in the last 6 months, you take less than 2 medications and do not also have high cholesterol)

High cholesterol (provided you do not also have high blood pressure)

Hormone replacement therapy

Hypotension/low blood pressure (provided it is not associated with any underlying condition)

Impetigo

Learning disabilities provided the condition has not caused a trip cancellation or curtailment in the last 5 years Macular degeneration

Meniere's disease

Migraine (provided you have prescribed medication for the condition and have had no change in medication in the last 6 months)

Pernicious anaemia (provided any nerve damage does not interfere with daily activities and you can walk without aids)

Raynaud's disease

RSI (Repetitive strain injury)

Sinusitis

**Tendonitis** 

**Tinnitus** 

Tonsilitis

- 2) You will not be covered for any claim arising directly or indirectly from any Medical Condition for which You have received a terminal prognosis.
- 3) You will not be covered for any claim arising directly or indirectly from any Medical Condition You are aware of but for which You have not had a diagnosis or for which You are awaiting the results of any tests or investigations.
- 4) You will not be covered for any claim arising directly or indirectly from any Medical Condition for which You are on a waiting list or for which You know You need surgery or treatment.
- 5) You will not be covered for any claim arising directly or indirectly from a Pre-Existing Medical Condition affecting a third party.

### At any time:

- 1) You will not be covered for any claim arising directly or indirectly from any Medical Condition You have in respect of which a Medical Practitioner has advised You not to travel or would have done so had You sought his/her advice.
- 2) You will not be covered for any claim arising directly or indirectly from any surgery, treatment or investigations for which You intend to travel outside of Your Home Area to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures).
- 3) You will not be covered for any claim arising directly or indirectly from any Medical Condition for which You are not taking the recommended treatment or prescribed medication as directed by a medical practitioner.
- 4) You will not be covered for any claim arising directly or indirectly from Your travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

# Pregnancy

Normal pregnancy, without any accompanying Bodily Injury, illness, disease or complication is not covered under this policy. This policy is designed to provide cover for unforeseen events, accidents, illnesses and

diseases and normal childbirth would not constitute an unforeseen event. Cover can only be considered where there is a complication of pregnancy or if You were unaware of the pregnancy at the time of purchasing the insurance or booking a Trip (whichever is later) and You are advised not to travel by a Medical Practitioner. Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that You check with them or with any other transport provider before You book the Trip. Please also ensure that Your Medical Practitioner and midwife are aware of Your travel plans, that there are no known complications and that You are not travelling against any medical advice.

# **ELIGIBILITY CRITERIA**

# **Age Limits**

All Insured Persons must be under the age of 66 when purchasing a policy.

#### **Duration**

This insurance policy must be purchased before You start a Trip. However, if You have forgotten to purchase cover and are travelling for at least 7 days, You may be eligible to purchase cover provided You contact Us to purchase cover within 48 hours of Your Trip departure and have no claims pending and there are no known circumstances likely to give rise to a claim.

Single Trip policies are valid for Trips up to a maximum of 12 months but limited to the dates detailed on Your validation certificate. One way trip cover ends as soon You pass through immigration control of Your final international arrival point.

Annual Multi-Trip policies are valid for the 12 month period detailed on Your validation certificate during which time You are permitted to travel as many times as You like but with a maximum duration of 31 days per individual Trip.

#### Residency

All persons insured under a Jade Stanley travel insurance policy must have spent at least 6 out of the last 12 months at their main Home in the United Kingdom or Channel Islands, have a United Kingdom National Insurance number if 16 or over and be registered with a doctor in their Home Area at the date of buying or renewing this policy.

### **Group Types**

**Individual**: One person who is aged 18 years or over; or one person who is aged 13-17 years who is travelling in accordance with any transport rules and regulations and are meeting/staying with a responsible adult aged 18 and over at their destination; or one person who is aged under 13 provided they are travelling with a responsible adult aged 21 and over.

**Couple**: You and Your partner who are aged 18 years or over living together at the same address and insured on the same policy. Independent travel permitted for both insureds.

**Family**: You and Your partner who are aged 18 years or over living together at the same address plus Your Children aged under 18 insured on the same policy. Independent travel is permitted for all adults; and for Children aged 13-17 travelling in accordance with any transport rules and regulations and meeting/staying with a responsible adult aged 18 and over at their destination; and for Children aged under 13 provided they are travelling under the supervision of an adult aged 21 and over.

Single Parent Family: You and Your Children aged under 18 insured on the same policy. Independent travel is permitted for all adults; and for Children aged 13-17 travelling in accordance with any transport rules and regulations and meeting/staying with a responsible adult aged 18 and over at their destination; and for Children aged under 13 provided they are travelling under the supervision of an adult aged 21 and over.

Group: A minimum of two individuals who may not all be related who are insured on the same policy. Independent travel permitted for adults aged 18 years and over; and for Children aged 13-17 travelling in accordance with any transport rules and regulations and meeting/staying with a responsible adult aged 18 and over at their destination; and for Children aged under 13 provided they are travelling under the supervision of an adult aged 21 and over.

# **Policy Types**

# **Single Trip**

Under these policies, cancellation cover starts from the time You pay the premium and ends on the start date of the Trip. If you undertake a one way Trip, cover ends as soon as you pass through immigration control at Your final international arrival point.

If Your Trip is between 3 and 6 months in length, You are permitted to return Home once for a maximum of 10 days during the booked Trip. If Your Trip is between 6 and 12 months in length, You are permitted to return Home twice for a maximum of 3 weeks for each visit during the booked Trip. In both cases, cover ends temporarily once you have passed through immigration control in the UK on Your way Home and doesn't start again until you have passed through immigration control in the UK on the recommencement of Your booked Trip.

# **Annual Multi-Trip**

Under these policies, cancellation cover starts from the start date stated on Your validation certificate or at the time of booking any Trip (whichever is later) and ends on the departure date of any Trip. If Your Trip starts outside the Period of Insurance, cancellation cover is only valid until the expiry date of Your policy. There is no cover under any other sections for Trips that fall outside the Period of Insurance, either in part or in full, unless You renew Your policy to begin before the start of Your booked Trip or buy a separate single Trip policy for the full duration of that Trip.

Individual Annual Mult-Trip policies can only be sold to individuals aged 13 and over. Any individual aged 13-17 years of age must be travelling in accordance with any transport rules and regulations and meeting/staying with a responsible adult aged 18 and over at their Trip destination.

#### All policy types

For all other sections of the policy, the insurance starts when You leave Your Home on the Direct Journey to start the Trip and ends at the time of Your return to Your Home on completion of the Trip (or at immigration control at Your final international arrival point on a one way Trip). In all circumstances, cover is limited to the dates shown on Your validation certificate or, in the case of an annual Multi-Trip policy, a maximum individual Trip duration of 31 days occurring during the Period of Insurance.

To be eligible, Trips must start and end in Your Home country in the United Kingdom or Channel Islands and a return ticket must have been booked prior to departure (unless detailed otherwise below). Cover will not apply to Trips that commence prior to the start date (unless specifically issued by Us) or extend beyond the end date of the policy as shown on Your validation certificate or, on an annual Multi-Trip policy, exceed the maximum permitted Trip duration of 31 days.

