

Policy booklet.

Inside you'll find full details of
Tesco Bank Premium Credit Card
Travel Insurance.

Contents

Welcome to your Tesco Bank Premium Credit Card Travel Insurance Policy	2-3
Contract of Insurance	4
Important information regarding pre-existing medical conditions	5
Schedule of benefits	6
Definitions	7-8
Who to contact if you need help following a Medical Emergency – Assistance International	9-10
Making a claim	11-13
Dangerous activities	14-16
Important information	17-19
Personal travel insurance	20-46
Section 1a – If your trip is cancelled	20-21
Section 1b – If your trip is cut short	22-23
Section 2 – Medical and other expenses	23-25
Section 3 – Hospital benefit	26-27
Section 4 – Personal accident	27-28
Section 5 – Personal belongings	28-29
Section 6 – Delayed baggage	30
Section 7 – Money and documents	30-31
Section 8 – Loss of passport	31-32
Section 9 – Personal liability	32-33
Section 10 – Missed departure – extra travel and accommodation expenses	33
Section 11 – Catastrophe cover	34
Section 12 – Mugging	34
Section 13 – Pet care	34-35
Section 14 – Travel Legal Guard	35-41
Section 15 – Delay	42-43
Section 16 – Hijack	43
Section 17 – Winter sports	43
Section 17a – Winter sports equipment	44
Section 17b – Winter sports equipment hire	44-45
Section 17c – Ski pack (lessons, hire and lift pass)	45
Section 17d – Piste closure	45-46
Section 17e – Avalanche closure	46
General conditions that apply to all sections	47-49
Voicing your concerns	50-52
Privacy Notice	52

Welcome to your Tesco Bank Premium Credit Card Travel Insurance policy

This is **your** Tesco Bank Premium Credit Card Travel Insurance which is a benefit for the primary holder of the Tesco Bank Premium Credit Card that **you** have taken out. Please read this policy before **you** leave on **your trip**.

This policy provides worldwide cover for the primary cardholder, as named on the policy schedule of the Tesco Bank Premium Credit Card, his/her spouse, cohabiting partner or civil partner and their dependent children (including grandchild, step-child and foster child) under the age of 18. All travellers must be aged 69 or under, a UK resident for at least six months and registered with a GP in the UK. This policy is not available to persons aged 70 or over and cover will cease on the first renewal date of their policy on or after their 70th birthday.

There is no limit to the number of **trips you** may take, but each **trip** must be no longer than 31 days. **You** will automatically be covered for up to 17 days' **winter sports** cover in any 12 month period.

This policy allows the primary cardholder, as named on the policy schedule and his/her spouse or cohabiting partner covered under the policy to travel either together or separately. A child under 18 covered under the policy can only travel without the insured adults if he or she is travelling with and under the supervision of an adult who is responsible for his or her care for the length of the **trip**.

This policy confirms that insurance is available on an annually renewable basis on the terms, exceptions and conditions set out herein for the primary cardholder, as named on the policy schedule, of the Tesco Bank Premium Credit Card from the date of opening **your** Tesco Bank Premium Credit Card account and ending when **your** Tesco Bank Premium Credit Card account is closed for whatever reason or renewal is not offered, whichever is the earlier.

This policy is only valid for **trips** commencing from and returning to **your home** in the **United Kingdom**. If **you** move to live abroad, this insurance cover will be cancelled.

Prior to **your** policy expiring, **we** will write to **you** to advise that **your** policy is shortly due for renewal. The letter will explain that **your** policy will be automatically renewed to ensure uninterrupted cover, provided **you** are still a Tesco Bank Premium Credit Card account holder and meet the eligibility criteria for this insurance. The letter will also inform **you** of any changes to the terms and conditions to **your** insurance policy.

This policy will not cover **you** for all eventualities. Please see page 6 for a schedule of benefits and pages 17 to 19 for important information regarding conditions and exclusions.

All words printed in **bold** in this document are defined. Please refer to the Definitions section on pages 7 to 8.

All insurance policies contain restrictions and exclusions which **you** should be aware of. It is important that **you** read this policy carefully because **we** will use it to settle any claim. Please make sure that:

- the cover meets **your** needs
- **you** have read the Important information regarding pre-existing medical conditions on page 5 of this policy
- **you** can agree to condition 1 of 'General conditions that apply to all sections' (see page 47).

If **you** need help, please contact **us**.

Contract of Insurance

- 1 Tesco Bank Premium Credit Card Travel Insurance is provided by Ageas Insurance Limited. This policy is underwritten by Ageas Insurance Limited, except in relation to the Travel Legal Guard cover detailed in section 14 which is underwritten by DAS Legal Expenses Insurance Company Limited. Claims are dealt with by Ageas Insurance Limited, except in relation to claims for Travel Legal Guard which are dealt with by DAS Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS.

Tesco Personal Finance plc (trading as Tesco Bank) acts as an insurance intermediary introducing customers to Ageas Insurance Limited and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

- 2 Any disputes relating to this contract of insurance will be governed by the law applicable in the part of the **United Kingdom** in which **you** normally live and such disputes will be brought in the relevant courts. If this is not applicable, the law of England and Wales will apply.
- 3 This Policy Booklet along with **your** Policy Schedule give **you** full details of the cover and the conditions **you** must satisfy to ensure **you** are fully covered. Please read this carefully, especially the Important information regarding pre-existing medical conditions on page 5.
- 4 Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.
- 5 Please contact Tesco Bank on **0345 300 4278** if any of **your** details change, e.g. **your** name and address.

Important information regarding pre-existing medical conditions

For any insured person (i.e. **you, your** partner or children) **Pre-Existing Medical Conditions are not covered under this policy.**

This means that no claims will be paid which arise directly or indirectly from the following:

- i) Any medical condition **you** have, or have had, for which **you** have been prescribed medication within the last two years.
- ii) Any cardiac or respiratory condition for which **you** have ever received medication, treatment or been admitted to hospital.
- iii) If **you** have received a **terminal prognosis**.
- iv) Any medical condition or symptoms **you** are aware of, but are still awaiting diagnosis.
- v) If **you** are on a waiting list for or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.
- vi) Any medical condition or symptoms which have required a hospital admission in the previous 10 years.
- vii) If a medical practitioner has advised **you** against travel.
- viii) Travelling for the purpose of receiving medical treatment, surgery or medical investigations.

Changes to your health

If **your** health changes after **you** have booked a **trip** and any of the above now apply, and as long as **you** are not travelling against medical advice, cover will be provided for that/those **trip(s)** only. There will be no cover for **your** condition under this policy for any future **trips**.

For a close relative, business associate or travel companion who is not insured but whose health may affect your trip

If, at the time of this insurance commencing (or booking the **trip** if this was later) **your close relative, business associate** or travel companion had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a **stable condition**, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a **stable condition**, at regular intervals which have been arranged beforehand)
- had been given a **terminal prognosis**, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim **you** (or any insured person) make, that has anything to do with the medical condition of that **close relative, business associate** or travel companion.

SCHEDULE OF BENEFITS

This table indicates the limits of cover available under each section of the policy.

Section	Sum insured per insured person (up to):	Excess	
1	a) If your trip is cancelled	£5,000	£60
	b) If your trip is cut short	£5,000	£60
2	Medical and other expenses	£5 million	£60
3	Hospital Benefit	£25 per day, £1,000 max	Nil
4	Personal Accident (age 18 and over)		
	• Loss of limbs or sight	£25,000	Nil
	• Permanent Total Disability	£25,000	Nil
	• Death Benefit	£15,000	Nil
5	Personal Belongings	£1,500	£60
	• Any one item, pair or set	£300	£60
	• Overall Valuables limit	£300	£60
6	Delayed Baggage	£50 per 12 hours, £150 max	Nil
7	Money and Documents	£400	£60
	• Cash limit (age over 18)	£200	£60
	• Cash limit (age under 18)	£100	£60
8	Loss of Passport	£250	Nil
9	Personal Liability	£2 million	£200
10	Missed Departure – Extra travel and accommodation expenses	£750	Nil
11	Catastrophe Cover	£1,000	Nil
12	Mugging	£50 per 24 hours, £750 max	Nil
13	Pet Care	£250	Nil
14	Travel Legal Guard	£25,000	Nil
15	Delay	£20 per 12 hours, £400 max	Nil
	Holiday Abandonment	£5,000	£60
16	Hijack	£50 per 24 hours, £750 max	Nil
17	a) Winter Sports equipment	£500	£60
	b) Winter Sports equipment hire	£30 per day, £300 max	Nil
	c) Ski pack	£250	Nil
	d) Piste closure	£30 per day, £300 max	Nil
	e) Avalanche closure	£35 per day, £350 max	Nil

Please note that the sum insured is the most **you** can claim under the section but other limits may apply. These are shown under the appropriate sections of the policy.
All cover limits and **excesses** shown are per person.

