

# Policy booklet

Inside you'll find full details of  
Tesco Bank Travel Insurance

# Contents

Page

<b>Welcome to your Tesco Bank Travel Insurance Policy</b>	<b>2</b>
<b>Contract of Insurance</b>	<b>3</b>
<b>Declaration</b>	<b>4-5</b>
<b>Schedule of benefits</b>	<b>6-8</b>
<b>Definitions</b>	<b>9-11</b>
<b>Personal travel insurance – geographical limits</b>	<b>12</b>
<b>Who to contact if you need help following a Medical Emergency – Assistance International</b>	<b>12-13</b>
<b>Making a claim</b>	<b>14-16</b>
<b>Dangerous activities</b>	<b>17-19</b>
<b>Important information</b>	<b>20-22</b>
<b>Personal travel insurance:</b>	<b>23-50</b>
<b>Section 1a – If your trip is cancelled</b>	<b>23-24</b>
<b>Section 1b – If your trip is cut short</b>	<b>25-26</b>
<b>Section 2 – Medical and other expenses</b>	<b>27-29</b>
<b>Section 3 – Hospital benefit</b>	<b>29-30</b>
<b>Section 4 – Personal accident</b>	<b>30-32</b>
<b>Section 5 – Personal belongings</b>	<b>32-33</b>
<b>Section 6 – Temporary loss of belongings</b>	<b>33-34</b>
<b>Section 7 – Money and documents</b>	<b>34-35</b>
<b>Section 8 – Loss of passport</b>	<b>35-36</b>
<b>Section 9 – Personal liability – up to £2 million</b>	<b>36-37</b>
<b>Section 10 – Missed departure – extra travel and accommodation expenses</b>	<b>37</b>
<b>Section 11 – Catastrophe cover</b>	<b>38</b>
<b>Section 12 – Mugging</b>	<b>38</b>
<b>Section 13 – Pet care</b>	<b>39</b>
<b>Section 14 – Travel Legal Guard</b>	<b>39-45</b>
<b>Section 15 – Delay and holiday abandonment</b>	<b>45-46</b>
<b>Section 16 – Financial failure</b>	<b>47-48</b>
<b>Section 17 – Hijack</b>	<b>48</b>
<b>Section 18 – Golf cover</b>	<b>49-50</b>
<b>Optional cover:</b>	
<b>Section 19 – Winter sports cover</b>	<b>51-53</b>
<b>General conditions that apply to all sections</b>	<b>54-56</b>
<b>Voicing your concerns</b>	<b>57-59</b>
<b>Data Protection Notice</b>	<b>60-62</b>

# Welcome to your Tesco Bank Travel Insurance policy

Thank you for buying Tesco Bank Travel Insurance. Please read this policy when **you** buy it and before **you** leave on **your trip**.

This policy will not cover **you** for all eventualities. Please see pages 6 to 8 for a schedule of benefits and pages 23 to 57 for important information regarding conditions and exclusions.

Please refer to **your** Policy Schedule which will indicate what level of cover **you** have taken.

All words printed in **bold** in this document are defined. Please refer to the Definitions section on pages 9 to 11.

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** can make the declaration on pages 4 and 5 of this policy
- **you** can agree to condition 1 of 'General conditions that apply to all sections' (see page 54).

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

# Contract of Insurance

- 1 Tesco Bank 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 and in relation to the Financial Failure cover detailed in section 16 which is provided and administered by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd's. 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 and in relation to Financial Failure which are dealt with by International Passenger Protection Limited. The legal advice service is provided by DAS Law Limited and/or a **panel 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. International Passenger Protection Limited is regulated by the Financial Conduct 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 Declaration on pages 4 and 5. Contact **us** on **0345 293 9475** if **you** need any further help and advice.
- 4 **You** are required to take reasonable care to ensure **you** tell **us** of any facts **we** ask for in the Declaration and which could affect this insurance. If **you** do not, **you** may not be fully covered and this may result in **us** refusing a claim, or only paying part of a claim or **we** may cancel **your** insurance policy. **You** must give **us** any information which may influence **our** decision to provide or continue **your** cover or the way **we** work out **your** premium (for example, **your** health or the health of any other person insured on the policy). If **you** are not sure whether **we** need to know a particular fact, please contact **us**.
- 5 Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.
- 6 Please let **us** know if any of **your** details change, e.g. **your** name and address.

# Declaration

The Tesco Bank Travel Insurance Policy contains conditions and exclusions in relation to the health of the insured persons and the cover provided.

## Medical Exclusions

**If at the time of purchasing this policy, or whenever booking a trip (under an annual multi-trip policy), anyone insured under this policy answers ‘Yes’ to any of the following questions, this policy will not provide cover for any claim arising directly or indirectly from that condition.**

- A Has anyone been referred to and is still waiting to be seen by a hospital doctor?
- B Is anyone waiting for an operation, post operative check up, any other hospital treatment or any medical investigations, tests or test results (for anything other than pregnancy)?
- C Does anyone have a condition for which a **terminal prognosis** has been given?
- D Is anyone travelling against the advice of a doctor, or in order to obtain medical advice or treatment abroad?

## Health Questions

**At the time of taking out this policy, or whenever booking a trip (under an annual multi-trip policy) you, and each insured person must read, and be able to answer ‘No’ to the health questions (1-9).**

**If anyone insured under this policy answers ‘Yes’ to any of the questions, they must contact us on 0345 293 9474, to declare the specific condition(s) to which they answered ‘Yes’, along with all their other existing medical conditions, regardless of whether they are applicable to the health questions below, to see if cover can be provided.**

**You may have to pay an extra premium to include cover for your medical conditions.**

**You are required to take reasonable care to ensure that all answers to medical questions that you give are truthful and accurate. In the event that you do not contact us if required to do so, or you do not declare fully and accurately all existing medical conditions when contacting us we reserve the right to cancel the policy, or refuse to deal with any claim arising, or to reduce the amount of any claim paid.**

**If you are in any doubt as to how to answer any questions, please refer to your GP.**

- 1 Has anyone been admitted to hospital overnight or treated as a day-patient in the last 12 months?
- 2 Has anyone ever been diagnosed with or received any treatment or medication for any heart/ cardiac problem?
- 3 Does anyone have a breathing condition for which they take more than 2 prescribed medications, or which their medication has changed in the last 6 months?