Cover for Trips within the United Kingdom, if that is Your Home Area or within the Channel Islands, if that is Your Home Area are only valid where You have pre-booked at least 2 nights' accommodation away from where You usually live prior to departure.

# TRIPS WITH NO PRE-BOOKED RETURN DATE

Where a single Trip of more than 4 months' duration has been booked, cover can be provided even if a return ticket date has not been confirmed. Cover should be issued with an estimated end date and once the return ticket is booked, any change in end date would need to be notified and accepted by Us prior to the expiry of the original policy. No breaks in cover are permitted and there must be no claims made or pending and no known circumstances likely to give rise to a claim at the time of the date change.

# TRIP EXTENSIONS

If, once You have left the United Kingdom or Channel Islands on Your Trip, You want to extend Your policy, contact us on 0800 043 0020 or email support@jsinsurance.co.uk. Extensions can only be considered if Your policy cover has not yet expired, the Trip duration is not going to exceed the maximum Trip duration permitted on Your policy, there has been no claim made or pending and there has been no change in health. We need at least 48 hours' notice in order to respond to Your request so please ensure You contact Us well in advance of the expiry date of Your policy.

# **GEOGRAPHICAL LIMITS**

Geographical Limits including stopovers and transits

Area 1: UK - England, Scotland, Wales and Northern Ireland

Area 2: Includes Area 1 plus the continent of Europe including the Channel Islands.

Area 3: Australia and New Zealand

Area 4: Worldwide excluding USA, Canada, Mexico and the Caribbean Islands

Area 5: All countries worldwide

Please note there is no cover at all under the policy for any travel to Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iraq, Ivory Coast, Lebanon, Libya, Mali, Niger, Nigeria, Pakistan (other than Punjab and Sind Provinces), Palestinian Territories, Somalia, Sudan, South Sudan, Syria, Ukraine and Yemen.

If Your Trip includes a transit or stop-over outside the region of cover that You have bought, cover will remain in place provided the transit or stop over does not exceed 24 hours.

# **SCHOOL AND GROUP TRIPS**

We cover school and group trips provided there is one adult for every 10 children going on the trip.

#### **DEFINITIONS**

These definitions apply throughout Your policy booklet. Where We explain what a word means that word will have the same meaning wherever it is used in the policy. We have listed the definitions alphabetically.

#### 24 Hour Medical Claims Service

A service provider appointed by Us that may be varied from time to time who You must contact if You need to go to hospital; or if Your medical costs are likely to exceed £500; or, under certain circumstances, if You need to Curtail Your Trip (as detailed under Section 4). They will communicate with doctors and hospital staff to ensure that You receive appropriate medical treatment and will organise any medically necessary repatriation to get You back to Your Home Area safely where Your policy covers this.

# **Baggage**

Luggage, clothing, personal effects and other items (but excluding Valuables, ski equipment, golf equipment, Sports and Activities Equipment, Personal Money and documents of any kind, gadgets including mobile phones and laptops and tablets) which belong to You and which are worn, used or carried by You during Your Trip.

# **Bodily Injury**

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

### **Channel Islands**

Jersey, Guernsey, Sark, Alderney and Herm

# Child/Children

A person who is under the age of 18 at the purchase date of this policy.

# **Close Business Associate**

Any person whose absence from business for one or more complete days at the same time as Your absence prevents the proper continuation of that business.

#### **Close Relative**

Mother, father, sister, brother, wife, husband, Common Law Partner, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, foster child, legal guardian, fiancé/fiancé

# **Complications of Pregnancy**

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary Caesarean section, medically necessary

termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.

# **Common Law Partner**

You and Your partner (including same sex partner) living together at the same address.

#### Curtailment/Curtail/Curtailed

- a) Abandoning or cutting short the Trip after You leave Your Home by direct early return to Your Home Area. Any claims for Curtailment will be calculated from the day You returned to Your Home Area and based on the number of complete days of Your Trip You have not used.
- b) Attending a hospital outside Your Home Area as an in-patient or being confined to Your accommodation abroad due to compulsory quarantine or on the orders of a Medical Practitioner for more than 24 hours. Claims will be calculated from the day You were admitted to hospital or confined to Your accommodation and based on the number of complete days that You were hospitalised, quarantined or confined to Your accommodation. Cover only applies to ill/injured persons.

### **Cyber Terrorism**

An act of Cyber Terrorism means the use of disruptive activities, or the threat thereof, against computers and/or networks with the intention to cause real-world harm or severe disruption of infrastructure.

# **Direct Journey**

The period of travel from Your Home directly to the departure point on Your outward journey and back Home directly afterwards on Your return journey forming part of the booked itinerary or not exceeding 24 hours in each case.

# **Emergency Treatment**

Immediate treatment for an unforeseen injury or illness that occurs during the Trip which cannot be delayed until Your return Home.

# **Excess**

The first part of each claim which is payable per separate incident claimed for, under each section of the policy, by each Insured Person.

# **Family Cover**

Up to 2 adults and their Children under 18, insured on the same policy. Both the adults and Children can travel independently on an annual Multi-Trip policy although Children aged 13-17 must be travelling in accordance with any transport rules and regulations and meeting/staying with a responsible adult aged 18 and over at their destination; and Children aged under 13 must be travelling under the supervision of an adult aged 21 and over.

#### Home

Your normal place of residence in the United Kingdom or Channel Islands.

#### **Home Area**

Your Home Area means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, Sark, Alderney or Herm, where Your Home is situated.

# **Insured Person**

See definition of You/Your/Yourself/Insured Person.

#### Insurer

Hamilton Insurance DAC

#### Manual Work

Work involving physical labour. This does not include bar and restaurant work, music performance and singing or office and clerical work.

#### **Medical Condition**

Any disease, illness or injury including any psychological or psychiatric condition.

#### **Medical Tourism**

Where the purpose of Your Trip is to obtain any medical, dental, cosmetic or surgical appointments, consultations, treatments or procedures inside or outside of Your Home Area.

#### **Medical Practitioner**

A registered practising member of the medical profession recognised by the law of the country where they are practising. They must not be related to You or any person You are travelling with.

#### Pair or Set

A number of items of personal Baggage considered as being, similar or complementary, to one another, or used together.

#### **Period of Insurance**

The period identified on Your validation certificate being the dates for which cover is in force. Under a single Trip, cancellation cover begins on the date of purchase of the policy. Under an annual Multi-Trip policy, cancellation cover begins on the start date of the policy or booking date of a Trip, whichever is later. For all policies, all other sections start when You leave Your Home on the Direct Journey to start the Trip and end at the time of Your return to Your Home on completion of the Trip (or at immigration control at Your final international arrival point on a one way Trip). In all circumstances, cover is limited to the dates shown on Your validation certificate or, in the case of an annual Multi-Trip policy, a maximum individual Trip duration of 31 days occurring during the Period of Insurance.

