

YOUR TRAVEL INSURANCE POLICY

Reference Number: Betersafe BT180/02

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

If **you** have an emergency during **your trip**

If **you** require medical treatment outside **your home country**

If **you** have to return early to **your home country**

Please phone 00 44 (0) 343 658 0342 or 00 44 (0) 1293 652842 and quote **your** policy number.

These lines are open 24 hours a day.

Global Response, the emergency assistance company will provide help if you are ill or injured outside your home country. They provide a 24-hour emergency service 365 days a year.

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

OUTPATIENT TREATMENT

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

HOW TO MAKE A CLAIM ON YOUR RETURN

Claims under Section A - Travel Cover

Contact Global Response calling 0343 658 0345 or email travelclaims@global-response.co.uk

Claims under Section B - Optional Gadget Cover

Contact Trent-Services (Administration) Ltd on 01285 626020 or email claims@trent-services.co.uk

IMPORTANT HEALTH REQUIREMENTS FOR ALL INSURED PERSONS

You will not be covered under this policy for any claims arising directly or indirectly from a **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** in writing for cover. Call us on 0343 658 0300, to declare your **pre-existing medical condition** and confirm if cover is available.

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

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

1. **You** must inform **us** if **your** state of health changes prior to travelling. **We** have the right to increase **your** premiums or refuse to cover **you** on **your trip**.
2. **You** must be fit to undertake **your** planned trip.
3. **You** must not travel against medical advice (or would be travelling against medical advice had you sought medical advice prior to travel) or with the intention of obtaining medical treatment or consultation abroad.
4. **We** will not cover **you** for any **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** for cover in writing.
5. **We** will not cover **you** if **your** state of health was worse than **you** declared to **us** at the time **you** purchased this policy.
6. **We** will not cover **you** for any undiagnosed symptoms for which **you** are awaiting investigations/consultations.
7. If **you** are on a waiting list for treatment or investigation, **you** are not covered if **you** have to cancel or **curtail your trip** because an appointment or treatment becomes urgently available. **You** will also not be covered for medical claims overseas which are directly or indirectly related to this condition.

RECIPROCAL HEALTH AGREEMENTS

European Union

If **you** are travelling to countries in the European Union, Iceland, Liechtenstein, Norway or Switzerland, **you** should take a European Health Insurance Card (EHIC) with **you**. This does not apply to residents of the Isle of Man or the Channel Islands. **You** can apply online for **your** EHIC at <https://www.gov.uk/european-health-insurance-card> or by calling the automated EHIC application service on 0300 3301350. **Your** application should be completed and validated before **you** travel. This will allow **you** to benefit from the reciprocal health arrangements, which exist within these countries. **You** should take reasonable steps to use these arrangements where possible.

If **we** agree to a claim for medical expenses which has been reduced by **you** using an EHIC **you** will not have to pay the **excess** amount under the Medical Expenses Section. Where it is necessary for **you** to provide evidence of the medical costs incurred, this must show that the medical fee has been reduced by use of the EHIC.

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

When **you** are travelling to Australia and **you** have to go to hospital, **you** must enrol for treatment under the National Medicare Scheme.

The **United Kingdom** also has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at www.nhs.uk/NHSEngland/

CONTENTS

Section	Page	Section	Page
What to do in the Event of a Medical Emergency.....	1	Cancellation And Curtailment.....	6
Outpatient Treatment.....	1	Emergency Medical and Repatriation Expenses.....	7
How to Make a Claim On Your return.....	1	Personal Possessions And Baggage.....	7
Important Health Requirements For All Insured Persons.....	1	Personal Money.....	8
Reciprocal Health Agreements.....	1	Loss Of Passport.....	8
Summary Of Cover.....	2	Travel Delay On Your Outward Journey.....	8
Bettersafe Insurance.....	3	Missed Departure On Your Outward Journey.....	8
The Insurers.....	3	Personal Accident.....	8
Important Information.....	4	Personal Liability.....	8
Eligibility Criteria.....	4	Legal Expenses.....	9
Non-Travelling Relatives.....	4	Optional Additional Cover To Section A.....	9
Trip Duration Limits.....	4	Optional Excess Waiver.....	9
Geographical Locations.....	4	Optional Maximum Trip Duration Increase.....	10
Pregnancy & Childbirth.....	4	Optional Winter Sports Cover.....	10
Cover.....	4	Winter Sports Cancellation Or Curtailment.....	10
Your Premium.....	4	Skis, Ski Equipment & Ski Pass.....	10
Your Duty Of Disclosure.....	4	Piste Closure.....	10
How To Make A Claim.....	4	Avalanche Or Landslide.....	10
Fraud.....	5	Ski Hire.....	10
Complaints.....	5	Optional Sports And Activities Cover.....	10
Financial Services Compensation Scheme.....	5	Optional Cruise Upgrade & Cruise Pack.....	11
Data Protection.....	5	General Conditions Applicable To All Sections.....	12
Meaning Of Words.....	5	General Exclusions Applicable To All Sections.....	12
Your Cover.....	6	Section B - Optional Gadget Cover.....	12
Section A - Travel Cover.....	6		