- 4 Does anyone have a breathing condition which in the last 5 years has required either the use of supplementary oxygen or the use of a nebuliser?
- 5 Has anyone ever been diagnosed with or had treatment for any circulatory condition (including stroke, TIA, blood clots) or diabetes?
- 6 Has anyone ever been diagnosed with or had treatment for high blood pressure? (Where high blood pressure is controlled by no more than one medication and their medication has not changed in the last 6 months, this question can be answered as 'No')
- 7 Has anyone been diagnosed with or had any treatment in the last 5 years for any type of cancer, leukaemia or brain tumour?
- 8 Has anyone ever had an organ transplant, or been on kidney dialysis?
- 9 Has anyone ever had dementia, or any other psychiatric or psychological illness?

If you answered no to the above questions, any existing medical conditions will be covered by this policy, therefore please do not contact us.

## Changes to your health (applies to annual multi-trip policies only)

### Part One

If **you** health changes after **you** purchased **your** policy but before **you** travel, **you** must contact **us** immediately on 0345 293 9474, to tell **us** about these changes if because of these **you**:

- Have seen a doctor or seen or been referred to a consultant or specialist
- Have been admitted to hospital for, or are waiting to receive treatment (including surgery, tests or investigations).

**We** will then tell **you** if **we** can cover these medical conditions at no extra cost or for an additional premium.

### Part Two

If **we** cannot cover **your** medical conditions, or **you** do not want to pay the additional premium quoted, **we** will give **you** the choice of either:

- Cancelling **your** policy and receiving a proportionate/partial refund (provided that **you** have not made a claim or are about to); or
- Making a cancellation claim for any pre-booked **trips**; or
- Continuing the policy but without cover for **your** medical conditions.

## Schedule of benefits

This table indicates the limits of cover available under each section of the policy. It should be read in conjunction with **your** Policy Schedule which will confirm what level of cover **you** have taken along with details of any optional covers **you** have selected.

Section Number		Everyday Value		Standard		Finest	
		Limit	Excess	Limit	Excess	Limit	Excess
<b>Section 1 (a)</b>	If <b>your trip</b> is cancelled	£1,000	£75	£5,000	£60*	£10,000	£45*
<b>Section 1 (b)</b>	If <b>your trip</b> is cut short	£1,000	£75	£5,000	£60*	£10,000	£45*
<b>Section 2</b>	Medical and other expenses	£2m	£75	£5m	£60*	£10m	£45*
<b>Section 3</b>	Hospital Benefit	£15 per day, max £600	Nil	£25 per day, max £1,000	Nil	£50 per day, max £2,000	Nil
<b>Section 4</b>	Personal Accident (age 18-65)						
	• Loss of limbs or sight	Not available	–	£25,000	Nil	£75,000	Nil
	• Permanent Total Disability	Not available	–	£25,000	Nil	£75,000	Nil
	• Death Benefit	Not available	–	£15,000	Nil	£35,000	Nil
<b>Section 5†</b>	<b>Personal Belongings</b>	£1,000	£75	£1,500	£60*	£2,000	£45*
	• Any one item, pair or set	£200	£75	£300	£60*	£500	£45*
	• Overall <b>Valuables</b> limit	£200	£75	£300	£60*	£500	£45*
† Only applies to Everyday Value cover if you have paid the applicable additional premium to include personal belongings cover.							
<b>Section 6†</b>	Temporary loss of belongings	£50 per 12 hours, £100 max	Nil	£50 per 12 hours, £150 max	Nil	£100 per 12 hours, £300 max	Nil
† Only applies to Everyday Value cover if you have paid the applicable additional premium to include personal belongings cover.							
<b>Section 7†</b>	Money & Documents	£300	£75	£400	£60*	£500	£45*
	• Cash limit (age over 18)	£150	£75	£200	£60*	£250	£45*
	• Cash limit (age under 18)	£50	£75	£100	£60*	£150	£45*
† Only applies to Everyday Value cover if you have paid the applicable additional premium to include personal belongings cover.							

\* The **excess** shown is the **excess** payable under the policy unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will confirm whether or not **you** have taken the double **excess** option.

Section Number		Everyday Value		Standard		Finest	
		Limit	Excess	Limit	Excess	Limit	Excess
Section 8	Loss of Passport	Not available	–	£250	Nil	£400	Nil
Section 9	Personal Liability	£2m	£200	£2m	£200	£2m	£200
Section 10	Missed Departure – Extra travel and accommodation expenses	Not available	–	£750	Nil	£1,500	Nil
Section 11	Catastrophe Cover	Not available	–	£1,000	Nil	£2,000	Nil
Section 12	<b>Mugging</b>	Not available	–	£50 per 24 hours, £750 max	Nil	£100 per 24 hours, £1,500 max	Nil
Section 13	Pet Care	Not available	–	£250	Nil	£750	Nil
Section 14	Travel Legal Guard	Not available	–	£25,000	Nil	£75,000	Nil
Section 15	Delay	£10 per 12 hours, max £200	Nil	£20 per 12 hours, max £400	Nil	£30 per 12 hours, max £600	Nil
	Holiday Abandonment	£1,000	£75	£5,000	£60*	£10,000	£45*
Section 16	Financial Failure Cover	Not available	–	Not available	–	£1,500	Nil
Section 17	<b>Hijack</b>	Not available	–	£50 per 24 hours, max £750	Nil	£100 per 24 hours, £1,500 max	Nil
Section 18	Golf equipment	Not available	–	Not available	–	£1,000	£45*
	Golf equipment hire	Not available	–	Not available	–	£20 per day, max £200	Nil
	Green fees	Not available	–	Not available	–	£75 per day, max £300	Nil



Section Number		Everyday Value		Standard		Finest	
		Limit	Excess	Limit	Excess	Limit	Excess
		<b>Section 19</b>	<b>Optional Winter Sports cover</b>				
Optional Cover	<b>Winter Sports</b> equipment (owned or hire)	Not available	–	£500	£60*	£750	£45*
	<b>Winter Sports</b> equipment hire	Not available	–	£30 per day, £300 max	Nil	£40 per day, £400 max	Nil
	<b>Ski pack</b>	Not available	–	£250	Nil	£350	Nil
	Piste closure	Not available	–	£30 per day, £300 max	Nil	£40 per day, £400 max	Nil
	Avalanche cover	Not available	–	£35 per day, max £350	Nil	£50 per day, £500 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.