# **Personal Money**

Bank notes, currency notes and coins in current use, travellers and other cheques, postal or money orders all held for private purposes.

# **Pre-existing Medical Condition**

Any Medical Condition You have, or have had, for which You are taking or have taken prescribed medication; or for which You are waiting to receive, or have received diagnosis or treatment (including surgery, tests or investigations), at any time prior to purchasing this policy, other than those detailed in the Accepted Conditions List below and subject to the rules applied to those.

# **Public Transport**

Any publicly licensed aircraft, sea vessel, train, coach or bus on which You are booked or had planned to travel.

# Redundancy

Being an employee where You qualify under the provision of the Employment Rights Act 1996 and who, at the date of termination of employment by reason of Redundancy, has been continuously employed for a period of two years or longer, is not on a short term fixed contract and is under the normal retirement age for someone holding that position.

# Single Item

Any one item or Pair or Set of articles or collection which is used or worn together.

# **Single Parent Family Cover**

One adult and their Children under 18, insured on the same policy. Both the adult and Children can travel independently on an annual Multi-Trip policy although Children aged 13-17 must be travelling in accordance with any transport rules and regulations and meeting/staying with a responsible adult aged 18 and over at their destination; and Children aged under 13 must be travelling under the supervision of an adult aged 21 and over.

# **Sports and Activities**

Any Sport or Activity listed on the Sport and Activities List accompanying this document.

### **Sports and Activity Equipment**

Those articles which are usually worn, carried or held in the course of participating in a Sport or Activity, for which You have paid any appropriate additional premium and which is shown as covered on Your validation certificate.

#### Terrorism

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

# Trip

Any holiday, or pleasure Trip made by You within the area of travel shown on Your validation certificate which begins and ends in Your Home Area during the Period of Insurance (unless You have purchased a one way Trip), and for which You have a pre-booked return ticket (unless as defined on Page 11).

#### Unattended

When You are not in full view of and not in a position to prevent unauthorised interference with Your property or vehicle.

# United Kingdom/UK

England, Scotland, Wales and Northern Ireland.

#### **Valuables**

Animal skins/furs; leather goods; silks; precious or semi-precious stones or items containing them; items made of or containing gold, silver or platinum; binoculars; jewellery and watches; all photographic, digital, optical, audio, video or electrical equipment or accessories of any kind; telescopes.

# We/Us/Our

Healix Insurance Services Ltd on behalf of the Insurer, Hamilton Insurance DAC

# You/Your/Yourself/Insured Person

Each person travelling on a Trip whose name appears on the validation certificate and who fulfils the eligibility criteria as detailed in this policy booklet.

# GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

You must comply with the following conditions to have the full protection of Your policy. If You do not comply We may cancel the policy, or refuse to deal with Your claim, or reduce the amount of any claim payment.

# 1. Cancellation Rights

# **Cancellation Rights - Yours**

You may cancel this policy within 14 days of receiving Your policy documents by contacting us on 0800 043 0020 or emailing support@jsinsurance.co.uk. Any premium paid will be refunded to You providing You have not travelled, not claimed or intend to make a claim and no incident has occurred that is likely to result in a claim. This may be subject to an administration fee.

## Cancellation outside 14 days

You may cancel this policy at any time after 14 days by contacting us on 0800 043 0020 or emailing support@jsinsurance.co.uk but no refund of premium will be made.

### **Cancellation Rights – Ours**

We reserve the right to cancel this policy at any time by registered post to Your last known address on the following grounds if:

a) You make a fraudulent claim.

- b) You do not pay the premium.
- c) You are or have been engaged in criminal or unlawful activities.
- d) Any policy in Your name is added to the Insurance Fraud Register. In each case no refund of the premium will be made.

# 2. Claims Responsibility

In the event of a claim, if We require any medical certificates, information, evidence, receipts or bills, these must be obtained by You at Your expense. We will require confirmation of your travel booking details showing departure and return dates and destination. Claims will not be paid if You do not provide these documents or for any loss which has not been proven. 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. These costs will be met by Us.

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.

### 3. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under this policy;
- b) Make sure that all information supplied as part of Your application for cover is true and correct;
- c) Tell Us of any changes to the answers You have given as soon as You are aware.

Failure to provide answers in line with the requirements of the Consumer Insurance Act 2012 may mean that Your policy is invalid and any claim declined.

# 4. Dual insurance

If at the time of any incident which results in a claim under this policy, there is another insurance company covering the same loss, damage, expense or liability We will not pay more than Our proportional share and are entitled to contact that insurance company for a contribution (not applicable to Section 3 – Personal accident). You must help Us to obtain, pursue or recover a contribution from any third party or insurer (including the Department for Work and Pensions) by providing all details required and completing any necessary forms.

# 5. Excesses

Under most sections of this policy, claims will be subject to an Excess. This means that You will be responsible for paying the first part of each and every claim per incident claimed for under each section by each Insured Person. The Excess amount and the sections to which this applies is detailed on the cover table.

# 6. Fraud Prevention

Throughout Your dealings with Us We expect You to act honestly. If You or anyone acting for You knowingly:

- a) Provide false or incomplete information to Us as part of Your application for Your policy;
- b) Make a fraudulent or exaggerated claim under Your policy;
- c) Make a false statement in support of a claim;
- d) Submit a false or forged document in support of a claim;
- e) Make a claim for any loss or damage caused by Your wilful act or caused with Your agreement, knowledge or collusion;

# Then We:

- a) May prosecute fraudulent claimants;
- b) May make the policy void from the date of the fraudulent act;
- c) Will not pay any fraudulent claims;

- d) Will be entitled to recover from You the amount of any fraudulent claim already paid under Your policy since the start date;
- e) Will not return any premium paid by You for the policy;
- f) May inform the police of the circumstances.

# 7. Policy Documentation

You must provide proof of Your insurance in the event of a claim and give Us full details in writing of any incident resulting in a claim, under any section, within 21 days of the incident.

You accept that no alterations or additions to the printed terms and conditions of Your policy booklet or validation certificate will be valid unless authorised by Us.

# 8. Reasonable precautions

At all times You must take all reasonable precautions and steps to:

- avoid injury, illness, disease, loss, theft or damage; and
- safeguard Your property from loss or damage;
- recover lost or stolen property.

#### 9. The contract

We and You do not intend any term of this contract to be enforceable by any third party in accordance with the Contracts (Rights of Third Parties) Act 1999.

# 10. Wear, Tear and Depreciation Deductions

The following percentages will be applied to the value of each item to determine insured value for claims purposes:

Description	0-6mths	6-12mths	1-2yrs	2-3yrs	3-4yrs	4-5yrs	5yrs+
Clothing and shoes	0%	20%	40%	60%	80%	100%	100%
Cosmetics/toiletries	25%	50%	100%	100%	100%	100%	100%
Bags and luggage	0%	15%	30%	50%	70%	90%	100%
Electric/photographic/computer/audio/visual	0%	10%	25%	45%	65%	80%	100%
equipment							
Mobile phones	0%	10%	25%	45%	65%	80%	100%
Jewellery and watches	0%	20%	50%	75%	90%	100%	100%
Spectacles and sunglasses	0%	15%	35%	60%	80%	100%	100%
Activity equipment and clothing	0%	30%	50%	65%	75%	90%	100%

# GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

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

# 1. Alcohol abuse

You drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of Your faculties and/or judgement resulting in a claim. We do not expect You to avoid alcohol on Your Trips or holidays, but We will not cover any claims arising because You have drunk so much alcohol that Your judgement is seriously affected or You are suffering from alcohol dependence or directly or indirectly from the symptoms of alcohol withdrawal and You need to make a claim as a result.