Definitions

Wherever the following words and phrases appear in this policy or the schedule they will always have the meanings shown below. These terms may have different meanings under Section 14 – Travel Legal Guard. Please refer to these individual sections for more information.

Accidental injury	Injury to you resulting directly from a sudden and unexpected accident involving something external, violent or visible. This does not include sickness or disease, any natural condition or the result of anything that happens gradually.
Acts of terrorism	An act, including but not limited to the use or threat of force or violence, by any person or group, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any Government and/or to cause fear to the public, or any section of the public.
Booked Scheduled Transport	The following regular scheduled forms of transport: Train, Coach, Bus, Aircraft or Sea Vessel which run to a timetable and where you are a fare-paying passenger, and pre-booked Taxis.
Business associate	Anyone who works at your place of business and who needs to be in work while you are away so the business can run properly.
Catastrophe	Earthquake, Explosion, Fire, Flood, Hurricane, Typhoon, Cyclone, Lightning, Storm, Tempest, Volcanic Eruption and Tsunami.
Close relative	Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, common law partner (defined as living together at the same address and including same sex relationships) or fiancé/fiancée.
Excess	The amount(s) you will have to pay towards any claim. This applies to each section claimed under (if applicable), per insured person, per insured incident.
Fragile Articles	Perishable goods, glass, antiques, works of art and china.
Hijack	The unlawful seizure or wrongful exercise of control of the aircraft, sea vessel, bus, train or other public transport (or crew thereof) in which you are travelling as a passenger.
Home	The address where you live in the United Kingdom .
Labour dispute or protest	Any form of action taken, or the threat of action, which prevents or otherwise interferes with producing goods or providing services.
Manual Work	Any work that involves working at heights of more than 2 metres and/or the use of physical labour, including but not limited to construction, installation, assembly, building work and any work involving the use of heavy machinery or specialist equipment.
Mugging	Theft or attempted theft involving an act of violence against you by someone not insured on this policy which results in your injury and hospitalisation.
Period of insurance	The period you are covered for as shown in your Policy Schedule. The time that cover for particular sections starts and ends is given in more detail below. Cancellation cover starts when you book each trip or on the start/renewal date shown on your Policy Schedule, if this is later.

Period of insurance cont	<p>Cover under all other sections begins when you leave home to go on your trip and ends when you return home from that trip.</p> <p>The insurance is only valid if you have insured the whole duration of each individual trip, as shown on your policy schedule. There is a maximum trip duration of 31 days. You will automatically be covered for up to 17 days' winter sports cover in any 12 month period. There is no limit to the number of trips you may take.</p> <p>The start and finish dates of the trip must fall within the 12-month period shown on your Policy Schedule.</p> <p>For holidays booked during the 12-month period and that start after the end of the 12-month period, we will provide cancellation cover until the policy ends.</p> <p>Please note: all cover will cease immediately upon the date of closure of your Tesco Bank Premium Credit Card account or on the first renewal date of your policy on or after your 70th birthday.</p> <p>We will extend the period of insurance by up to 30 days, if you have to stay on your trip longer because of events which you have no control over. If the transport you are on is hijacked, we will automatically extend the period of insurance for up to 12 months without charge.</p>
Permanent Total Disability	Total and permanent disability which medical evidence confirms will prevent you undertaking paid work of any and every kind for the rest of your life.
Personal Belongings	Items owned entirely by you including your luggage and their contents, articles you are wearing or carrying with you including your valuables .
Ski Pack	Ski-school fees, ski-instructor fees, hired skis, hired ski boots and bindings, hired snowboard, hired snowboard boots and bindings or hired ice-skates, and the cost of any lift pass you have booked.
Terminal prognosis	When a doctor tells a patient that they have a condition that will eventually lead to their death.
Trip	Your holiday or business trip that starts and finishes from your home address in the United Kingdom . The start and finish dates of the trip must fall within the period of insurance .
Unattended	Where you are not in a position to prevent unauthorised interference with the theft or damage to your property.
United Kingdom	Great Britain and Northern Ireland, Channel Islands and the Isle of Man.
Valuables	Audio, visual, video, photographic, computer and portable navigation equipment, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, tablet devices, MP3 players and electronic games.
We, our, us	Ageas Insurance Limited in respect of all Sections of cover, other than Section 14 – Travel Legal Guard where other definitions of this term are provided.
Winter Sports	On-piste snowboarding, on-piste skiing, mono-skiing, ice-skating, curling, tobogganing and snow-mobiling, cross-country skiing on locally recognised tracks, off-piste skiing with a qualified instructor and off-piste snowboarding with a qualified instructor.
You, your	The primary cardholder, as named on the policy schedule, of the Tesco Bank Premium Credit Card, his/her spouse, cohabiting partner or civil partner and their dependent children (including grandchild, step-child and foster child) under the age of 18.

Who to contact if you need help following a Medical Emergency – Assistance International

Assistance International is a 24-hour worldwide emergency service. If **you** need help following a medical emergency, please call: **00 44 23 8064 4633**

The numbers from the countries most often visited are as follows.

USA and Canada: **011 44 23 8064 4633**

France, Greece, Portugal, Spain and Italy: **00 44 23 8064 4633**

Fax number: **00 44 23 8064 4616**

Email: **ai@ageas.co.uk**

We may record or monitor calls for training purposes or to improve the quality of **our** service.

Information needed in medical emergencies

- **Your** name and address, and **your** phone or fax number abroad
- **Your** policy number as shown on **your** policy schedule
- The details of **your** booked outward and return journeys
- The type of help **you** need.

If you go into a hospital abroad and you are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.

We may be required to contact **your** GP in the UK to check **your** medical records.

Getting you home after a medical emergency

If **you** are too ill to return **home** using **your** return travel tickets, Assistance International can arrange other travel for **you**. In special circumstances, they will arrange a road or air ambulance. Before **you** travel, the doctors looking after **you** must provide a certificate confirming that it is medically necessary for **you** to return **home** and that **you** are fit to travel. The conditions of Section 2 'Medical and other expenses' and condition 5 of the general conditions that apply to all sections also apply to the service provided by Assistance International.

Paying medical fees

If possible, **you** should pay for **your** medical treatment and then claim these costs back when **you** return **home**. If **you** cannot pay the medical costs out of **your** own money, contact Assistance International.

European Health Insurance Card

A European Health Insurance Card (EHIC) entitles **you** to reduced-cost, sometimes free, medical treatment that becomes necessary while **you're** travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.

You can pick up an EHIC application form from **your** local Post Office or **you** can complete this online by visiting **www.dh.gov.uk/travellers**.

If **we** agree to a claim for medical expenses (Section 2) which has been reduced because **you** used an EHIC or private health insurance, or through a reciprocal health agreement, **you** will not have to pay the **excess** for this section. If **you** do not have an EHIC, this insurance policy will still be valid.

Making a claim

To make a claim please call the Claims Helpline on **0345 677 7555**. The phone line is open 24 hours a day, 365 days a year. They will lodge **your** claim and may issue a claim form.

Fill in the claim form and return it with the relevant proof **we** need as stated here and on the claim form. All the certificates, accounts, receipts, information and evidence **you** send must be in the form **we** ask for. Always send originals and not photocopies. Please ensure **you** keep copies of any documents **you** send to **us**. **You** must pay any costs involved in providing these documents.

We may be required to contact **your** GP in the UK to check **your** medical records.

We will aim to answer all correspondence within five working days of receiving it.