\*The **excess** shown is the **excess** payable under the policy unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will confirm whether or not **you** have taken the double **excess** option.

Optional Cover – subject to payment of additional premium. If **you** have paid for this optional add-on, it will be shown on **your** Policy Schedule.

# 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 and Section 16. Please refer to these individual sections for more information.

<b>Accidental injury</b>	Injury to <b>you</b> 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.
<b>Acts of terrorism</b>	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.
<b>Booked Scheduled Transport</b>	The following regular scheduled forms of transport: Train, Coach, Bus, Aircraft or Sea Vessel which run to a timetable and where <b>you</b> are a fare-paying passenger, and pre-booked Taxis.
<b>Business associate</b>	Anyone who works at <b>your</b> place of business and who needs to be in work while <b>you</b> are away so the business can run properly.
<b>Catastrophe</b>	Earthquake, Explosion, Fire, Flood, Hurricane, Typhoon, Cyclone, Lightning, Storm, Tempest, Volcanic Eruption and Tsunami.
<b>Child</b>	A person under 18.
<b>Close relative</b>	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.
<b>Couple</b>	Two adults living at the same address who are married, in a civil partnership or who are common law partners (including same sex relationships).
<b>Excess</b>	The amount(s) <b>you</b> will have to pay towards any claim. This applies to each section claimed under (if applicable), per insured person, per insured incident.
<b>Family</b>	Up to two adults under 75 living at the same address who are married or living together as if they are married, with any number of dependent children (son, daughter, grandchild, step-child, foster child) under 18 travelling with them.
<b>Fragile Articles</b>	Perishable goods, glass, antiques, works of art and china.
<b>Hijack</b>	The unlawful seizure or wrongful exercise of control of the aircraft, sea vessel, bus, train or other public transport (or crew thereof) in which <b>you</b> are travelling as a passenger.

<b>Home</b>	The address where <b>you</b> live in the <b>United Kingdom</b> .
<b>Labour dispute or protest</b>	Any form of action taken, or the threat of action, which prevents or otherwise interferes with producing goods or providing services.
<b>Manual Work</b>	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.
<b>Mugging</b>	Theft or attempted theft involving an act of violence against <b>you</b> by someone not insured on this policy which results in <b>your</b> injury and hospitalisation.
<b>Period of insurance</b>	<p>The period <b>you</b> are covered for as shown in <b>your</b> Policy Schedule. The time that cover for particular sections starts and ends is given in more detail below.</p> <ul style="list-style-type: none"> <li>• <b>For single trip insurance</b> Cancellation cover starts on the date of issue shown on <b>your</b> Policy Schedule. All other cover begins when <b>you</b> leave <b>home</b> to go on <b>your trip</b> and lasts until <b>you</b> return <b>home</b>, as long as that is within the <b>period of insurance</b> <b>you</b> have paid for.</li> <li>• <b>For annual multi-trip insurance</b> Cancellation cover starts when <b>you</b> book each <b>trip</b> or on the start date shown on <b>your</b> Policy Schedule, if this is later.</li> </ul> <p>Cover under all other sections begins when <b>you</b> leave <b>home</b> to go on <b>your trip</b> and ends when <b>you</b> return <b>home</b> from that <b>trip</b>.</p> <p>The insurance is only valid if <b>you</b> have insured the whole duration of each individual <b>trip</b>, as shown on <b>your</b> policy schedule. For annual multi-trip policies this will be a maximum <b>trip</b> duration of 31 days. This can be extended to either 45 or 60 days per <b>trip</b> if <b>you</b> are under the age of 65 at the start date of the policy. If <b>you</b> opt to extend the maximum <b>trip</b> duration, this will be shown on <b>your</b> schedule. There is no limit to the number of <b>trips</b> <b>you</b> may take.</p> <p>The start and finish dates of the <b>trip</b> must fall within the 12-month period shown on <b>your</b> Policy Schedule.</p> <p>For holidays booked during the 12-month period and that start after the end of the 12-month period, <b>we</b> will provide cancellation cover until the policy ends.</p> <p><b>We</b> will extend the <b>period of insurance</b> by up to 30 days, at no extra cost, if <b>you</b> have to stay on <b>your trip</b> longer because of events which <b>you</b> have no control over. If the transport <b>you</b> are on is <b>hijacked</b>, <b>we</b> will automatically provide worldwide cover and extend the <b>period of insurance</b> for up to 12 months without extra charge.</p>

<b>Permanent Total Disability</b>	Total and permanent disability which medical evidence confirms will prevent <b>you</b> undertaking paid work of any and every kind for the rest of <b>your</b> life.
<b>Personal Belongings</b>	Items owned entirely by <b>you</b> including <b>your</b> luggage and their contents, articles <b>you</b> are wearing or carrying with <b>you</b> including <b>your</b> valuables.
<b>Ski Pack</b>	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 <b>you</b> have booked.
<b>Stable condition</b>	A medical condition which has shown no signs of deterioration and which has not required a change or increase in medication in the last 12 months and which has not necessitated a consultation with a General Practitioner or specialist more regularly than every six months.
<b>Terminal prognosis</b>	When a doctor tells a patient that they have a condition that will eventually lead to their death.
<b>Trip</b>	<b>Your</b> holiday or business <b>trip</b> that starts and finishes from <b>your</b> home address in the <b>United Kingdom</b> . The start and finish dates of the <b>trip</b> must fall within the <b>period of insurance</b> .
<b>Unattended</b>	Where <b>you</b> are not in a position to prevent unauthorised interference with the theft or damage to <b>your</b> property.
<b>United Kingdom</b>	Great Britain and Northern Ireland, Channel Islands and the Isle of Man.
<b>Valuables</b>	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.
<b>We, our, us</b>	Ageas Insurance Limited in respect of all Sections of cover, other than Section 14 – Travel Legal Guard and Section 16 – Financial Failure cover where other definitions of this term are provided.
<b>Winter Sports</b>	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.
<b>You, your</b>	Each insured person named on the Policy Schedule who the correct premium has been paid for.