#### 2. Additional loss or expense

Any other loss, damage or additional expense following on from the event for which You are claiming, unless We provide cover under this insurance. For example, loss, damage or additional expense include, but are not limited to, the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following Bodily Injury, illness or disease.

#### 3. Boarding disallowed

You not being allowed to board a flight, train, sea vessel, coach or bus for any reason or failing to obtain the required passport or visa.

# 4. Cruise Trips

Trips that include a sea or ocean voyage of more than 48 hours duration and includes stops at more than one port, unless You have purchased the Cruise Activity cover and this is shown on Your validation certificate.

#### 5. Drones

Your use of drones.

# 6. Family and single parent family cover travel restrictions

You being aged 13 to 17 and travelling independently without one of the policy's insured adults unless You are travelling in accordance with any relevant carrier requirements for minors and are meeting/staying with a responsible adult aged 18 and over at their destination; or you being under 13 and travelling without being under the supervision of a responsible adult aged 21 and over.

# 7. Ineligible claimants

Expenses or losses incurred by, or on behalf of, any person who is not insured by this policy.

# 8. Insolvency

The tour operator, airline, or any other company, firm, transportation company, travel agent or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation.

# 9. Jumping from vehicles, buildings or balconies

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

# 10. Loss of enjoyment

Loss of enjoyment of the Trip.

#### 11. Mechanically assisted vehicles

You driving a motor vehicle other than Your own or hired vehicle on public roads and only if You have an appropriate licence, are insured under a motor insurance policy and are following the local safety laws; or where You have purchased specific Sport and Activity cover for the relevant vehicle, paid any appropriate additional premium and cover is shown on Your validation certificate.

You must wear a seatbelt when travelling in any motor vehicle where a seatbelt is available and a helmet on all mopeds/motorbikes.

# 12. Medical Conditions

- a) Excluded Medical Conditions or You not complying with the health conditions detailed under the 'Important Conditions Relating to Health' section.
- b) Any accident or illness which is not sudden, unforeseen or beyond Your reasonable control;

### 13. Medical Tourism

Expenses arising from or in any way connected with any Medical Tourism.

# 14. Multiple claims

The same costs, charges or expenses which are valid under multiple sections. You may only claim for the costs under one section for the same incident per person.

#### 15. Other Activities and Manual Work

a) Your participation in or practice of any Sport or Activity or Manual Work unless listed as a covered Sport or Activity within the Sport and Activity Table and any specific safety requirements have been followed. Cover is only in place if You have paid the additional premium and cover is shown on Your validation certificate.

b) You travelling by air within 24 hours after Your last scuba dive.

#### 16. Pregnancy

Normal pregnancy, without any accompanying Bodily Injury, illness, disease or complication is not covered under this policy. This policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event. Cover can only be considered where there is a complication of pregnancy or if You were unaware of the pregnancy at the time of purchasing the insurance or booking a Trip (whichever is later) and You are advised not to travel by a Medical Practitioner.

# 17. Professional sports and activities, entertaining and racing

Your participation in or practice of any professional sports and activities, professional entertaining or racing.

#### 18. Radioactive contamination

Radiation by ionisation; contamination by radioactivity from any nuclear fuel or from any nuclear waste; combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

#### 19. Search and Rescue

For expenses relating to search and rescue other than as detailed under Section 1.

#### 20. Sonic bangs

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

# 21. Suicide, drug use or solvent abuse

Your wilfully self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted disease, solvent abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner, but not for the treatment of drug addiction) and putting Yourself at needless risk (unless Your life is in danger or in an attempt to save human life).

# 22. Swimming pool access

The unauthorised use of swimming pools outside the specified times of opening or within restricted areas.

# 23. Terrorism/Cyber Terrorism

Terrorism/Cyber Terrorism but this exclusion shall not apply to losses under Section 1 – Emergency medical and repatriation expenses, Section 2 – Hospital benefit and Section 3 – Personal accident unless such losses are caused by nuclear, chemical or biological attack; or the disturbances were already taking place at the beginning of any Trip; or the Insured Person suffering personal accident, injury or illness has participated in or conspired in such activities.

# 24. Travelling against FCDO advice or advice from a Regulatory Authority

Your travel to a country, specific area or event when the Foreign & Commonwealth Office (FCO) or regulatory authority in a country to or from which You are travelling has advised against all or all but essential travel.

### 25. Unlawful action

Your own unlawful action (including Your failure to comply with the laws applicable to the country in which You are travelling) or any criminal proceedings against You.

# 26. War risks and civil commotion

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section 1 – Emergency medical and repatriation expenses, Section 2 – Hospital benefit and Section 3 – Personal accident unless such losses are caused by nuclear, chemical or biological attack; or the disturbances were already taking place at the beginning of any Trip; or the Insured Person suffering personal accident, injury or illness has participated in or conspired in such activities.

# SECTION 1 EMERGENCY MEDICAL AND REPATRIATION EXPENSES

If You are travelling within the United Kingdom or Channel Islands, elements of cover under this section do not apply due to the available access of the NHS. This policy does not cover private treatment in any country. Please read this section carefully.

# What You ARE covered for under Section 1

We will pay up to the amount shown on the schedule of benefits for the following necessary and reasonable costs incurred during Your Trip as a result of You becoming ill (including with an infectious disease like Covid19), being injured or dying:

- Reasonable and customary costs for emergency medical treatment, surgical, hospital and ambulance expenses outside Your Home Area
- Expenses to transport You Home earlier than planned when deemed to be medically necessary.
- Reasonable additional transport (economy class unless approved otherwise by the 24 Hour Medical Claims Service) and accommodation expenses (room only) for You if it is medically necessary for You to extend Your Trip beyond Your scheduled return date.
- Reasonable additional transport (economy) and accommodation expenses (room only) for one person to stay with You or travel to You from the United Kingdom or Channel Islands, wherever You live, to accompany You Home when deemed to be medically necessary.
- Emergency dental treatment outside Your Home Area for the immediate relief of pain to natural teeth only.
- Reasonable expenses outside Your Home Area for the cost of Your funeral in the country in which You die or for the cost of returning Your body to Your Home.
- Reasonable and necessary costs that You incur from a specialist local rescue organisation for search, rescue and emergency transfer to a hospital, in the event of an accident whilst You are participating in a Sport or Activity, provided You have paid the additional premium for that Sport or Activity and this is shown on Your validation certificate. Search and Rescue costs are covered for a period not exceeding 72 hours from the time at which assistance is first summoned.