We may record or monitor calls for training purposes or to improve the quality of **our** service.

Please note that **you** can only claim for costs and expenses that are not recoverable from any other source.

Please notify us of your claim as soon as possible. Any unreasonable delays in your notification may mean that we may not pay your claim or may only pay part of it.

You must supply the following proof.

If you cancel the trip

Please send **us**:

- the reason for cancelling the **trip**
- **your** booking invoice or receipt and **your** cancellation invoice
- independent written proof of the reason for cancellation.

For example, if the cancellation is due to an illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured to confirm that cancellation was medically necessary.

Cutting the trip short

Please give the reason **you** cut **your trip** short, confirming that **you** had to come **home** early. Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel. **You** must then send this with **your** claim form.

Medical and other expenses

Please send details of the illness or injury and original receipts and bills for any expenses **you** have paid.

Personal accident

Please send full details of the accident and injury.

Personal belongings, delayed baggage and winter sports equipment

Please send full details of the belongings which have been lost, stolen or damaged. **You** should also send receipts, proof of ownership, or bills for the cost of repairs. For loss or theft claims, **you** must also send a police report. If **your** belongings were lost, stolen or damaged while in the care of a carrier or handling agent, **you** must send a 'carrier's report' or 'property irregularity report' as well as the travel tickets and luggage receipts the carrier or handling agent gave **you** when **you** checked in. **You** must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and **your** belongings are now considered to be permanently lost. For delayed baggage claims, please send receipts for the replacement items **you** have bought and a 'property irregularity report'.

Money and documents

Please send full details with a police report and cash withdrawal slips or similar proof of the money **you** withdrew or that was held by **you** for business reasons.

Loss of passport

Please send a police report and any bills or receipts for travel and accommodation expenses.

Personal liability

You must send **us** any writ, summons or other legal documents as soon as **you** receive them. **You** must also give **us** any information and help **we** need to deal with the case and **your** claim. **You** must not negotiate, pay, settle, admit or deny any claim without **our** permission in writing.

Missed departure – extra travel and accommodation expenses

You must send receipts or bills for **your** expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how **you** got to the port or airport.

Travel Legal Guard

Please send full details of the accident and **your** injury.

Delay

When **you** claim **you** must ask the airline or transport company to confirm in writing:

- the cause of the delay or cancellation
- the period of the delay
- the scheduled time of departure and arrival
- the actual time of departure and arrival.

Mugging

Please send a police report and a certificate from the doctor confirming the injuries **you** received and the period **you** were in hospital receiving inpatient treatment.

Winter sports hire

Please send receipts for the cost of hiring the snowboard or skis and full details of what was lost, damaged or stolen.

Ski pack (lessons, hire and lift pass)

Give the reason for cutting short the use of **your ski pack** and send **us** a medical certificate confirming that this was necessary.

Piste closure

Please ask the relevant authority to confirm in writing that the piste was closed. **You** must also send **your** receipts for transport to the other resort and the cost of the lift pass.

Avalanche closure

You must get written confirmation from the appropriate authority that getting to or from **your** resort was not possible for the period claimed due to an avalanche or a landslide.

Dangerous activities

You are not covered for claims caused by **you** taking part in **manual work**, mountaineering, potholing, riding or driving in any kind of race, flying (except as a passenger in a fully-licensed passenger carrying aircraft) or doing any other dangerous activity. However, **we** automatically cover the activities listed below under **our** core cover and under the **winter sports** cover.

Abseiling – professionally organised & supervised	Dry slope skiing
Aerial safaris – in chartered aircraft & an organised excursion	Fell running
Angling	Fell walking – no picks or ropes
Archery – properly supervised	Fencing – amateur only
Badminton	Fishing
Banana Boat	Football – not professional, semi professional or competition or tournament
Baseball – non professional	Gliding – not piloting & subject to flying with qualified pilot
Basketball – non professional	Go-karting – up to 120cc*
Bowls	Golf
Camel riding – not racing	Gorilla trekking
Canoeing / Rafting / White water rafting – up to category 2	Gymnastics
Catamaran sailing – up to 12 miles from coast only*	Hiking / Walking / Trekking – no ropes or equipment & on recognised routes
Cave tours – when accompanied by a qualified guide	Horse riding – excluding jumping, hunting & competition
Clay pigeon shooting – organised event	Hot air ballooning – licensed operation only, not piloting
Cross-country running	Ice skating on ice – rink
Curling	Indoor climbing – at a properly organised activity centre
Cycling – transport only, excludes mountain biking and BMX	Jet boating (as a passenger only)
Deep sea fishing – game fishing	Jet skiing*
Dinghy sailing – up to 12 miles from coast only*	Kite boarding – not racing (no cover for kite damage)
Driving a car, van, lorry – excludes professional drivers. Only if the driver has the appropriate licence to do so. No cover for off-roading, track days, racing or competing*	Kite buggying – not racing (no cover for kite damage)
Driving or riding on a motorcycle or moped. Only if the driver has the appropriate licence to do so. The insured must wear a helmet. No cover for off-roading, track days, racing or competing*	Kite surfing – not racing (no cover for kite damage)
	Land skiing

Lapland trips – skidooring, husky dog sledge and reindeer sledge (all as a passenger only)	Scuba-diving – to a depth of 30 metres (increased to 40 metres if you hold a recognised diving qualification which shows you are competent to make the dive)
Marathon running – not professional	Shark diving in a cage under water – professionally supervised
Netball – not professional or semi-professional	Shooting – range only (must be adequately supervised*)
Non competitive running – not exceeding 26.2 miles	Skateboarding
Orienteering	Skin diving – see scuba diving
Paint balling/war games	Sledding
Paragliding / parascending over water – only when attached to a speedboat*	Small bore target shooting*
Passenger sledge	Snorkelling
Pony trekking	Summer tobogganing
Powabykes – up to 15mph*	Surfing
Quad biking – (including ATVs) only if wearing a helmet and protective clothing, up to 125cc, not racing or competing*	Swimming
Racket ball	Table tennis
Rambling	Ten pin bowling
Rifle range*	Trekking
Ringos	Tug-of-war
River bugging	Volleyball
River sledding	Wake boarding
Roller skating / blading / hockey – incidental	Water polo
Rounders	Waterskiing
Rowing	Wilderness walking – organised tour (recognised routes)
Safaris without guns – professional organised tours only	Windsurfing
Sail boarding	Yachting – coastal waters only – up to 12 miles from coast*
Sailing – coastal waters only – up to 12 miles from coast*	Zorbing
Sand dune surfing	

Winter sports covers:

Skiing on-piste	Curling
Skiing off-piste with a qualified instructor	Downhill skiing
Snowboarding on-piste	Heli skiing*
Snowboarding off-piste with a qualified instructor	Ice skating
Snowmobiling*	Mogul skiing
Cross-country skiing	Monoskiing
	Tobogganing

The policy may not cover **you** if **you** are going to do any activity that is not listed above, or if **you** take part in any competition. Please contact **us** to see if **we** can provide cover.

*Under Section 9 (Personal Liability), **you** will not be covered for liability caused directly or indirectly by **you** owning or using any aircraft, motorised vehicle, boat, or any form of motorised leisure equipment.

Important information

1. About the cover and conditions

This is **your** contract of insurance. It contains certain conditions in each section and general conditions on pages 47 to 49. **You** must meet the conditions or **we** will not accept **your** claim. This policy will not cover **you** for all eventualities.

2. Limit of cover

Each section of the personal insurance cover shows the most **you** can claim, but other limits may apply – for example, a separate limit exists for **valuables** under the **personal belongings** section and a separate limit exists for cash in the Money and Documents section. **We** will work out how much **we** will pay **you** for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

3. Cancelling your policy

If **you** want to cancel **your** Tesco Bank Premium Credit Card Travel Insurance **you** must also close **your** Tesco Bank Premium Credit Card account in accordance with the terms of **your** credit agreement.

If **you** want to close **your** Premium Credit Card account, please contact Tesco Bank on **0345 300 4278**.

If **your** Tesco Bank Premium Credit Card account is closed or **you** do not pay the annual fee, the travel insurance will be cancelled.