## Personal travel insurance – geographical limits

**Your** Policy Schedule will set out the geographical limits of **your** cover. Before travelling please ensure that **your trip** is within the geographical limits identified. These are based on the definitions below.

Area UK	England, Scotland, Wales and Northern Ireland including the Isle of Man.
Area EU	Europe, the Channel Islands, the Republic of Ireland, Madeira, the Canary Islands, Syria, Turkey, Tunisia, Egypt, Israel and all countries bordering the Mediterranean Sea.
Area XU	Worldwide except the United States of America, Canada and the Caribbean.
Area WW	Worldwide.

## 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: **+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: **+44 23 8064 4616**

**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 shown on the 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](http://www.dh.gov.uk/travellers).

If **we** agree to a claim for medical expenses which has been reduced because **you** used an EHIC or private health insurance, **we** will not apply 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 under all Sections of the policy other than Section 16 – Financial Failure, 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 **you** claim and issue a claim form. Please refer to Section 16 on pages 47 to 48 for details as to how to claim for Financial Failure cover.

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.

**Please do not send any documents until you send in your claim form.**

**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, temporary loss 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 temporary-loss 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

Within the policy, for example under Section 2 (Medical and other expenses), **you** are not covered for claims caused by **you** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium), **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	Driving or riding on a motorcycle or moped*
Aerial safaris – in chartered aircraft & an organised excursion	Dry slope skiing
Angling	Fell running
Archery – properly supervised	Fell walking – no picks or ropes
Badminton	Fencing – amateur only
Banana Boat	Fishing
Baseball – non professional	Football – not professional, semi professional or competition or tournament
Basketball – non professional	Gliding – not piloting & subject to flying with qualified pilot
Bowls	Go-karting – up to 120cc*
Camel riding – not racing	Golf
Canoeing / Rafting / White water rafting – up to category 2	Gorilla trekking
Catamaran sailing – up to 12 miles from coast only*	Gymnastics
Cave tours – when accompanied by a qualified guide	Hiking / Walking / Trekking – no ropes or equipment & on recognised routes
Clay pigeon shooting – organised event	Horse riding – excluding jumping, hunting & competition
Cross-country running	Hot air ballooning – licensed operation only, not piloting
Curling	Ice skating on ice – rink
Cycling – transport only, excludes mountain biking and BMX	Indoor climbing – at a properly organised activity centre
Deep sea fishing – game fishing	Jet boating (as a passenger only)
Dinghy sailing – up to 12 miles from coast only*	Jet skiing*
Driving a car, van, lorry – excludes professional drivers*	

Kite boarding – not racing (no cover for kite damage)

Kite buggying – not racing (no cover for kite damage)

Kite surfing – not racing (no cover for kite damage)

Land skiing

Lapland trips – skidooing, husky dog sledge and reindeer sledge (all as a passenger only)

Marathon running – not professional

Motorcycling – not racing or competing\*

Netball – not professional or semi-professional

Non competitive running – not exceeding 26.2 miles

Orienteering

Paint balling/war games

Paragliding / parasailing over water – only when attached to a speedboat\*

Passenger sledge

Pony trekking

Powabykes – up to 15mph\*

Quad biking – (including ATVs) only if wearing a helmet and protective clothing, up to 125cc, not racing or competing\*

Racket ball

Rambling

Rifle range\*

Ringos

River buggying

River sledding

Roller skating / blading / hockey – incidental

Rounders

Rowing

Safaris without guns – professional organised tours only

Sail boarding

Sailing – coastal waters only – up to 12 miles from coast\*

Sand dune surfing

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)

Shark diving in a cage under water – professionally supervised

Shooting – range only (must be adequately supervised\*)

Skateboarding

Skin diving – see scuba diving

Sledding

Small bore target shooting\*

Snorkelling

Summer tobogganing

Surfing

Swimming

Table tennis

Ten pin bowling

Trekking

Tug-of-war

Volleyball

Wake boarding

Water polo

Waterskiing

Wilderness walking – organised tour  
(recognised routes)

Windsurfing

Yachting – coastal waters only – up to 12 miles  
from coast\*

Zorbing

## Winter sports covers:

Skiing on-piste

Skiing off-piste with a qualified instructor

Snowboarding on-piste

Snowboarding off-piste with a  
qualified instructor

Snowmobiling\*

Cross-country skiing

Curling

Downhill skiing

Heli skiing\*

Ice skating

Mogul 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 54 to 56. **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** are not satisfied with this policy and have not taken a **trip** protected by the cover provided and; have not made a claim against the policy and; there has been no incident likely to give rise to a claim (such as the cancellation of a booked **trip**), **you** can cancel this policy within 14 days from the date **you** receive the policy wording and Policy Schedule. **We** will then refund **your** premium in full. **We** will not refund **your** premium after the 14-day period.

If **you** have a single trip policy, **we** will only refund **your** premium if the period from the date **we** issued the policy until **your** scheduled return date **home** is greater than 28 days.

For both single trip and annual multi-trip no refund of premium will be available after the 14 days. If **you** want to cancel **your** policy, please contact **us** on **0345 293 9475**.

**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/email 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.

As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full premium and **you** will not be entitled to any refund.

## 4. When this policy is valid

This policy is only valid if **you** also have a Policy Schedule showing **you** have purchased the correct level of cover and **you** have paid the premium quoted. The policy describes the cover provided for **you** and the conditions which **your** cover depends on.

## 5. One-way trips

This insurance is designed to cover a round **trip** which starts and finishes at **your** usual **home** in the **United Kingdom**. **We** may arrange insurance for one-way **trips** of up to 17 days. This is limited to the cover and conditions that would have applied if **you** had arranged to return to the **United Kingdom** at the end of the **period of insurance**.

## 6. 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 reasonable steps to protect **your** property, **we** may not accept **your** claim.

## 7. 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. If **you** have chosen to benefit from a reduced premium by taking out the double **excess** option, this will be shown on **your** schedule.

## 8. For annual multi-trips

### 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.

### Couples and families

Annual multi-trip cover for **couples** and families allows the adults covered under the policy to travel either together or separately. A **child** covered under the annual multi-trip **family** 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**.