SPECIAL NOTE: If You need to go to hospital or You are likely to incur medical treatment costs over £500, You MUST contact the 24 Hour Medical Claims Service in advance or cover for Your claim for medical expenses may be reduced or declined. If it is not reasonably possible for You to contact the 24 Hour Medical Claims Service prior to seeking treatment due to an emergency, You must have someone else call on Your behalf or You must call them as soon as medically possible. Additionally, all additional transport, accommodation, early return Home, funeral or transport of body costs must also be pre-approved by the 24 Hour Medical Claims Service to be eligible for settlement.

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident.
- Any claims arising directly or indirectly from excluded Pre-Existing Medical Conditions other than those detailed in the Accepted Conditions List and subject to the rules applied to those; or You not complying with the health conditions detailed under the 'Important Conditions Relating to Health' section.
- Any costs for hospital treatment incurred prior to You contacting the 24 Hour Medical Claims Service unless We deem the costs to be reasonable and customary for the medical symptoms You presented and the treatment has taken place in a state hospital. If it is not reasonably possible for You to contact the 24 Hour

Medical Claims Service prior to seeking treatment due to an emergency, You must have someone else call on Your behalf or You must call them as soon as medically possible.

- Any costs for treatment that is likely to exceed £500 unless You have contacted the 24 Hour Medical Claims Service in advance to authorise the treatment.
- Any costs for private treatment unless the 24 Hour Medical Claims Service has pre-authorised this treatment and adequate public/state facilities are not available.
- Any costs relating to expenses incurred after the date the 24 Hour Medical Claims Service has proposed to transfer You to another hospital or bring You back to Your Home Area if You decline the transfer.
- Any treatment or surgery which in the opinion of the 24 Hour Medical Claims Service can be reasonably delayed until Your return to Your Home Area. The decision of the 24 Hour Medical Claims Service is final.
- Additional costs arising from single or private room accommodation.
- Any costs for diagnostic tests or treatment for any Medical Condition other than that which has caused the immediate medical emergency.
- Any costs relating to treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless pre-approved by the 24 Hour Medical Claims Service.
- Any costs for telephone calls other than the first call to the 24 Hour Medical Claims Service to notify them that You need to go to hospital or are likely to incur medical costs of more than £500.
- Any costs for Public Transport or taxi fares unless being used in place of an ambulance to take You to or from a hospital.
- Food and drink expenses.
- Any costs relating to a claim where You have not had the NHS/or medical authority recommended inoculations before departing from Your Home Area or where You have failed to complete a course of treatment or medication in accordance with the instructions from Your doctor.
- Any additional costs incurred due to You not complying with any instructions from the treating doctor or from the 24 Hour Medical Claims Service in relation to Your medical treatment or repatriation Home.
- Any costs relating to the diversion of any Public Transport due to Your death, illness or injury.
- Any costs incurred more than 12 months after the date of the incident for which You are claiming.
- Any expenses incurred after You have returned to Your Home Area.
- Any expenses incurred in Your Home Area unless specifically accounted for under What You are covered for under Section 1.

# SECTION 2 HOSPITAL BENEFIT

Cover under this section does not apply to Trips taken within Your Home Area.

# What You ARE covered for under Section 2

We will pay a benefit up to the amount shown on the schedule of benefits for each 24 hour period that You are confined in a state or pubic hospital outside Your Home Area as an inpatient due to an accident or illness that is covered under Section 1 – Emergency Medical and Repatriation Expenses. This benefit is meant to help You pay for additional expenses such as transport fares and phone calls incurred by Your visitors whilst You are in hospital.

# What You are NOT covered for under Section 2

• Any claim where the accident or illness is not covered under Section 1 – Emergency Medical and Repatriation Expenses.

# SECTION 3 PERSONAL ACCIDENT (not medical expenses cover)

Cover under this section does not apply to Trips taken within Your Home Area.

# **Special Definitions**

# Loss of Limb:

Loss by permanent severance of an entire hand or foot or the total, complete and permanent loss of use of an entire hand or foot.

#### Loss of Sight:

Total and irrecoverable loss of sight occurring in both eyes where Your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist or irrecoverable loss of sight in one eye where the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what You should see at 60 metres)

#### **Permanent Total Disablement:**

Your disablement which has lasted for a minimum of 12 months and in the opinion of a doctor acting on Our behalf is beyond any prospect of recovery or improvement and prevents You from engaging or performing in every and any occupation.

# What You ARE covered for under Section 3

We will pay one of the benefits shown on the schedule of benefits if You are involved in an accident during Your Trip which solely and independently of any other cause results in Your death, Loss of Limb, Loss of Sight or Permanent Total Disablement within 12 months of the accident.

#### What You are NOT covered for under Section 3

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- Any claim arising from any event which worsens a previously existing Bodily Injury.

# SECTION 4 CANCELLATION AND CURTAILMENT

#### What You ARE covered for under Section 4

We will pay up to the amount shown on the schedule of benefits for our proportion of travel, accommodation, car hire and pre-booked excursion expenses which You have paid or have contractually agreed to pay which You cannot get back if Your Trip is necessarily and unavoidably cancelled or Curtailed as a result of any of the following:

- You or any person You have arranged to travel or stay with dying, becoming seriously ill (including with an infectious disease like Covid19), being injured or suffering from Complications of Pregnancy.
- The death, serious illness (including an infectious disease like Covid19) or injury of a Close Relative or Close Business Associate.
- You or any person You have arranged to travel with being made compulsorily redundant provided You/they qualify for payment under current UK/Channel Islands Redundancy legislation and at the time of booking Your Trip or purchasing this insurance policy, whichever is the later or there was no reason to believe anyone would be made redundant.
- You or any person You have arranged to travel with being called as a witness at a Court of Law (but not an expert witness) or for jury service attendance (and Your request to postpone Your service has been rejected).
- You or any person You have arranged to travel with being a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and Your/their leave is unexpectedly cancelled or You/they are unexpectedly called up for operational reasons.

In respect of Curtailment only, We will also pay:

• up to the amount shown on the schedule of benefits for reasonable additional travel costs to return You to Your Home Area if it is necessary and unavoidable for You to cut short Your Trip due to one of the reasons stated above, provided You had originally purchased a return ticket to Your Home Area and the class of fare does not exceed the standard that was originally booked.

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident.
- Cancellation or Curtailment when You are unable to provide evidence from a medical professional confirming Your illness.
- You choosing or being recommended to quarantine or isolate as a result of exposure to an infectious disease including Covid-19.