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point of purchase which may result in the risk no longer being acceptable to **us**.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover.

4. When this policy is valid

This policy provides worldwide cover for the primary cardholder, as named on the policy schedule, of the Tesco Bank Premium Credit Card, his/her spouse, cohabiting partner or civil partner and their dependent children (including grandchild, step-child and foster child) under the age of 18. All travellers must be aged 69 or under, a UK resident for at least six months and registered with a GP in the UK. This policy is not available to persons aged 70 or over and cover will cease on the first renewal date of their policy on or after their 70th birthday.

This policy confirms that insurance is available on an annually renewable basis on the terms, exceptions and conditions set out herein for the primary cardholder, as named on the policy schedule, of the Tesco Bank Premium Credit Card from the date of opening **your** Tesco Bank Premium Credit Card account and ending when **your** Tesco Bank Premium Credit Card account is closed for whatever reason or renewal is not offered, whichever is the earlier.

5. Looking after your belongings

You must look after **your personal belongings**, in particular **your valuables** and money. Many claims for loss or theft are caused by carelessness. **You** should ensure that **you** carry **your valuables**/money with **you** at all times or ensure they are secure in **your** locked accommodation, a locked safety deposit box or locked safe. If **you** do not take such steps to protect **your** property, **we** may not accept **your** claim.

6. Excesses

We will take an **excess** off each claim **you** make, per insured person, under certain sections of this insurance policy. The amount **you** will have to pay towards a claim is shown under each section. If **we** agree to a medical expenses claim (Section 2) which has been reduced because **you** have used an EHIC, or private health insurance, or through a reciprocal health agreement, **you** will not have to pay the **excess** under that section.

7. UK trips

Annual multi-trip insurance provides cover for **trips** in the **United Kingdom**, only if they include at least two nights' accommodation, which **you** must pay for and which has been pre-booked.

8. For business travel insurance

This policy will automatically cover **you** while **you** are away from **home** on a business **trip** which is for managerial, clerical or other non-**manual work**.

9. Balcony exclusion

We will not cover any claim related to **you** falling as a result of **you** climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and **you** jumping from any height (unless in an attempt to save someone's life).

10. Alcohol and drug exclusion

We will not cover any claim as a result of the following;

- (a) The effect of **your** alcohol, solvent or drug dependency or long term abuse
- (b) **You** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

11. Medicare/Medicaid

For travel to the United States of America, **we** will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare. If **you** do require medical treatment whilst in the United States of America, **you** are not required to do anything additional which is not already explained within this Policy Booklet, and the benefits and limitations contained within Section 2 and Section 3 still apply.

Personal travel insurance

Section 1a: If your trip is cancelled – up to £5,000

What is covered

You will be covered for **your** proportion of expenses **you** have paid or legally have to pay for **your** unused travel and accommodation which **you** do not use if **you** have no choice but to cancel the **trip** as a result of one of the following commencing during the **period of insurance**:

- (a) **You** death, injury or illness or that of **your** travelling companion (not including a tour leader or someone **you** have paid to provide any part of **your trip**), the person **you** are going to stay with, a **close relative** or **business associate**
- (b) **You** or **your** travelling companion being required by the police to stay at **home** as a result of burglary, or serious damage by fire, explosion, subsidence, heave, landslide, storm flooding, vandalism, fallen tree or impact by aircraft or vehicle to **your** or their **home** or usual place of business in the **United Kingdom**
- (c) **You** or **your** travelling companion being required for jury service or as a witness in a court of law in the **United Kingdom** as long as **you** became aware of the commitment after taking out this policy or booking the **trip** (whichever is later)
- (d) **You** being made involuntarily redundant if **you** are under 65 and have 2 years' continuous employment with the same employer
- (e) **You** or **your** travelling companion having agreed leave subsequently cancelled by the emergency services or armed forces, for operational reasons. This cover does not apply to cancellation of leave due to war, invasion, **acts of terrorism**, hostilities (whether war be declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event.

Note

Each **trip** is covered when **you** book it or on the start date shown on **your** Policy Schedule, whichever is later.

In the event of **your** flight being booked in conjunction with a frequent flyer programme, **we** will pay the cost of an equivalent flight to be taken within 3 months from the date of loss.

In the event of **your trip** being booked by using Clubcard points, the number of Clubcard points used to book **your trip** will be refunded to **your** Clubcard account.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
 - (a) **You** deciding **you** no longer want to travel
 - (b) A **labour dispute or protest**
 - (c) Government regulations, acts of parliament or currency restrictions
 - (d) **Your** financial circumstances or unemployment (other than involuntary redundancy if **you** are under 65 and have two years' continuous employment with the same employer)
 - (e) The tour operator, or anyone **you** have made travel or accommodation arrangements with, failing to provide the arrangements
 - (f) **Your** disinclination to travel or loss of enjoyment of **your trip**
 - (g) **You** travelling against medical advice or to get medical treatment
 - (h) **You** failing to get a valid passport or other travel documents **you** need
 - (i) **Your** suicide, attempted suicide, or intentional self injury
 - (j) Knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life).
- 2 If **you** receive compensation from someone or somewhere else, **we** will deduct this amount from **your** claim.
- 3 **We** will not pay costs which have been paid for on behalf of a person who is not insured under this policy.
- 4 **We** will not pay the first £60 (£10 for deposit-only claims) of **your** claim made. All **excesses** will be applied per insured person for each claim.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 **You** must do everything that **you** can to get to the airport, port or station **you** are leaving from on time.
- 2 If **you** do not tell the travel agent, tour operator or organisations providing transport and accommodation as soon as **you** need to cancel **your trip**, the amount **we** pay will be limited to the cancellation charges that would have applied at that time.

Section 1b: If your trip is cut short – up to £5,000

What is covered

You will be covered for **your** proportion of expenses **you** have paid or legally have to pay for travel and accommodation which **you** do not use if **you** have no choice but to cut short the **trip** and **you** return **home** for one of the reasons given below:

- 1 One of the following people is injured, falls ill or dies:
 - (a) **You** or the person **you** had arranged to travel or stay with (not including a tour leader or someone **you** have paid to provide any part of **your trip**)
 - (b) A **close relative**
 - (c) A **business associate**.
- 2 **Your home** is damaged and not fit to live in, or the police ask **you** to return because **your home** has been burgled.
- 3 **You** have to return **home** early because a **close relative** or **business associate** is seriously ill or injured or has died during the **period of insurance**, and **you** have incurred extra travel expenses as a result.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
 - (a) **You** taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
 - (b) **You** taking part in **manual work**
 - (c) **Your** suicide, attempted suicide, or intentional self-injury
 - (d) Knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
 - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
 - (f) Cosmetic or elective surgery
 - (g) **You** travelling against medical advice or to get treatment
 - (h) Medication and treatment which **you** knew **you** would need while **you** were away
 - (i) **You** deciding to cut short **your trip** due to **your** disinclination to continue **your trip**, or loss of enjoyment of **your trip**.

- 2 **We** will not pay costs which have been paid for on behalf of a person who is not insured under this policy.
- 3 **We** will not cover any claim related to **you** falling as a result of **you** climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and **you** jumping from any height (unless in an attempt to save someone's life).
- 4 **We** will not cover;
 - (a) The effect of **your** alcohol, solvent or drug dependency or long term abuse
 - (b) **You** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).
- 5 **We** will not pay the first £60 of **your** claim made. All **excesses** will be applied per insured person for each claim.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 If **you** go into hospital and are likely to be in for more than 48 hours, or if **you** have to return **home** early, someone must contact Assistance International for **you** as soon as possible.
- 2 Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3 If **you** return **home** early because of an illness, injury or death of a **close relative** or **business associate**, **you** must get a doctor's certificate confirming the illness, injury or death.
- 4 If **we** pay for **your** unused travel expenses, **we** will not pay for any additional travel expenses.