## Winter sports

Annual multi-trip cover will provide up to 17 days' **winter sports** cover in one year if **your** schedule shows **you** have taken out **winter sports** cover and **you** have paid the premium quoted.

## Declaration

The declaration applies to each **trip** separately.

## Limits of cover

The limits of cover apply to each insured person and each insured **trip** separately.

## 9. For business travel insurance

The single trip and annual multi-trip premium will automatically cover **you** while **you** are away from **home** on a business **trip** which is for managerial, clerical or other non-**manual work**.

## 10. Eligibility

This policy is only available to persons who have been resident in the **United Kingdom** for at least 6 months prior to taking out this insurance, who have a **home** address in the **United Kingdom** and who are registered with a General Practitioner in the **United Kingdom**. **You** cannot purchase a travel insurance policy to cover a **trip you** have already started.

## 11. 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).

## 12. 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).

## 13. Automatic renewal

Automatic renewal saves **you** the worry of remembering to renew **your** policy before it ends. If you have chosen for **your** policy to renew automatically, **we** will write to **you** before **your** policy ends with full details of **your** next year's premium and policy conditions. If **you** do not want to renew the policy, all **you** need to do is call **us** to let **us** know.

# Personal travel insurance

## Section 1a – If your trip is cancelled

- **Everyday Value:** up to £1,000
- **Standard:** up to £5,000
- **Finest:** up to £10,000

### 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) **Your** 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, landslip, storm flooding, vandalism, fallen tree or impact by aircraft or vehicle to **you** 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

For single trip cover, cancellation insurance starts on the date of issue shown on **your** Policy Schedule. For annual multi-trip cover, 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 54 to 56, 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) **You** 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 If, at the time of taking out this insurance (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.
- 5 **We** will not pay the first £75 for Everyday Value cover, £60 for Standard cover or £45 for Finest cover (£10 for deposit-only claims) of **your** claim made, unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. All **excesses** will be applied per Insured person for each claim.

## Conditions

As well as the general conditions on pages 54 to 56, 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

- **Everyday Value:** up to £1,000
- **Standard:** up to £5,000
- **Finest:** up to £10,000

### 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.

### What is not covered

As well as the general conditions on pages 54 to 56, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium) 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 of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc 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 If, at the time of taking out this insurance (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.

- 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).
- 6 **We** will not pay the first £75 for Everyday Value cover, £60 for Standard cover or £45 for Finest cover of **your** claim made, unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. All **excesses** will be applied per Insured person for each claim.

## Conditions

As well as the general conditions on pages 54 to 56, 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

- **Everyday Value:** up to £2 million
- **Standard:** up to £5 million
- **Finest:** up to £10 million

### What is covered

**You** will be covered for the following expenses 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) **Your** 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.
- 2 **You** will be covered for extra travel expenses which are necessary if **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**.

### What is not covered

As well as the general conditions on pages 54 to 56, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium) 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 of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc 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 If, at the time of taking out this insurance (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.

- 8 **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).
- 9 **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).
- 10 **We** will not pay the first £75 for Everyday Value cover, £60 for Standard cover or £45 for Finest cover of **your** claim made, unless **you** have selected the double **excess** option in which case **your** **excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. All **excesses** will be applied per Insured person for each claim.

The **excess** will not apply if **you** claim has been reduced because **you** have used an EHIC or private health insurance.

### Conditions

As well as the general conditions on pages 54 to 56, 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

- **Everyday Value:** up to £600 (£15 per day)
- **Standard:** up to £1,000 (£25 per day)
- **Finest:** up to £2,000 (£50 per day)

### 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 £15 for Everyday Value cover, £25 for Standard cover, £50 for Finest cover for each full 24 hours that **you** spend as an inpatient in a hospital.

### 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 54 to 56, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium) 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 of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc 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

- **Everyday Value:** no cover
- **Standard:** up to £25,000
- **Finest:** up to £75,000

### 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:

	Standard	Finest
(a) Death (of a person aged up to 65)	£15,000	£35,000
(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 (for persons aged up to 65)	£25,000	£75,000
(c) <b>Permanent Total Disability</b> (of a person aged up to 65)	£25,000	£75,000

Note: For a person aged under 18 or over 65 years the maximum benefit payable under a), b) and c) above is limited to £3,500, applicable to both Standard and Finest cover.

### What is not covered

As well as the general conditions on pages 54 to 56, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
  - (a) **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium) 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 of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc 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:
  - (a) it was caused by medical or surgical treatment, unless it was necessary after the accident; or
  - (b) at the time of the accident, **you** were under the influence of alcohol or drugs, unless the drugs were prescribed by and taken on the instructions of a doctor (except to treat drug addiction).
- 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 54 to 56, 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

Cover	Automatically included	Cover limit
Everyday Value	No	£1,000 (if additional premium paid)
Standard	Yes	£1,500
Finest	Yes	£2,000

### What is covered

If **you** accidentally lose **your personal belongings**, or if they are stolen or damaged, **you** can claim up to the limit shown above to replace or repair them. (**We** will take an amount off for wear and tear and loss of value.) There is a limit of £200 for Everyday Value cover, £300 for Standard cover and £500 for Finest cover for one item, pair or set. The overall limit for **valuables** and sports equipment is £200 for Everyday Value cover, £300 for Standard cover and £500 for Finest cover.

### What is not covered

As well as the general conditions on pages 54 to 56, 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 optional **winter sports** insurance on pages 51 to 53).
- 3 **We** will not pay the first £75 for Everyday Value cover, £60 for Standard cover or £45 for Finest cover of **your** claim made, unless **you** have selected the double **excess** option in which case **your** **excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. All **excesses** will be applied per Insured person for each claim.

## Conditions

As well as the general conditions on pages 54 to 56, 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 – Temporary loss of belongings

Cover	Automatically included	Cover limit
Everyday Value	No	£50 per 12 hours, £100 max (if additional premium paid)
Standard	Yes	£50 per 12 hours, £150 max
Finest	Yes	£100 per 12 hours, £300 max

### What is covered

If **your personal belongings** are temporarily lost for more than 12 hours on **your** outward journey, **you** can claim up to the amount shown above for the replacements **you** need to buy.