SUMMARY OF COVER

Cover <small>Per person unless otherwise shown.</small>	Standard Cover		Premier Cover		Premier Plus Cover	
	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim
Cancellation and Curtailment	£1,000	£130	£2,000	£110	£5,000	£100
Emergency Medical and Repatriation Expenses*	£3,000,000	£130	£5,000,000	£110	£10,000,000	£100
Emergency Dental Treatment	£250	£130	£250	£110	£500	£100
Hospital Benefit	£25 per complete 24 hours of inpatient treatment (up to £500)	Nil	£25 per complete 24 hours of inpatient treatment (up to £500)	Nil	£25 per complete 24 hours of inpatient treatment (up to £500)	Nil
Personal Possessions and Baggage	£750	£130	£1,000	£110	£2,000	£100
• Single Item Limit	£100		£150		£300	
• Valuables Limit	£100		£150		£300	
• Delayed Baggage	£50 for each full 12 hour delay (Max £100)	Nil	£75 for each full 12 hour delay (Max £150)	Nil	£75 for each full 12 hour delay (Max £150)	Nil
• Cash Limit	£100	£130	£100	£110	£200	£100
Loss of Passport	£150	£130	£150	£110	£250	£100
Travel Delay	£10 for each full 12 hour delay (Max £100)	Nil	£20 for each full 12 hour delay (Max £200)	Nil	£20 for each full 12 hour delay (Max £200)	Nil
Missed Departure	£500	£130	£750	£110	£1,000	£100
Personal Accident • Permanent Total Disablement	£10,000	Nil	£10,000	Nil	£25,000	Nil
• Loss of Limb(s) / Eye(s)	£10,000	Nil	£10,000	Nil	£25,000	Nil
• Death	£10,000	Nil	£10,000	Nil	£25,000	Nil
Personal Liability	£1,000,000 per policy	£130	£2,000,000 per policy	£110	£2,000,000 per policy	£100
Legal Expenses	£15,000 per policy	£130	£25,000 per policy	£110	£25,000 per policy	£100

Optional Winter Sports Cover						
Loss or damage to ski equipment (owned)	£500	£130	£500	£110	£1,000	£100
• Single Item Limit	£250	NA	£250	NA	£500	NA
Loss or damage to ski equipment (hired)	£250	£130	£250	£110	£300	£100
Ski Hire	£20 per complete 24 hours (Max £200)	Nil	£20 per complete 24 hours (Max £200)	Nil	£20 per complete 24 hours (Max £200)	Nil
Ski Pack	£75 per complete 24 hours (Max £300)	Nil	£75 per complete 24 hours (Max £300)	Nil	£75 per complete 24 hours (Max £300)	Nil
Piste Closure	£20 per complete 24 hours (Max £200)	Nil	£20 per complete 24 hours (Max £200)	Nil	£20 per complete 24 hours (Max £200)	Nil
Delay due to avalanche or landslide	£25 per complete 24 hours (Max £250)	Nil	£25 per complete 24 hours (Max £250)	Nil	£25 per complete 24 hours (Max £250)	Nil

Cover Per person unless otherwise shown.	Standard Cover		Premier Cover		Premier Plus Cover	
	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim
Optional Cruise Pack						
Missed port departure	£2,000	£130	£2,000	£110	£2,000	£100
Cabin confinement	£25 per complete 24 hours. (Max £500)	Nil	£25 per complete 24 hours. (Max £500)	Nil	£25 per complete 24 hours. (Max £500)	Nil
Cruise itinerary change	£100 per port (Max £300)	Nil	£100 per port (Max £300)	Nil	£100 per port (Max £300)	Nil
Unused excursions	£500	£130	£500	£110	£500	£100