Section 2: Medical and other expenses – up to £5 million

What is covered

You will be covered for the following expenses incurred outside of the **United Kingdom**, caused by **you** becoming ill, being injured or dying during the **period of insurance**, as long as the expenses are necessary:

- 1 (a) Expenses **you** would have to pay, outside the **United Kingdom** and the country where **you** normally live, within 12 months of the start of **your** illness or injury. The expenses must be for medical, surgical or hospital charges, ambulances, nursing homes and nursing
- (b) The extra cost of returning to **your home**, including returning **you** by air ambulance if this is medically necessary

- (c) **You** extra accommodation (room only) expenses
- (d) Extra travel and accommodation (room only) expenses for one person who has to either stay with **you** or travel from the **United Kingdom** to escort **you home** if **you** are seriously ill or injured
- (e) The extra cost, above that which would be paid in the **United Kingdom**, for funeral expenses abroad or of bringing **your** body or ashes **home**
- (f) If **you** are on a business **trip** and **your** company needs to send someone to replace **you**, **we** will pay their replacement's economy class air fare or second-class rail fare to the point at which **you** were too ill to continue the business **trip**
- (g) Emergency dental treatment up to £300 for the immediate relief of pain only.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
 - (a) **You** taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
 - (b) **You** taking part in **manual work**
 - (c) **Your** suicide, attempted suicide, or intentional self-injury
 - (d) Knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
 - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
 - (f) Cosmetic or elective surgery
 - (g) **You** travelling against medical advice or to get treatment
 - (h) Medication and treatment which **you** knew **you** would need while **you** were away.
- 2 **You** are not covered for treatment or surgery which **our** medical advisers and the doctor treating **you** believe is not essential or could wait until **your** return **home**.
- 3 **You** are not covered for extra hospital costs for a single room or private accommodation.

- 4 **You** are not covered for any treatment **you** receive after **you** have returned **home**.
- 5 **You** are not covered for treatment or surgery whilst on **your trip** where the requirement for this was known prior to **your** travelling.
- 6 **You** are not covered for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Agreement.
- 7 **We** will not cover any claim related to **you** falling as a result of **you** climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and **you** jumping from any height (unless in an attempt to save someone's life).
- 8 **We** will not cover;
 - (a) The effect of **your** alcohol, solvent or drug dependency or long term abuse
 - (b) **You** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).
- 9 **We** will not pay the first £60 of **your** claim made. All **excesses** will be applied per insured person for each claim. The **excess** will not apply if **your** claim has been reduced because **you** have used an EHIC, private health insurance or through a reciprocal health agreement.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 If **you** go into hospital and are likely to be in for more than 48 hours, or if **you** have to return **home** early, someone must contact Assistance International for **you** as soon as possible.
- 2 Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3 If **you** return **home** early because of an illness, injury to or death of a **close relative** or **business associate**, **you** must get a doctor's certificate confirming this illness, injury or death.
- 4 **You** must not arrange to be taken **home** without **our** permission. **Our** medical advisers will consult the doctors treating **you** to decide whether it is necessary.
- 5 **We** may tell **you** to return if **our** medical advisers and the doctors treating **you** decide that **you** are fit to travel.
- 6 If **we** pay for any additional travel expenses, **we** will not pay for **your** unused travel expenses.

Section 3: Hospital benefit – up to £1,000

What is covered

If **you** are travelling outside the **United Kingdom** and the country **you** normally live and **you** fall ill or are injured during the **period of insurance**, **you** will receive £25 for each full 24 hours that **you** spend as an inpatient in a hospital, up to £1,000.

Note

Any amount **you** receive under this section will be on top of any amount that **you** receive under Section 2. This benefit can help **you** pay for out-of-pocket expenses such as taxi fares and phone calls paid for by **you** or someone travelling with **you** while **you** are in hospital, as these expenses are not recoverable under the terms of this insurance.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
 - (a) **You** taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
 - (b) **You** taking part in **manual work**
 - (c) **Your** suicide, attempted suicide, or intentional self injury
 - (d) Knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
 - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
 - (f) Cosmetic or elective surgery
 - (g) **You** travelling against medical advice or to get treatment
 - (h) Medication and treatment which **you** knew **you** would need while **you** were away.
- 2 If **you** are hospitalised in the **United Kingdom** and the country **you** normally live.
- 3 **We** will not cover any claim related to **you** falling as a result of **you** climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and **you** jumping from any height (unless in an attempt to save someone's life).

4 We will not cover:

- (a) The effect of **your** alcohol, solvent or drug dependency or long term abuse
- (b) **You** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

Section 4: Personal accident – up to £25,000

What is covered

If, during the **period of insurance**, **you** sustain an **accidental injury** and lose **your** sight, lose a limb, suffer **permanent total disability** or die within 12 months, directly as a result of the accident, **you** or **your** personal representatives can claim one of the following amounts:

(a) Death	£15,000
(b) Loss of one or more limbs at or above the wrist or ankle, or permanent loss of all sight in one or both eyes	£25,000
(c) Permanent Total Disability	£25,000

Note: For a person aged under 18 the maximum benefit payable under a), b) and c) above is limited to £3,500.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
 - (a) **You** taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
 - (b) **You** taking part in **manual work**
 - (c) **Your** suicide, attempted suicide, or intentional self-injury
 - (d) Knowingly or deliberately putting yourself at risk (unless **you** are trying to save someone's life)
 - (e) **You** motorcycling, as either the driver or a passenger, unless the driver holds a current licence which allows them to ride a motorcycle and **you** are wearing a helmet
 - (f) Cosmetic or elective surgery
 - (g) **You** travelling against medical advice or to get treatment
 - (h) Medication and treatment which **you** knew **you** would need while **you** were away.

- 2 **You** are not covered under this section for any claim if it was caused by medical or surgical treatment, unless it was necessary after the accident.
- 3 **You** are not covered if the accident was caused by a medical condition that existed before **your trip**.
- 4 **We** will not cover any claim related to **you** falling as a result of **you** climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and **you** jumping from any height (unless in an attempt to save someone's life).
- 5 **We** will not cover;
 - (a) The effect of **your** alcohol, solvent or drug dependency or long term abuse
 - (b) **You** being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

Condition

As well as the general conditions on pages 47 to 49, the following condition applies:

- 1 If **you** make a claim, **you** must allow **our** medical advisers to examine **you** as often as they need to. (**We** will pay any costs and **your** expenses for these examinations.)

Section 5: Personal belongings – up to £1,500

What is covered

If **you** accidentally lose **your personal belongings**, or if they are stolen or damaged, **you** can claim up to £1,500 to replace or repair them. (**We** will take an amount off for wear and tear and loss of value.) There is a limit £300 for one item, pair or set. The overall limit for **valuables** and sports equipment is £300.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for the following:
 - (a) Loss of, theft of or damage to **your personal belongings** during **your** outward or return journey if **you** do not get a written 'carrier's report', or a 'property irregularity report'. If **you** cannot report the loss, theft or damage to the carrier or handling agent straight away, **you** must do so in writing within seven days
 - (b) Loss or theft of **your personal belongings** at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
 - (c) Breakage of or damage to **fragile articles**, audio, video or computer equipment (unless the breakage or damage is caused by a malicious or criminal act), and any other loss or damage caused by the breakage

- (d) Loss or damage caused by delay, wear and tear, moths, vermin, weather conditions or mechanical failure
 - (e) Loss of, theft of or damage to food, drink or tobacco products
 - (f) Loss of, theft of or damage to mobile phones (including smart phones and mobile electronic personal communication devices)
 - (g) Loss of, theft of or damage to contact or corneal lenses, dentures, or loose precious stones
 - (h) Loss of theft of or damage to securities, deeds, documents or property held for business purposes
 - (i) Loss of, theft of or damage to **valuables** if **you** leave them in baggage which is checked in to the carrier
 - (j) Loss of, theft of or damage to **valuables** **you** are not carrying with **you** unless **you** have kept them in locked accommodation, a safe or a safety deposit box
 - (k) There is no cover for loss of, theft, or damage to **personal belongings** left in a vehicle overnight.
- 2 **Winter sports** equipment is not covered under this section (see section 17: **Winter Sports** on pages 43 to 46).
- 3 **We** will not pay the first £60 of **your** claim made. All **excesses** will be applied per Insured person for each claim.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 **You** must take care of **your** belongings and act as if **you** did not have this insurance policy.
- 2 If **your** claim involves a pair or set, **we** will only pay the value of the part of the pair or set which is lost, stolen or damaged.
- 3 **You** must keep any damaged property so that **we** can inspect it. When **we** make a payment for that property, it will then belong to **us**.