### What is not covered

As well as the general conditions on pages 54 to 56, 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 54 to 56, 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 temporary loss.
- 3 Original receipts must be kept for any items purchased.

## Section 7 – Money and documents

Cover	Automatically included	Cover limit
Everyday Value	No	£300 £150 limit for cash, £50 cash limit for children under 18 provided additional premium has been paid
Standard	Yes	£400 £200 limit for cash, £100 cash limit for children under 18
Finest	Yes	£500 £250 limit for cash, £150 cash limit for children under 18

### 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.

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 54 to 56, 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 £75 for Everyday Value cover, £60 for Standard cover or £45 for Finest cover of **your** claim made, unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. All **excesses** will be applied per Insured person for each claim.

### Condition

As well as the general conditions on pages 54 to 56, 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

- **Everyday Value:** no cover
- **Standard:** up to £250
- **Finest:** up to £400

### 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 54 to 56, 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 54 to 56, 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 54 to 56, 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. The double **excess** option does not apply to this section.
- 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 54 to 56, 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

- **Everyday Value:** no cover
- **Standard:** up to £750
- **Finest:** up to £1,500

### 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 54 to 56, 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

- **Everyday Value:** no cover
- **Standard:** up to £1,000
- **Finest:** up to £2,000

### What is covered

We will pay **you** up to £1,000 for Standard cover and £2,000 for Finest cover 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

- **Everyday Value:** no cover
- **Standard:** up to £750 (£50 per 24 hours)
- **Finest:** up to £1,500 (£100 per 24 hours)

### 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 Standard cover and £100 for Finest cover for each full 24 hours that **you** spend as an inpatient in a hospital.

### What is not covered

As well as the general conditions on pages 54 to 56, 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

- **Everyday Value:** no cover
- **Standard:** up to £250
- **Finest:** up to £750

### What is covered

We will pay up to the amount shown above 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

- **Everyday Value:** no cover
- **Standard:** up to £25,000
- **Finest:** up to £75,000

### Definitions

The following definitions of words and terms apply to Section 14 only:

### Appointed representative

The **panel 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.



## **DAS Standard Terms of Appointment**

The terms, conditions and remuneration that an **appointed representative** must agree to prior to acting on **your** behalf, which includes a conditional fee agreement (no win, no fee) for certain types of claim.

### **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).

### **Panel law firm**

A law firm or barristers chambers chosen by **us** to provide legal services. These law firms 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**.

### **Period of insurance**

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

### **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 **panel law firm** on **our** behalf.

### **Territorial limits**

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

### **We, us, our**

DAS Legal Expenses Insurance Company Limited.

### **You/Your**

Each insured person named on the insurance schedule.

### **Our agreement**

**We** agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- 1 **reasonable prospects** exist for the duration of the claim; and
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**; and
- 3 any legal proceedings will be dealt with by a court, or other body which **we** agree to
- 4 the insured incident happens within the countries covered.

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 we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, up to the amount shown above for the level of cover **you** have selected, provided that:

- (a) 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 above in this section, depending on the level of cover **you** have purchased,
- (b) The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **panel 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.
- (c) 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. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
- (d) For an enforcement of judgement to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
- (e) If an award of damages is likely to be less than the cost of pursuing a legal action, the most **we** will pay in **costs and expenses** is the value of the likely award.

## What we will not pay

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

## Legal Advice Service

**We** provide this service 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the UK unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls. When phoning, please tell **us your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general insurance claim.

## Legal advice service                      Call 0117 934 0171

**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.

## Insured incidents

### What is covered

#### Personal injury

A specific or sudden accident which causes **your** death or bodily injury to **you**.

## What is not covered

A claim relating to the following:

- (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).

## General Exclusions

We will not pay:

### 1 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.

### 2 Costs not agreed by us

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

### 3 Court awards and fines

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

### 4 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**.

### 5 Defamation

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

### 6 A dispute with DAS

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

### 7 Judicial review

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

### 8 Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 9 Litigant in Person

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

In the event of a claim, should **you** decide not to use the service of a **panel law firm**, any **costs and expenses** that fall outside of the **DAS Standard Terms of Appointment** will be **your** responsibility

### Conditions applicable to this section

#### 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 **panel 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 **panel law firm**, **we** will give **you** choice of law firm the opportunity to act on the same terms as a **panel 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 an **appointed representative**, which may vary from time to time, is currently £100 per hour
- (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.

(d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

## 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** and court attendance and jury service 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. If the arbitrator finds in **our** favour, **you** will be responsible for the costs of arbitration.

## 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.

## 12 Applicable law

This section will be governed by the law applicable in the part of the **United Kingdom**, Channel Islands or Isle of Man in which **you** normally live. If this is not applicable, the law of England and Wales will apply.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## 13 Fraudulent claims

**We** will, at our discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

## Section 15 – Delay and holiday abandonment

- **Everyday Value:** up to £200 (£10 per 12 hours)
- **Standard:** up to £400 (£20 per 12 hours)
- **Finest:** up to £600 (£30 per 12 hours)

### What is covered (Everyday Value and Standard cover only)

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 £10 for each full 12-hour period for Everyday Value cover and £20 for each full 12-hour period for Standard cover that **you** are delayed, up to a limit of £200 for Everyday Value cover, £400 for Standard cover. **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 **You** cancellation charges (up to £1,000 for Everyday Value cover, £5,000 for Standard cover) 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 £75 for Everyday Value cover and £60 for Standard cover unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option.

### **What is covered (Finest cover only)**

If the transport on which **you** are booked as a passenger for **your** outward or return journey is delayed or cancelled for reasons which **you** (or the tour operator) cannot control, **we** will pay **you** one of the following benefits:

- 1 Compensation of £30 for each full 12-hour period that **you** are delayed, up to a limit of £600. **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 £10,000 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 £45 unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option.

### **What is not covered (Everyday Value, Standard and Finest cover)**

As well as the general conditions on pages 54 to 56, the following exclusions apply:

- 1 **You** are not covered for the following:
  - (a) Any claims if **you** took this insurance out 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) Everyday Value and Standard cover only – 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 54 to 56, 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 – Financial failure

- **Everyday Value:** no cover
- **Standard:** no cover
- **Finest:** up to £1,500

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom, who are regulated by the Financial Conduct Authority and are underwritten by certain underwriters at Lloyd's.