- Cancellation as a result of any epidemic or pandemic being declared by the World Health Organisation (WHO), unless the cancellation is due to You, a travel companion, a family member, a close business colleague, or the person You were going to stay with becoming seriously ill due to the disease which has been declared as an epidemic or pandemic.
- Curtailment as a result of any epidemic, or pandemic as declared by the World Health Organisation (WHO).
- Any claims arising directly or indirectly from excluded Pre-Existing Medical Conditions other than those detailed in the Accepted Conditions List and subject to the rules applied to those; or You not complying with the health conditions detailed under the 'Important Conditions Relating to Health' section.
- Any claims arising from a Medical Condition or illness related to a Medical Condition of Your pet unless Your vet can confirm in writing that at the time of booking the Trip or purchasing this insurance policy, whichever was later, he/she would have confirmed that he/she would not have seen any substantial likelihood of Your pet dying and cancellation of Your Trip becoming necessary.
- Any costs incurred using any airline mileage, loyalty card, supermarket reward scheme, timeshare, holiday property bond or other holiday points scheme.
- Airport taxes and Air Passenger Duty (APD) and credit or debit card fees included in the cost of Your holiday.
- Any costs relating to a claim where You have not had the NHS recommended inoculations before departing from Your Home Area or where You have failed to complete a course of treatment or medication in accordance with the instructions from Your doctor.
- Loss of enjoyment of the Trip.
- Any additional costs incurred as a result of You failing to notify any provider of the holiday booking as soon as You find out it is necessary to cancel the Trip.
- The cost of Your unused original tickets if We have paid additional travel costs for You to cut short Your Trip.
- Any claims for Curtailment costs due to Your injury or illness, unless the 24 Hour Medical Claims Service have deemed that appropriate treatment is not available locally and have authorised You to return Home.
- Any claims for Curtailment costs that exceed the fare class of travel on Your original booking or relate to more than two people unless You have contacted the 24 Hour Medical Claims Service in advance and they have authorised the expenses.
- Any circumstances known to You before You bought this insurance or booked the Trip, whichever is later, which could reasonably have been expected to lead to cancellation or Curtailment of the Trip.
- Any claims in Excess of the proportionate cost of the Trip where You have not insured for the full cost of the Trip.
- Cancellation costs that exceed those that were applicable at the time that the Medical Practitioner diagnosed the condition causing the cancellation. Any increases in cancellation charges after this date will not be covered.
- Your disinclination to travel or continue with travel.
- The cancellation or Curtailment of Your Trip by the tour operator or travel agent.

# SECTION 5 PERSONAL BAGGAGE, MONEY AND PASSPORT

Please note that this policy is not intended to cover high value items such as expensive jewellery or cameras and that limited coverage applies to Single Items and Valuable items in total.

# What You ARE covered for under Section 5

a)We will pay up to the amount shown on the schedule of benefits for the accidental loss, theft or damage to Baggage and Valuable items which are usually worn or carried by travellers for their own use during a Trip. The amount payable will be at the current value less a deduction for wear, tear and depreciation as shown under the General Conditions section. The maximum amount payable for any one item, Pair or Set or for all Your Valuables in total is shown on the schedule of benefits.

b) We will pay up to the amount shown on the schedule of benefits for buying essential clothing, medication and toiletries if Your Baggage is delayed in transit during the outward journey for more than 12 hours. If Your Baggage is permanently lost, We will deduct this payment from the final amount settled under a) above.

c)We will pay up to the amount shown on the schedule of benefits for the accidental loss or theft of Your Personal Money and passport during the Trip including additional travel or accommodation expenses incurred

to obtain a replacement passport whilst on Your Trip. The maximum amount payable for cash carried by one person, whether jointly owned or not, is shown on the schedule of benefits. There is no cover under this subsection if You are under 21.

# What You are NOT covered for under Section 5

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident, other than under point b) where the Excess does not apply.
- Any claim for loss or theft which You do not report to the police within 48 hours of discovery and for which You do not obtain a written police report.
- Any claim for loss or theft of money or passport whilst locked in a hotel safe or safety deposit box or left in Your locked accommodation if there is no safe or safety deposit box, which You do not report to the hotel or accommodation provider and for which You do not obtain a written report.
- Any claim for loss, theft, damage or delay to personal Baggage which You do not report to the relevant airline or transport provider within 48 hours of discovery and for which You do not obtain a written report. In the case of an airline, You must obtain a written property irregularity report.
- Loss, theft of or damage to Baggage contained in an Unattended vehicle at any time between 09:00 and 21:00 (local time) unless it is locked out of sight in a secure Baggage area and forcible means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available.
- Loss, theft of or damage to Baggage contained in an Unattended vehicle overnight between 21:00 and 09:00 (local time).
- Any claims for money, passport or Valuables left Unattended (including when not carried in Your hand Baggage whilst travelling on Public Transport or on an aircraft) at any time other than when they are locked in a hotel safe or safety deposit box or are left in Your locked accommodation if there is no safe or safety deposit box and there is evidence of forced entry confirmed by a police report.
- Any claims for Baggage left Unattended in a public place including on a beach or around a swimming pool, other than as provided for in Unattended vehicles.
- Any claims for items or equipment used in connection with Your business profession or occupation.
- Loss or damage (cracking, scratching, breakage) to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), pictures, porcelain or other brittle or fragile articles unless caused by fie, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss or damage to Sports and Activity Equipment or damage to sports clothing while in use.
- Loss or damage caused by wear and tear, depreciation (loss in value), variations in exchange rates, shortages due to error or omission, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Any financial loss suffered as a result of Your debit or credit card being lost or stolen.
- Loss or theft of traveller's cheques if You have not complied with the issuer's conditions or where the issuer provides a replacement service.
- Loss, theft or damage to antiques, bicycles, boats and ancillary equipment, contact or corneal lenses, dental fittings, dinghies, duty free items such as tobacco, perfume and alcohol, golf equipment, hearing aids, medical fittings, musical instruments, perishable goods (such as foodstuffs), prescribed medication, samples, satellite navigation systems (GPS), securities, ski equipment, suitcase damage only (unless the suitcases are entirely unusable as a result of one single incidence of damage), televisions, tents, tools of trade, vehicles or vehicle accessories (other than non-motorised wheelchairs and pushchairs).

# SECTION 6 TRAVEL DELAY, TRANSPORT CANCELLATION AND TRIP ABANDONMENT

Cover under this section does not apply to Trips taken within Your Home Country.

# What You ARE covered for under Section 6

If Your final international departure from or to the United Kingdom or Channel Islands, wherever You live, by aircraft, sea vessel, coach or train is delayed or cancelled due to strike, industrial action, adverse weather conditions or mechanical breakdown, We will pay:

a)A benefit for each 12 hour period of delay up to the amount shown on the schedule of benefits; or

b)Up to the amount shown on the schedule of benefits for our proportion of travel, accommodation, car hire and pre-booked excursion expenses which You have paid or have contractually agreed to pay which You cannot get back if You choose to cancel Your Trip prior to departure following a delay in excess of 24 hours or where You have not been provided with suitable alternative Public Transport within 24 hours of the scheduled time of departure following cancellation of the Public Transport; or

c) Up to the amount shown on the schedule of benefits for the cost of a replacement transport ticket if the departure of Your first international transport on Your outward journey is cancelled and no alternative is provided within 12 hours of the intended departure time.