Section 6: Delayed baggage – up to £150

What is covered

If **your personal belongings** are temporarily lost on **your** outward journey, **you** can claim up to £50 for each full 12 hours **your personal belongings** are lost, up to £150 for the replacements **you** need to buy.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusion applies:

- 1 If **you** receive compensation from someone or somewhere else, **we** will take this amount off **your** claim.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 As well as getting an authorised ‘carrier’s report’ or ‘property irregularity report’ from the carrier or handling agent, **you** must also write to them within 21 days of receiving **your** property back to confirm **you** had to buy replacement items.
- 2 If **your personal belongings** are never found and **we** agree to pay for permanent loss, **we** will take off any amount **we** have already paid for delayed baggage.
- 3 Original receipts must be kept for any items purchased.

Section 7: Money and documents – up to £400

What is covered

We will repay **you** if **you** lose any of the following or they are stolen:

- Bank notes
- Coins
- Travel tickets
- Admission tickets
- The cost of replacing a Passport
- The cost of replacing qualification certificates.

Note

For cash there is a limit of £200, restricted to £100 for children under 18.

This cover starts from the time **you** get the money or documents or 72 hours before **you** leave **home** to go on **your trip**, whichever is later.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for the following:
 - (a) Loss or theft if **you** have not reported it to the police within 24 hours of discovering the loss or theft and **you** have not got a police report
 - (b) Money left in baggage which **you** have checked in to the carrier or which **you** do not keep with **you**, unless it is in locked accommodation, a safety deposit box or a safe
 - (c) Loss of travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service
 - (d) Loss of, theft of or damage to money and documents **you** are not carrying with **you** unless **you** have kept them in locked accommodation, a safe or a safety deposit box.
- 2 **We** will not pay the first £60 of **your** claim made. All **excesses** will be applied per insured person for each claim.

Condition

As well as the general conditions on pages 47 to 49, the following condition applies:

- 1 **You** must take care of **your** belongings and act as if **you** did not have insurance.

Section 8: Loss of passport – up to £250

What is covered

If **you** are travelling outside the **United Kingdom** and **your** passport is lost or stolen during the **period of insurance**, **you** will be covered for the following expenses:

- (a) Additional travel and accommodation (room only) expenses incurred as a result of having to travel to obtain a replacement passport (for example, the cost of travelling to the nearest British consulate or embassy in the country **you** are in)
- (b) The cost of the emergency replacement or temporary passport or visa.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for loss or theft if **you** have not reported it to the police within 24 hours of discovering the loss or theft and **you** have not got a police report.
- 2 **You** are not covered for any expenses arising whilst **you** are in the **United Kingdom**.
- 3 **You** are not covered for any extra travel and accommodation expenses incurred in returning to the **United Kingdom**.

Condition

As well as the general conditions on pages 47 to 49, the following condition applies:

- 1 **You** must take care of **your** passport and act as if **you** did not have this insurance.

Section 9: Personal liability – up to £2 million

What is covered

If **you** accidentally injure someone or damage someone else's property whilst on a **trip** during the **period of insurance**, **you** will be covered for **your** legal liability:

- (a) to people who do not work for **you** or with **you** and who are not **your** travelling companions or a **close relative**; and
- (b) for accidental damage to property which is not owned or being looked after by **you** or a **close relative**.

If **you** are legally responsible for accidental damage to rented accommodation, **we** will pay up to £100,000 for a single incident.

This cover includes legal expenses which **you** have paid with **our** permission.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 This section does not cover liability caused directly or indirectly by **you** owning or using any aircraft, motorised vehicle, boat or any form of motorised leisure equipment.
- 2 This section does not cover employer's liability or liability caused by **you** carrying out contracts, supplying goods and services, or doing any paid or voluntary work.
- 3 **You** will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.
- 4 **We** will not pay the first £200 of every claim to do with rented accommodation.
- 5 This section does not cover liability caused directly or indirectly by **you** owning, controlling or the use of any animal.
- 6 This section does not cover liability caused directly or indirectly by **you** owning, or the use of any firearm.
- 7 **You** will not be covered for any claim arising from any deliberate act or omission by **you**.

Condition

As well as the general conditions on pages 47 to 49, the following condition applies:

- 1 **You** must send **us** any writ, summons or other legal documents as soon as **you** receive them. **You** must also give **us** any information and help **we** need to deal with the case and **your** claim. **You** must not negotiate, pay, settle, admit or deny any claim without **our** written agreement.

Section 10: Missed departure – extra travel and accommodation expenses – up to £750

What is covered

If one of the following takes place during the **period of insurance**, **you** will be covered for the cost of extra accommodation (room only) and travel expenses to allow **you** to carry on with **your trip** if **you** arrive at **your** international or final departure point too late to board **your booked scheduled transport** which departs without **you**:

- 1 **Labour dispute or protest**, mechanical breakdown or bad weather which interrupts **your** scheduled public transport services, including booked connecting flights.
- 2 An accident or breakdown involving the car in which **you** are travelling in during the **period of insurance** and which causes **you** to arrive at the airport, port or station **you** are leaving from too late to start the journey **you** have booked.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 **You** must do all that **you** can to arrive at the airport, port or station **you** are leaving from on time.
- 2 In the case of a **labour dispute or protest**, **you** will only be covered if the dispute is announced and begins during the **period of insurance** and after **you** have booked **your trip**.
- 3 If **you** miss the departure because **your** car breaks down or **you** are involved in an accident, **you** must send **us** a repairer's report or police accident report.
- 4 The car **you** are travelling in must be roadworthy and maintained in accordance with the manufacturers recommendations.

Section 11: Catastrophe cover – up to £1,000

What is covered

We will pay you up to £1,000 for extra accommodation and transport costs **you** need to pay to move to alternative accommodation of a similar standard to that **you** originally booked, if, as a result of a **catastrophe** during **your** journey, **you** cannot use **your** accommodation.

What is not covered

- 1 Extra expenses unless **you** get a letter from the company providing accommodation, the police or **your** tour operator's representative confirming that **you** could not use **your** original accommodation.
- 2 Extra expenses which **you** are able to claim from the company providing **your** original accommodation, **your** tour operator or anywhere else.
- 3 Any expense which **you** would normally have expected to pay during **your** journey.

Section 12: Mugging – up to £750

What is covered

If **you** are travelling outside the **United Kingdom** and the country where **you** normally live and during the **period of insurance** **you** are mugged and injured and **you** have a valid claim under Section 3 – Hospital benefit, **you** will receive a further £50 for each full 24 hours that **you** spend as an inpatient in a hospital, up to £750.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusion applies:

- 1 **You** are not covered if **you** do not report the **mugging** to the police and get a report from them.

Section 13: Pet care – up to £250

What is covered

We will pay up to £250 for extra kennel or cattery fees if **your** final booked return journey **home** by aircraft, sea vessel, coach or train is delayed for more than 24 hours due to poor weather conditions, a strike, industrial action or mechanical breakdown.

You must get written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted. **You** must keep all receipts for the extra kennel or cattery fees **you** pay.

What is not covered

- 1 Any kennel or cattery fees **you** pay outside the **United Kingdom** as a result of quarantine regulations.
- 2 Any claims where **you** have not checked in for **your trip** at the final departure point at or before the recommended time.

Section 14: Travel Legal Guard – up to £25,000

Definitions

All through this section there are certain words printed in **bold**. These words have special meanings that are shown as definitions below and the policy definitions section of this policy booklet on pages 7 and 8.

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person appointed by **us** to act on **your** behalf, subject to the **DAS Standard Terms of Appointment**.

Costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**
- (b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered

As per the geographical area on **your** policy schedule.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it).

Period of insurance

The period for which **we** have agreed to cover **you**.

Preferred law firm

A law firm or barristers chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit at regular intervals. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

In all claims the prospects that **you** will recover losses or damages (or obtain any other legal remedy which **we** have agreed to), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **Reasonable prospects** will be assessed by **us** or a **preferred law firm** on **our** behalf.