### Additional definitions applying to this section of cover only:

**We/us/our** – International Passenger Protection Limited.

**Insurers** – Certain underwriters at Lloyd's.

**End supplier** – Scheduled airlines, hotels, train operators including Eurostar, car ferries, villas abroad and cottages in the United Kingdom, coach operators, car hire companies, caravan sites, campsites, mobile homes, camper rentals, safaris; excursions; Eurotunnel; theme parks such as Disneyland Paris.

**Bond** – A financial obligation from the bond issuer against certain liabilities arising from bondholder's bankruptcy. For example the CAA's (Civil Aviation Authority) ATOL (Air Travel Organiser's Licence) requirement. And **Bonded** shall be interpreted in line with this definition.

**Booking agent or consolidator** – A ticket distributor as opposed to actual **end supplier** of the service.

### What is covered

If **your end supplier** becomes insolvent **we** will pay up to £1,500 for:

- 1 Irrecoverable sums paid in advance in the event of insolvency of the **end supplier** not forming part of an inclusive holiday prior to departure.
- or
- 2 In the event of insolvency after departure:
    - (a) additional pro rata costs incurred by **you** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangementsor
    - (b) if curtailment of the holiday is unavoidable – the cost of return transportation to the **United Kingdom** to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

Provided that in the case of 2a) and b) above where practicable **you** have obtained **our** approval prior to incurring the relevant costs by contacting **us** as set out below.

### What is not covered

**We** will not pay for costs arising from:

- 1 **End supplier** arrangements not booked within the **United Kingdom** prior to departure.
- 2 The financial failure of:
  - (a) any **end supplier** in Chapter 11 or any threat of insolvency being known at the time taking out this insurance



- (b) any **end supplier** who is bonded or insured elsewhere
  - (c) any travel agent, tour organiser, **booking agent or consolidator** with whom **you** have booked travel or accommodation.
- 3 Any loss for which a third party is liable or which can be recovered by other legal means.
  - 4 Any losses which are not directly associated with the incident that caused **you** to claim. For example, loss due to being unable to reach **your** pre-booked hotel following the financial failure of an airline.

### Claims Procedure for Financial Failure Cover

Any occurrence which may give rise to a claim under this section should be advised promptly and in any event within 14 days to:

International Passenger Protection Claims Office  
IPP House  
22-26 Station Road  
West Wickham  
Kent BR4 0PR

Telephone: **+44 (0)20 8776 3752**

Facsimile: **+44 (0)20 8776 3751**

Email: **info@iplondon.co.uk**

IPP will only accept claims submitted up to six months after the failure. Any claims submitted after the six month period will not be processed.

For all other claims under this policy please refer to the Claims Procedure on pages 14 to 16 of this policy.

## Section 17 – Hijack

- **Everyday Value:** no cover
- **Standard:** up to £750 (£50 per 24 hours)
- **Finest:** up to £1,500 (£100 per 24 hours)

### What is covered

**We** will pay up to the limits shown above 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**.

### What is not covered

Please refer to the general conditions on pages 54 to 56.

## Section 18a – Golf equipment

- **Everyday Value:** no cover
- **Standard:** no cover
- **Finest:** up to £1,000

### What is covered

**You** will be covered for the replacement cost (after allowing for wear, tear and loss of value) of **your** golf equipment if it is lost, stolen or damaged. The total limit for hired golfing equipment which is lost, stolen or damaged is £100.

## Section 18b – Golf equipment hire

- **Everyday Value:** no cover
- **Standard:** no cover
- **Finest:** up to £200 (£20 per day)

### What is covered

If **your** own golf equipment is lost, stolen or damaged, **you** will be covered for the cost of hiring replacement clubs as shown in the limits above.

### What is not covered for Sections 18a and 18b

As well as the general conditions on pages 54 to 56, the following exclusions apply:

- 1 **You** are not covered for the following:
  - (a) Loss, theft or damage to **your** golf 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** golf 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 or theft of or damage to property left in a vehicle overnight.
- 2 **You** are not covered for any amount **you** can get back from someone or somewhere else.
- 3 **We** will not pay the first £45 of **your** claim made under section 18a, unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. All **excesses** will be applied per Insured person for each claim.

## Conditions that apply to sections 18a and 18b

As well as the general conditions on pages 54 to 56, 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 temporary loss of **personal belongings**.  
As well as getting an authorised '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**.
- 4 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.

## Section 18c – Green fees

- **Everyday Value:** no cover
- **Standard:** no cover
- **Finest:** up to £300 (£75 per day)

### What is covered

If **you** fall ill or are injured during the **period of insurance**, or if adverse weather prevents **you** playing golf at a pre-booked course, **you** will be covered for the costs of the pre-paid green fees which **you** are not able to use as shown in the limits above.

### What is not covered

As well as the general conditions on pages 54 to 56, the following exclusions apply:

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

### Conditions

As well as the general conditions on pages 54 to 56, the following conditions apply:

- 1 **You** must get written confirmation from the appropriate authority to confirm that the golf course was closed, if due to adverse weather.
- 2 If **you** fall ill or are injured, **you** must get written evidence of **your** illness/injury in the form of a medical certificate from a registered doctor.

# Optional cover

## Section 19 – Winter sports

We will only provide this cover if **you** have paid the extra premium and **you** are under 65. If **you** have chosen the annual multi-trip cover including **winter sports**, **you** will be covered for up to 17 days' **winter sports** cover in a year.

**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 below 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 A – Winter sports equipment

- **Everyday Value:** no cover
- **Standard:** up to £500
- **Finest:** up to £750

### 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 B – Winter sports equipment hire

- **Everyday Value:** no cover
- **Standard:** up to £300 (£30 per day)
- **Finest:** up to £400 (£40 per day)

### What is covered

If **you** 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 for Standard cover and £40 per day for Finest cover.

### What is not covered for Sections A and B

As well as the general conditions on pages 54 to 56, 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 for Standard cover or £45 for Finest cover of **your** claim made, unless **you** have selected the double **excess** option in which case **your excess** will be double that shown above. **Your** Policy Schedule will indicate whether **you** have taken the double **excess** option. 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 B.