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

SECTION B - OPTIONAL GADGET COVER SUMMARY

Level of Cover	Number of Gadgets Covered	Total Replacement/Repair Value for all Gadgets	Excess
LEVEL ONE	3 Gadgets	£1,000	£50
	Single Article Limit	£1,000	£50
	Unauthorised calls, texts and data use	£100	£50
	Single Article Limit for Laptop	£1,000	£50
LEVEL TWO	5 Gadgets	£2,000	£50
	Single Article Limit	£1,000	£50
	Unauthorised calls, texts and data use	£100	£50
	Single Article Limit for Laptop	£2,000	£50
LEVEL THREE	7 Gadgets	£3,000	£50
	Single Article Limit	£1,000	£50
	Unauthorised calls, texts and data use	£100	£50
	Single Article Limit for Laptop	£2,000	£50

BETTERS SAFE INSURANCE

This policy has been arranged by Bettersafe which is a trading style of Commercial and General Limited, who is authorised and regulated by the Financial Conduct Authority, FCA number 300001. The policy is administered by Rock Insurance which is a trading style of Rock Insurance Services Limited (ROCK). Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). ROCK's FCA registration number is 300317.

You can check the regulatory status of Bettersafe and ROCK by visiting <http://www.fca.org.uk/register> or by telephoning 0800 111 6768. ROCK is the administrator of this policy and has brought together a number of different insurers to provide the following benefits.

THE INSURERS

The insurer details provided below can be checked on the Financial Services Register by visiting: www.fca.org.uk or contacting the Financial Conduct Authority on 0800 111 6768.

INSURER DETAILS FOR SECTION A - TRAVEL POLICY

This insurance is underwritten by Bulstrad Life Vienna Insurance Group JSC authorised and regulated by the Financial Conduct Authority (company number 628779) 6 Sveta Sofia Street, 1000 Sofia, Bulgaria and ZAD Bulstrad Vienna Insurance Group subject to limited regulation by the Financial Conduct Authority (company number 602489) 5 Pozitano Circus, 1000 Sofia, Bulgaria.

INSURER DETAILS FOR SECTION B - GADGET COVER

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

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

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. The administrator is Rock Insurance Services Limited. They will help **you** with any questions **you** may have and help **you** with any changes **you** need to make to **your** insurance. Please also contact them if any details in **your certificate of insurance** are incorrect and they will arrange for a corrected insurance certificate to be issued to **you**. **You** can contact them at: Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ, 0800 091 2832, admin@gadgetbuddy.com.

IMPORTANT INFORMATION

ELIGIBILITY CRITERIA

- This policy is only available to residents of the **United Kingdom**.
- Insurance cannot be purchased once **your trip** has commenced and must be purchased whilst in the **United Kingdom**.
- A family policy is for the main **insured person**, his/her spouse, Civil Partner or Common Law Partner, and up to four of their dependent children under 18 years of age (in full-time education and residing with them). For annual multi-trip policies, each insured adult can travel independently. All members of the family must live at the same address.
- A couple policy is for 2 adults in a relationship, living at the same address.
- Cover is only provided for **trips** in the **United Kingdom** if **you** have a minimum of two nights' pre-booked and pre-paid accommodation.
- **Your trip** must start and end in the **United Kingdom** and **you** must have a return ticket.
- If **you** are a **United Kingdom** resident living in Northern Ireland and **your** travel itinerary requires **you** to use Republic of Ireland departure/arrival points, **your** cover will be as if you were still travelling from Northern Ireland.

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

- **You** reside outside of the **United Kingdom**;
- **You** are over the age of 85 years old when **you** purchase a Single Trip policy;
- **You** are over the age of 79 when **you** purchase an Annual Multi-trip Policy;
- **You** require cover for a Cruise and have not paid the appropriate extra premium;
- **You** require Winter Sports cover but are over the age of 64, or **you** have not paid the appropriate extra premium;
- **You** are not registered with a General Practitioner in **your home country**.

ADDITIONAL ELIGIBILITY CRITERIA APPLICABLE TO SECTION B - OPTIONAL GADGET COVER.

- **You** reside in the **United Kingdom**;
- **Your** electronic equipment is less than 6 years old (except for laptops which must be less than 15 months old) at the commencement date of the policy.

NON-TRAVELLING RELATIVES

This policy will NOT cover any claims under Cancellation or **Curtailed** arising directly or indirectly from any **medical condition** known to **you** prior to the start of **your period of insurance**, and before booking **your trip** affecting any **close relative**, travelling companion, or person **you** are going to stay with on **your trip** if:

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

TRIP DURATION LIMITS

Single Trip Policies: 365 days if **you** are aged up to 65 years old. If **you** are 66 or over single **trips** are limited to 31 days.