We, us, our

DAS Legal Expenses Insurance Company Limited.

What is covered

Personal Injury

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** to represent **you** following a specific or sudden accident that causes **your** death or bodily injury to **you**, provided that:

- 1 **reasonable prospects** exist for the duration of the claim;
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**;
- 3 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**;
- 4 the insured incident happens within the countries covered;
- 5 the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the amount shown at the start of this section;
- 6 the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 7 in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal; and
- 8 if an award of damages is likely to be less than the cost of pursuing a legal action, the most **we** will pay an **appointed representative** in **costs and expenses** is the value of the likely award.

Legal Advice Service

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice about the other territories is provided by solicitors operating during normal office hours. **We** will arrange for them to call **you** at the most convenient time. To help **us** check and improve **our** service standards, **we** record all calls.

To make a personal injury claim or request legal advice, please call **0117 934 0171**.

Please do not ask for help from a lawyer or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

What is not covered

1 Excluded claims

- (a) Illness or bodily injury which happens gradually
- (b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- (c) Clinical negligence
- (d) Defending **your** legal rights, but defending a counter-claim is covered
- (e) Any legal action against the travel agent, tour operator or carrier
- (f) Any legal costs that **you** have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).

2 Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

3 Costs not agreed by us

Costs and expenses incurred before **our** written acceptance of a claim.

4 Costs not covered within DAS standard terms of appointment

In the event of a claim, should **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any **costs and expenses** that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

5 Court awards and fines

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

6 Legal action not agreed by us

Any legal action that **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

7 Defamation

Any claim relating to written or verbal remarks which damage **your** reputation.

8 A dispute with DAS

A dispute with **us** not otherwise dealt with under Condition 9.

9 Judicial review

Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.

10 Litigant in Person

Any claim where **you** are not represented by a law firm, barrister or tax expert.

Conditions applicable to this section

As well as the general conditions on pages 47 to 49, the following exclusions apply:

1 Observance of policy terms

You must:

- (a) keep to the terms and conditions of this section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing;
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

2 Your legal representation

- (a) On receipt of a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm** is unable to negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, **you** may choose **your appointed representative**
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This may vary from time to time
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

3 Your responsibilities

- (a) **You** must co-operate fully with **us** and the **appointed representative**
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

4 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and **you** must not negotiate or agree to a settlement without **our** written consent
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and conduct in **your** name the pursuit or settlement of any claim. **You** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all information and assistance required.

5 Assessment and recovery of costs

- (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

6 Cancellation of a representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

7 Expert Opinion

We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the experts opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8 Withdrawal of coverage

If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.

9 Arbitration

If there is a disagreement between **you** and **us** regarding handling of any claim, that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. A disagreement can also be taken to an independent arbitrator. The arbitrator will be a Barrister chosen jointly by **us** and **you**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

10 Claims under this section by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

11 Other insurances

If the insurance provided by this section is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

Data protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

We may collect personal details, including **your** name, address and, on occasion **your** medical records.

This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

Who we are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

How we will use your information

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the Information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

Section 15: Delay – up to £400 (up to £5,000 for holiday abandonment)

What is covered

If the transport on which **you** are booked as a passenger for **your** outward or return journey is delayed or cancelled due to one of the following reasons:

- A storm or serious flood
- Industrial action
- Bad weather
- Mechanical breakdown of train or sea vessel
- Grounding of the aircraft due to a mechanical or structural defect.

You will receive one of the following benefits:

- 1 Compensation of £20 for each full 12-hour period that **you** are delayed, up to a limit of £400. **We** will work out the length of the delay based on the difference between **your** scheduled time of arrival and **your** actual arrival time at **your** final destination; or
- 2 **Your** cancellation charges up to £5,000 if, after a 12-hour delay to the departure of **your** outward journey from the **United Kingdom**, **you** decide to cancel the **trip**, subject to a cancellation **excess** of £60.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** are not covered for the following:
 - (a) Any claims if this insurance starts within four weeks of the date **you** are due to leave and it is public knowledge that the journey could be delayed
 - (b) Claims caused by the tour operator, or anyone **you** have made travel or accommodation arrangements with, ceasing to trade
 - (c) Amounts **you** can get back from someone or somewhere else if **you** decide to cancel the **trip**
 - (d) **Your** disinclination to travel or loss of enjoyment of **your trip**
 - (e) The recommended closure of airspace for reasons of safety or otherwise by any government, public or local authority including but not limited to any civil or federal aviation authority.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 **You** must ask the airline or transport company to confirm in writing:
 - (a) the cause of the delay or cancellation
 - (b) the period of the delay
 - (c) the scheduled time of departure and arrival; and
 - (d) the actual time of departure and arrival.

Section 16: Hijack – up to £750

What is covered

We will pay **you** £50 for each complete 24 hour period that **you** are unable to reach **your** destination or return to **your home** because the plane, sea vessel, bus or train **you** are travelling on is **hijacked**, up to a limit of £750.

What is not covered

Please refer to the general conditions on pages 47 to 49.

Section 17: Winter sports

You will automatically be covered for up to 17 days' **winter sports** cover in any 12 month period.

You will be covered under all sections for all **winter sports** except for:

- ski racing in major events
- ski jumping
- ice hockey; and
- using bobsleighs and skeletons.

You are not covered for **winter sports** equipment under section 5 (**Personal belongings**) of this travel policy. Please see overleaf for details of cover for **winter sports** equipment. Ski-lift passes are included in the cover provided by Section 7 (Money and documents) of this travel policy.

The following extra cover is also included in **winter sports**:

Section 17a: Winter sports equipment – up to £500

What is covered

You will be covered for the replacement cost (after allowing for wear, tear and loss of value) of snowboard or skis (including bindings), boots and poles owned or hired by **you** if they are lost, stolen or damaged.

Section 17b: Winter sports equipment hire – up to £300

What is covered

If **your** own equipment is lost, stolen or damaged, **you** will be covered for the cost of hiring a snowboard or skis (including bindings), boots and poles up to £30 a day.

What is not covered for Sections 17a and 17b

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 **You** are not covered for the following:
 - (a) Loss of, theft of or damage to **your winter sports** equipment during **your** outward or return journey if **you** do not get a written 'carrier's report', or a 'property irregularity report'. If **you** cannot report the loss, theft or damage to the carrier or handling agent straight away, **you** must do so in writing within seven days
 - (b) Loss or theft of **your winter sports** equipment at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
 - (c) Loss or damage caused by delay, wear and tear, moths, vermin, weather conditions or mechanical failure
 - (d) Loss of, theft of or damage to property left in a vehicle overnight
- 2 **You** are not covered for any amount which **you** can get back from someone or somewhere else.
- 3 **You** are not covered for more than £250 for any one snowboard, or pair of skis, boots or poles.
- 4 **We** will not pay the first £60 of **your** claim made. All **excesses** will be applied per insured person for each claim. The **excess** does not apply to claims for temporary loss or hire of **winter sports** equipment under Section 17b.

Conditions for Sections 17a and 17b

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 **You** must take care of **your** belongings and act as if **you** did not have this insurance policy.
- 2 The following condition applies to claims for delayed baggage. As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, **you** must also write to them within 21 days of receiving **your** property back to confirm **you** had to buy replacement items.
- 3 **You** must keep any damaged property so that **we** can inspect it. When **we** make a payment for that property, it will then belong to **us**.

Section 17c: Ski pack (lessons, hire and lift pass) – up to £250

What is covered

If **you** fall ill or are injured during the **period of insurance**, **you** will be covered for the costs of the part of the **ski pack** which **you** cannot use.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusion applies:

- 1 **We** will not pay for **accidental injury**, illness or death caused directly or indirectly by **your** participation in the following **winter sports** – ski-racing, skijumping, off-piste skiing unless accompanied by a qualified guide or instructor, heliskiing, ice hockey, bobsleighting, the use of skeletons, toboggans or luges, freestyle skiing or competitive skiing.