### Conditions for Sections A and B

As well as the general conditions on pages 54 to 56, 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 temporary loss of **personal belongings**. 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 C – Ski pack (lessons, hire and lift pass)

- **Everyday Value:** no cover
- **Standard:** up to £250
- **Finest:** up to £350

### 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 54 to 56, 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 D – Piste closure

- **Everyday Value:** no cover
- **Standard:** up to £300 (£30 per day)
- **Finest:** up to £400 (£40 per day)

### 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. If it is not possible to arrange transport to a different resort, **you** will receive £30 for Standard cover and £40 for Finest cover for each whole day's skiing **you** have lost.

### What is not covered

As well as the general conditions on pages 54 to 56, 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 **you** take out this insurance 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 54 to 56, 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 E – Avalanche closure

- **Everyday Value:** no cover
- **Standard:** up to £350 (£35 per day)
- **Finest:** up to £500 (£50 per day)

### What is covered

If **your** 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 either £35 per day for Standard cover or £50 per day for Finest cover for each full 24 hours that **you** are delayed.

### What is not covered

As well as the general conditions on pages 54 to 56, 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 (a) **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct (see Health Questions on pages 4 and 5). **You** must tell **us** of any changes to the Answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** Answers may mean that **your** policy is invalid and that it does not operate in the event of a claim
- (b) If, at the time of taking out this insurance (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**. (This exclusion does not apply to valid claims under Section 16 – Financial Failure, if **you** have purchased **Finest cover**).
- (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 The premium for this insurance includes insurance premium tax where necessary.
- 11 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**.
- 12 If **we** agree to a claim for medical expenses which has been reduced because **you** have used an EHIC or private health insurance, **you** will not have to pay the **excess**.

Signed for the insurers

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

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](http://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 next 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 below.

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

The Compliance Manager  
Tesco Bank Travel Insurance  
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 overleaf.

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](mailto: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.

If **your** complaint is concerning section 16 – Financial Failure Cover please contact International Passenger Protection Limited direct at;

International Passenger Protection Ltd  
IPP House  
22-26 Station Road  
West Wickham  
Kent  
BR4 0PR

Alternatively, **you** can email them at [info@iplondon.co.uk](mailto:info@iplondon.co.uk)

IPP 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;

Policyholder and Market Assistance  
Lloyd's  
One Lime Street  
London  
EC3N 7HA

Alternatively, **you** can email them at [complaints@lloyds.com](mailto:complaints@lloyds.com)

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 overleaf.

## 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 the final response, or if the appropriate party has not issued their final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once you've tried to resolve it with **us**.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

**You** can also obtain information here: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 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](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 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 and in relation to section 16 – Financial Failure which is provided and administered by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd's. 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.

# Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your personal information**.

In this notice, **we, us** and **our** means Tesco Personal Finance plc (trading as Tesco Bank) and the insurers who underwrite **your** policy (as set out under paragraph 1 of **your** Contract of Insurance) and any holding companies or subsidiaries of those insurers. **Your personal information** means any information **we** hold about **you** and any information **you** gave **us** about anyone else. **You** should show this notice to anyone else to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **our** insurance policy or it could impact **your** ability to claim.

## Sensitive information

Some of the **personal information** that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## How we use your personal information

**We** will use **your personal information** to arrange and manage **your** insurance policy and associated services, including handling underwriting and claims and issuing renewal documents and information to **you**. **We** will also use **your personal information** to assess **your** insurance application.

**We** may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **your personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**We** will share **your personal information** with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims (if the claim relates to an incident which occurs abroad **we** may transfer **your personal information** outside the European Economic Area);
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

**You** can ask for further information about **our** use of **your personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

## Preventing and detecting crime

**We** may use **your personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **your personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

## Marketing

**We** may use **your personal information** and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **your personal information** to market **our** products and services to **you** if **you** agree to this. **You** can change **your** marketing preferences at any time by contacting **us**.

Tesco Bank may access the information recorded through the use of **your** Clubcard to help **us** improve **our** service to **you** and to make **our** communications more relevant.

Tesco Bank may also share **your** information with Clubcard in connection with the operation of **your** Clubcard account, for example to allocate points, but **we** don't share more information than necessary.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Further information

**You** are entitled to receive a copy of any of **your personal information we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **your personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

**You** have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to [www.ico.org.uk](http://www.ico.org.uk)

# Tesco Bank Travel Insurance phone numbers

<b>Claims Helpline</b>	<b>0345 677 7555</b> Lines open 24 hours a day, 365 days a year
<b>Assistance International Medical Emergency</b>	<b>+44 23 8064 4633</b> Lines open 24 hours a day, 365 days a year
<b>Assistance International Medical Emergency (USA &amp; Canada)</b>	<b>011 44 23 8064 4633</b> Lines open 24 hours a day, 365 days a year
<b>Assistance International Medical Emergency (Europe)</b>	<b>00 44 23 8064 4633</b> Lines open 24 hours a day, 365 days a year
<b>Financial Failure Claims Line</b>	<b>+44 (0)20 8776 3746</b> Lines are open between 8.30am and 5pm Monday to Friday

## Find out more about our other insurance policies

<b>Car Insurance</b>	
<b>Home Insurance</b>	<b>please visit <a href="http://tescobank.com">tescobank.com</a></b>
<b>Pet Insurance</b>	

Tesco Bank Car and Home Insurance and their add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are underwritten by a select range of insurers.

Tesco Bank Pet Insurance is arranged, administered and underwritten by Royal & Sun Alliance Insurance plc.

If you have problems with your hearing or speech, contact us by  
Typetalk by adding 18001 to the start of any of the numbers in this booklet.

For your protection, telephone calls will be recorded and may be monitored.

Tesco Bank Travel Insurance is provided by Ageas Insurance Limited. The Travel Legal Guard cover is underwritten by DAS Legal Expenses Insurance Company Limited. The Financial Failure cover is provided by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd's. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 354568. Registered office address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. 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 BS1 6NH. Registered in England and Wales. Company Number 103274. Website: [www.das.co.uk](http://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 BS1 6FL. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk). Registered in England and Wales. Company Number 5417859.

 Please recycle me