# What You are NOT covered for under Section 6

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident, other than under point a) where the Excess does not apply.
- Any claims arising from a natural catastrophe or volcanic ash.
- Any claims where You have not obtained written confirmation from the appropriate transport company or authority stating the reason for the cancellation or delay and how long it lasted.
- Any claims where You have not checked in for Your Trip in accordance with Your itinerary unless Your tour operator has asked You not to travel to the final international departure point.
- Any claims arising directly or indirectly as a result of strike or industrial action that existed or was publicly announced prior to You booking this Trip or purchasing this insurance policy, whichever is later.
- Any costs incurred using any airline mileage, loyalty card, supermarket reward scheme, timeshare, holiday property bond or other holiday points scheme.
- Airport taxes and Air Passenger Duty (APD) and credit or debit card fees included in the cost of Your holiday.
- Any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of an appropriate transport authority in any country. For example, the Civil Aviation Authority or the Port Authority.
- Any costs for delay or abandonment which are met under the EC Regulation No. 261/2004. Under this regulation, if You have a confirmed flight reservation and that flight is delayed by 2-4 hours (the delay length depends on Your flight time), the airline is obliged to offer You meals, refreshments and hotel accommodation. If the delay exceeds 5 hours, the airline must offer to refund Your ticket. The regulations apply to all flights regardless of type or whether they have originated in the EU or are flying into the EU using an EU carrier.
- If Your flight is delayed or cancelled, You should in the first instance speak with Your airline and clarify with them what costs they are going to pay under the Regulation. Further information is available at <a href="https://www.caa.co.uk">www.caa.co.uk</a>

# SECTION 7 MISSED DEPARTURE AND MISSED CONNECTION

Cover under this section does not apply to Trips taken within your Home Country.

# What You ARE covered for under Section 7

We will pay up to the amount shown on the schedule of benefits for additional accommodation (room only) and travel expenses up to the same standard as originally booked, incurred in reaching Your international destination or returning to Your Home Area if You fail to arrive at any international departure point in time to board the Public Transport on which You are booked to travel for each international leg of the Trip as a result of any of the following:

- Strike or industrial action
- Adverse weather conditions
- The failure of other Public Transport
- An accident or mechanical breakdown of the vehicle in which You are travelling

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident.

- Any claims arising from a natural catastrophe or volcanic ash.
- Any claims where You have not left sufficient journey time to meet the check in time specified by the transport providers or agent.
- Any claims arising directly or indirectly as a result of strike or industrial action that existed or was publicly announced prior to You booking this Trip or purchasing this insurance policy, whichever is later.
- Any claims arising as a result of Public Transport being withdrawn from service (temporarily or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in the country to or from which You are travelling.
- Any claims arising from the breakdown of any vehicle owned by You that has not been serviced properly and maintained in accordance with the manufacturers' instructions.
- Any claims arising from the accident or breakdown of the vehicle in which You are travelling if You are unable to provide a written report confirming that any recovery or repair was made by a recognised breakdown organisation.
- Any additional expenses where the Public Transport provider has offered reasonable alternative travel arrangements.

# SECTION 8 LEGAL EXPENSES

Cover under this section does not apply to Trips taken within your Home Country.

# **Special Definitions**

### **Legal Expenses**

Fees, expenses and other disbursements reasonably incurred (as determined by Our legal counsel) by a Legal Representative:

- a) in pursuing a claim or legal proceedings against a third party who has caused Your death, injury or illness;
- b) in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator;
- c) relating to costs that You are legally liable for following an award of costs by any tribunal or court or an out of court settlement made in connection with any claim or legal proceedings.

### **Legal Representative**

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

### **Special Conditions**

We will have complete control over the legal proceedings and the appointment and control of any Legal Representatives. You must follow Our Legal Representative's advice and provide any information and assistance required. You must use reasonable efforts to get back all of Our expenses where possible. You must pay Us any expenses You do get back.

### What You ARE covered for under Section 8

We will indemnify You for Legal Expenses, up to the amount shown on the schedule of benefits, incurred in pursuit of a claim for damages or compensation against a third party who has caused Your death, injury or illness as a result of an accident which occurs during Your Trip.

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident.
- Claims notified more than 180 days after the date of the incident which led to the claim.
- Any Legal Expenses incurred in the defence of any civil claim or legal proceedings brought or made against
- Any Legal Expenses incurred before receiving Our prior written approval, unless such costs would have been incurred subsequent to Our approval.
- Any fines, penalties or damages that You have to pay.
- Any Legal Expenses incurred in connection with any criminal or wilful act committed by You.

- Legal expenses where in Our opinion there is insufficient prospect of success in obtaining a reasonable benefit or where the Legal Expenses are likely to be greater than the anticipated amount of compensation.
- Legal Expenses incurred in pursuit of any claim or proceedings brought against a travel agent, tour operator, carrier, the Insurers or their agents, someone You were travelling with, another person insured by this policy or the manufacturer, supplier or distributor of any drug or medicine.
- Legal Expenses incurred after You have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or You not accepting an offer from Us to settle a claim.
- Legal Expenses that are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement).
- Legal Expenses incurred where an action is brought in more than one country.
- Legal Expenses where You are insured for these expenses under any other insurance policy.

# SECTION 9 PERSONAL LIABILITY

Cover under this section does not apply to Trips taken within your Home Country.

# **Special Conditions**

- 1. You must give Us written notice of any incident, which may result in a claim as soon as possible.
- 2. You must send Us every court claim form, summons, letter of claim or other document as soon as You receive it.
- 3. You must not negotiate, pay, settle, admit or deny and claim unless You get Our permission in writing.
- 4. We will be entitled to take over and carry out in Your name the defence of any claims for compensation or damages or otherwise against any third party. We will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and You will give Us all necessary information and assistance which We may require.

# What You ARE covered for under Section 9

We will pay You up to the amount shown on the schedule of benefits (including Legal Expenses) if You become legally liable to pay damages for any claim or series of claims arising during Your Trip from any one event or source of original cause for:

- Accidental Bodily Injury including death, illness or disease to a person; and/or
- Accidental loss of or damage to material property.

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident.
- Any liability exceeding £250,000 for damage to temporary holiday accommodation.
- Any liability arising from loss or damage to property that belongs to You or is in the charge or under the control of You, a Close Relative, a travelling companion and/or anyone in Your employment other than any temporary holiday accommodation occupied (but not owned) by You.
- Any liability for Bodily Injury, death, illness or disease to any person who is in Your employment or who is a Close Relative or travelling companion.
- Any liability arising directly or indirectly from ownership, possession or use of mechanically propelled or horse-drawn or mechanical or motorised vehicles (other than wheelchairs, electric wheelchairs or mobility scooters), aircraft or watercraft (other than rowing boats, punts or canoes), bicycles and animals (other than horses, domestic dogs or cats).
- Any liability arising directly or indirectly from the pursuit of any business, trade, profession, occupation, Manual Work, unless shown as a covered activity on Your validation certificate for which any appropriate additional premium has been paid, or the supply of goods or services.
- Any liability arising directly or indirectly from any deliberate or criminal act or assault.
- Any claims arising directly or indirectly from fines imposed by a court of law or other relevant bodies.
- Any claims arising directly or indirectly from liability which has been assumed by You under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
- Any claims arising directly or indirectly from the transmission of any contagious or infectious disease or virus.