Section 17d: Piste closure – up to £300

What is covered

This cover is only available for holidays starting after 10 December and ending before 30 April. If the weather prevents **you** from skiing at the resort **you** are booked into, **you** will be covered for transport costs to take **you** to a different resort and for the cost of a lift pass there, up to £300. If it is not possible to arrange transport to a different resort, **you** will receive £30 for each whole day's skiing **you** have lost, up to £300.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** will not be covered for any amount which **you** can get back from someone or somewhere else.
- 2 **You** will not be covered if this insurance starts within 14 days of going on the **trip**, unless **you** booked the **trip** at the same time.

Conditions

As well as the general conditions on pages 47 to 49, the following conditions apply:

- 1 Cover will only apply for as long as there are poor snow conditions at **your** resort.
- 2 **You** must get written confirmation from the appropriate authority to confirm that the piste was closed or that it was not possible to travel to another resort.

Section 17e: Avalanche closure – up to £350

What is covered

If **you** arrival at, or departure from, **your** resort is delayed due to an avalanche or a landslide, **you** will be covered for extra travel and accommodation expenses. **We** will pay £35 per day for each full 24 hours that **you** are delayed, up to £350.

What is not covered

As well as the general conditions on pages 47 to 49, the following exclusions apply:

- 1 **You** will not be covered if the tour operator pays for **your** extra travel and accommodation costs.
- 2 If **you** receive compensation from someone or somewhere else, **we** will take this off **your** claim.

General conditions that apply to all sections

1 If, at the time of this insurance commencing (or booking the **trip** if this was later) **your close relative, business associate** or travel companion had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a **stable condition**, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a **stable condition**, at regular intervals which have been arranged beforehand)
- had been given a **terminal prognosis**, or been told that their condition is likely to get worse in the next 12 months.

we will not pay for any claim **you** (or any insured person) make, that has anything to do with the medical condition of that **close relative, business associate** or travel companion.

2 **You** will not be covered for the following:

- (a) Any claims arising from routine treatment or care which could reasonably be expected to arise during **your period of insurance**
- (b) **You** travelling contrary to the regulations of **your** transport provider
- (c) **We** will not pay for any indirect losses, which result from the incident that caused **you** to claim. For example replacing locks if **you** lose **your** keys
- (d) If **you** receive compensation from someone or somewhere else, **we** will take this off **your** claim. This does not apply to Section 4 – Personal accident
- (e) Travel to a country or specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel to for all, or all but essential travel
- (f) Any claim caused directly or indirectly by the following:
 - i) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from a nuclear device or nuclear equipment;
 - ii) **Your** property being held, taken, destroyed or damaged under the order of any government or other authority;
 - iii) Pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound;

- iv) War, invasion, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event. (This does not apply to Section 2 – Medical and other expenses, while **you** are away from the **United Kingdom**. **You** must follow any relevant suggestions or recommendations made by any government or other authority before or during the **period of insurance**.);
 - v) **Acts of terrorism** (This does not apply to Section 2 – Medical and other expenses, while **you** are away from the **United Kingdom**. **You** must follow any relevant suggestions or recommendations made by any government or other authority before or during the **period of insurance**);
 - vi) The use, release or threat of any nuclear weapon or device or chemical or biological agent;
 - vii) The failure, or fear of failure, of equipment or computer program, whether or not **you** own it, to recognise or correctly interpret or process any date as the true or correct date, or to continue to work correctly after that date (this does not apply to Section 2 – Medical and other expenses)
 - viii) **You** taking part in any dangerous or hazardous activity unless it is specified in the policy or **we** have expressly agreed to provide cover;
 - ix) Leaving **your valuables** or money and documents **unattended**.
- (g) Any claim related to an incident that **you** were aware of at the time **you** took out this insurance and which could lead to a claim
- (h) Any claim that results from the tour operator, airline, or any other company, firm, or person not being able or not being willing to carry out any part of their obligation to **you**.
- (i) Additional expenses e.g. telephone calls, taxi fares, meals and refreshments or loss of earnings.
- 3 **You** must follow any relevant suggestions or recommendations made by any government or other authority before and during the **period of insurance**.
- 4 **You** must do all that **you** can to keep **your** claims as low as possible and to prevent theft, loss and damage.
- 5 If **you** request, and **we** agree, to pay any expenses which **you** are not covered for, **you** will be required to pay these back within a month of the end of the **period of insurance**. This will be explained to **you** in more detail should the situation arise.
- 6 If **you**, or anyone acting for **you**, deliberately make a false claim or statement, the insurance will end and **we** will not pay any claims.

- 7 **We** may take action in **your** name to get compensation or security for loss, damage or expenses covered by this insurance. **You** will not pay anything towards this action, but any amount or security handed over will belong to **us**.
- 8 If **we** have to pay any amounts under the law of another country and **we** would not usually have to pay these amounts under the policy, **you** must repay the amounts to **us**.
- 9 All the sums insured and limits set out in this policy include VAT.
- 10 If **we** pay a claim because **your trip** is cancelled, **we** will not pay a claim under any other section of the policy for the same **trip**.
- 11 If **we** agree to a medical expenses claim (Section 2) which has been reduced because **you** used an EHC or private health insurance, or through a reciprocal health agreement, **you** will not have to pay the **excess** for this section.

Signed for the insurers

A handwritten signature in black ink, appearing to read 'François-Xavier Boisseau', written over a set of horizontal lines.

François-Xavier Boisseau
CEO, Insurance
Ageas Insurance Limited

Voicing your concerns

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation. Alternatively, **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints (please include **your** policy number and claim number if appropriate).

Customer Services Advisor
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response. **We** will also let **you** know who is dealing with the matter.

We will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

We will review **your** complaint and do **our** best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman Service and further information about this can be found opposite.

If **you** feel **you** have any cause for complaint regarding the sales literature, the way in which **your** policy was sold to **you** or regarding the information and advice about **your** policy, please contact:

The Customer Relations Manager
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke on Trent
ST4 4TW

They will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman Service and further information about this can be found opposite.

If **your** complaint is concerning section 14 – Travel Legal Guard please contact DAS Legal Expenses Insurance Company Limited direct at;

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Alternatively, **you** can email them at **customerrelations@das.co.uk**

They will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman Service and further information about this can be found below.

Online Dispute Resolution (ODR)

If **you** purchased **your** policy online **you** may also be eligible to complain using the ODR service. Further information can be obtained at <http://ec.europa.eu/odr>. Please note that using the ODR service will not mean that **your** complaint is resolved more quickly than if **you** complain to **us** directly.

Contact the Financial Ombudsman Service

If the appropriate party above cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if the appropriate party has not issued their final response within eight weeks from **you** first raising the complaint, but **you** must do so within six months of the date of the summary resolution or final response letter. Please note that they will only consider **your** complaint once **you** have tried to resolve it with the appropriate party first.

You can contact the Financial Ombudsman Service at the address below:

In writing:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0800 023 4567**

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

You can also obtain information here: **www.financial-ombudsman.org.uk**

Please note that if **you** do not refer **your** complaint within the six months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

All of the insurers shown below are covered by the Financial Services Compensation Scheme (FSCS) If **we**/they cannot meet **our**/their obligations **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

Insurers

The insurers are Ageas Insurance Limited, except in relation to section 14 – Travel Legal Guard which is underwritten by DAS Legal Expenses Insurance Company Limited. Ageas Insurance Limited and DAS Legal Expenses Insurance Company are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. International Passenger Protection Limited is regulated by the Financial Conduct Authority.

Privacy Notice

To find out how Tesco Bank and Ageas manage and use your personal information, the data they hold about you, and about your data protection rights please see the privacy notice at: www.tescobank.com/travelpn or call **0345 293 9475**.

Notes

Notes

Tesco Bank Premium Credit Card Travel Insurance is provided by Ageas Insurance Limited. The Travel Legal Guard cover is underwritten by DAS Legal Expenses Insurance Company Limited. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039. Registered in England and Wales No 354568. Registered Office address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. www.ageas.co.uk DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS16NH. Registered in England and Wales. Company Number 103274. Website: www.das.co.uk. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited. Head and registered office: North Quay, Temple Back, Bristol BS16FL. Registered in England and Wales. Company Number 5417859. Website: www.daslaw.co.uk.

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