• Any claim for participant to participant liability.

# SECTION 10 ACTIVITY COVER

#### What You ARE covered for under Section 10

We will pay up to the amount shown on the schedule of benefits for the following:

a)The accidental loss, theft or damage to Your own or hired Activity Equipment occurring during the Trip. The amount payable will be at the current value less a deduction for wear, tear and depreciation as shown under the General Conditions section.

b) The cost of hiring Activity Equipment if Your own Activity Equipment is delayed in reaching You on Your outward journey for more than 24 hours or is lost, stolen or damaged during Your Trip.

c)The unused portion of Your activity pack (tuition fees, lift/activity passes and hired activity equipment) following an accident or illness that is covered under Section 1 – Emergency Medical and Repatriation Expenses.

d)A benefit for each 24 hour period that You are unable to participate in your Sporting Activity due to: i)Piste/Mountain Closure - the lack of snow or adverse conditions which results in the closure of all the lift systems in the activity resort;

ii))Avalanche/landslide - an avalanche/landslide that prevents You from reaching Your activity resort and participating in your Sporting Activity;

#### What You are NOT covered for under Section 10

- Anything mentioned in the General Exclusions applicable to all sections of the policy.
- The Excess as shown on the schedule of benefits for each Insured Person for each incident, other than under points b), c) and d) where the Excess does not apply.
- Any claim for loss or theft which You do not report to the police within 48 hours of discovery and for which You do not obtain a written police report.
- Any claim for loss, theft, damage or delay to Activity Equipment which You do not report to the relevant airline or transport provider within 48 hours of discovery and for which You do not obtain a written report. In the case of an airline, You must obtain a written property irregularity report.
- Loss, theft of or damage to Activity Equipment left Unattended in a public place unless the claim relates to skis, poles or snowboards left in a ski rack between 8am and 6pm.
- Any claim for Sports or Activity Equipment whilst in use.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss or damage caused by wear and tear, depreciation (loss in value), shortages due to error or omission, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Any claim for piste/mountain closure or an avalanche/landslide where You do not obtain a written report from a relevant authority confirming the circumstances of the piste/mountain closure or avalanche/landslide and the amount of time that You were unable to participate in Your Sporting Activity.
- Any claim for piste closure where the resort is not in the Northern Hemisphere and over 1000m and You are travelling between 1<sup>st</sup> December and 31<sup>st</sup> March.

# How to make a Claim/ Complaint

# **HOW TO MAKE A CLAIM**

Please read this section carefully as it sets out the conditions which apply in the event of a claim or a possible claim. If You do not comply with any of the requirements set out below, we shall not be liable to pay any claim which may arise.

# **CLAIMS CONDITIONS**

When something happens which is likely to give rise to a claim under this policy, You must either:

- Access the online claims portal at: www.imglobal.com/member/assistance/claims;
- Contact the claims department by email on travelclaims@imglobal.com;
- Contact the claims department by telephone on 01444 465 581;

And request a claim form from them.

The claim notification must be made within 21 days or as soon as possible after that following the incident causing the claim. You must also make Us aware of any court claim form, summons or impending prosecution. Each communication relating to a claim must be submitted to Us as soon as possible and no-one should negotiate, admit or refuse any claim without Our written permission. You must cooperate fully with Us in Our investigations into the circumstances of Your claim.

#### **MEDICAL EMERGENCY CLAIMS CONDITIONS**

If You have an emergency during Your Trip and need to go to hospital or are likely to incur medical treatment costs over £500 whilst outside Your Home Area, You must phone the 24 Hour Medical Claims Service prior to seeking treatment where possible. If medical treatment is needed, You must allow the 24 Hour Medical Claims Service to see all Your medical records and information and when You call the 24 Hour Medical Claims Service, they shall be solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. If You do not follow their decisions, We may not pay Your claim. Please see the 24 Hour Medical Claims Service section for full details of what You must do in the event of a medical emergency. The 24 Hour Medical Claims Service provides multi-lingual assistance 365 days a year and can be contacted 24 hours a day on:

Tel No: +44(0)1444 465 579.

#### **HOW TO MAKE A COMPLAINT**

We aim to provide the highest standard of service to every customer. However, if You feel unhappy with any element of the service received, please write and tell the relevant party so that they can try to resolve the problem.

Please be advised that only the identified parties below can deal with Your complaint and provide You with any complaint information updates. If You submit Your complaint to or try to obtain information from the wrong party, You will be asked to resubmit Your complaint to the correct party.

# Does Your complaint relate to the sale of Your policy?

In the first instance, please contact:

Jade Stanley on: Tel: 0800 043 0020

Email: support@jsinsurance.co.uk

#### Does Your complaint relate to a claim or Your policy terms and conditions?

In the first instance, please contact:

The Complaints Officer, International Medical Group, 3rd Floor, Fitzalan House, Fitzalan Court, Cardiff. CF24 0EL Tel: 01444 465 581

Email: qualityassurance@imglobal.com

When You make contact, please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if You have one);
- Your policy and/or claim number, and the type of policy You hold;
- The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material. If We are unable to resolve Your complaint immediately, We will send You a written acknowledgement within three (3) days of receipt. We will then investigate Your complaint and, in most cases, send You a full response in writing within four (4) weeks of receipt. In exceptional cases, where We are unable to complete Our investigations within four (4) weeks, We will send You a full written response as soon as We can, and in any event within eight (8) weeks of receipt of Your complaint.

In the event that You are unhappy with Our response to Your complaint, or You have not received Our response within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service, who can review complaints from eligible complainants, but You must do so within 6 months of receiving Our final response. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to **Your** satisfaction, and the service they provide is free and impartial. Their contact details are as follows:

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

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

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

Complaints about non-insured events and Your travel arrangements must be referred to Your travel organiser. This complaints procedure does not affect Your legal rights.

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

You may be entitled to compensation from the FSCS (depending on the type of insurance and the circumstances of the claim) if We, the Insurer or Jade Stanley Ltd are unable to meet our financial obligations under this policy. A claim under this type of insurance is covered for 90% of the claim without any upper limit.

Further information about the compensation scheme is available from: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Tel: 020 7741 4100 or 0800 678 1100

Website: www.fscs.org.uk.

# **IMPORTANT CONTACT NUMBERS**

#### **CLAIMS**

To notify a claim and request a claims form please contact:

Tel: 01444 465 581

Email: travelclaims@imglobal.com

Or access the online claims portal at: www.imglobal.com/member/assistance/claims

# **EMERGENCY MEDICAL ASSISTANCE**

In the event of a medical emergency, please contact the emergency assistance service on: +44(0)1444 465 579.

# **SALES QUERIES**

Please contact Jade Stanley Ltd on:

Tel: 0800 043 0020

Email: <a href="mailto:support@jsinsurance.co.uk">support@jsinsurance.co.uk</a>

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