Annual Multi-trip Policies: Any number of **trips** in the policy year but limited to 31 days per **trip** unless the relevant **trip** extension has been purchased and is detailed on **your certificate of insurance**.

You must pay the appropriate premium for the full number of days for **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid. If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **you** are able to return.

Single Trip Policies can only be booked up to 365 days in advance of **your trip**.

Annual Multi-Trip Policies cannot be booked more than 90 days before the start date shown on **your certificate of insurance**. Please note that cancellation cover will not commence until that date.

GEOGRAPHICAL LOCATIONS

Home Country
The **United Kingdom**.

Europe
Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, including Spain,

The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the **United Kingdom**, the **United Kingdom** shall be considered as Europe.

Worldwide, excluding USA, Canada, Caribbean and Mexico

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

Worldwide, including USA, Canada, Caribbean and Mexico

Means anywhere in the world.

Please note:

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

PREGNANCY & CHILDBIRTH

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Emergency Medical & Repatriation for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is only provided under the Emergency Medical & Repatriation Expenses, and Hospital Benefits section of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure you read the definition of **complications of pregnancy and childbirth** given under the Meaning of Words.

COVER

This wording provides full details of all **your** cover.

The policy covers all persons named on the **certificate of insurance** for whom the premium has been paid.

This policy wording contains all possible levels of cover on offer. Sections of cover that apply to **your** policy will depend on **your** choice of cover, upgrade options and the premium **you** have paid and will be shown on **your certificate of insurance**.

If **you** are in any doubt about any aspect of this policy wording please contact **us** using the telephone number on **your certificate of insurance**.

YOUR PREMIUM

ROCK collects and holds insurance premiums as an agent of the insurer. **We** do not charge a fee for arranging **your** policy. However, administrative fees may be applicable if **you** wish to receive **your** documents by post or **you** require an amendment to **your** policy at a later date.

YOUR DUTY OF DISCLOSURE

It is vital that **you** answer any questions in relation to arranging or administering this insurance policy honestly and accurately. **You** must take reasonable care not to make any misrepresentation because inaccurate answers may result in a claim being declined.

HOW TO MAKE A CLAIM

Please contact the following should **you** need to make a claim:

Claims under Section A – Travel Cover:

Contact Global Response calling 0343 658 0345 or email travelclaims@global-response.co.uk

Claims under this section must be submitted within 28 days of **your** return home.

Outpatient Treatment

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

Claims under Section B – Optional Gadget cover:

You must:

1. Notify Trent - Services (Administration) Ltd as soon as possible after any incident likely to result in a claim under this insurance ;
Trent - Services (Administration) Ltd,
Trent House,
Love Lane,
Cirencester,
Gloucestershire
GL7 1XD
Telephone: 01285 626020
Email: claims@trent-services.co.uk
Fax: 01285 626031

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

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

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

CANCELLATION OF YOUR POLICY

We hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel this policy, should it not meet **your** needs, within 14 days from either the date of purchase or receipt of **your certificate of insurance**, whichever is later, and provided that **you** have not already travelled.

If **you** do decide to cancel the policy during the 14 day cooling off period then **your** premium will be refunded in full, provided no claims have been made or no incidents have occurred that may give rise to a claim. Should **you** decide to cancel after the 14 day cooling off period no refund will be given.

We may cancel this policy at any time if **you** have not paid **your** premium or if there is reasonable evidence that **you** misled us or attempted to do so. By this **we** mean, if **you** are dishonest or use fraudulent means to benefit under this policy or if **you** give any false declaration or make a deliberate misstatement when applying for this cover or when making or supporting **your** claim.

We will contact **you** by email and tell **you** at your last known email address if **we** cancel **your** policy, or by letter if **we** do not hold an email address for **you**.

FRAUD

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

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

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

Then **we** will:

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

COMPLAINTS

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

The Compliance Manager,
ROCK Insurance Group,
Griffin House,
135 High Street,
Crawley,
West Sussex,
RH10 1DQ
Email: admin@rockinsurance.com

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

The Complaints Department,
Global Response Ltd,
Regus House,
Falcon Drive,
Cardiff
CF10 4RU
Email: customerservices@global-response.co.uk
Phone: 00 44 (0) 2920 468793

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

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London
E14 9SR
Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

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

For complaints regarding Optional Gadget Cover please read the details in that section of cover.

FINANCIAL SERVICES COMPENSATION SCHEME

ROCK is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. Further information can be obtained from the Financial Services Compensation Scheme by visiting their website at www.fscs.org.uk.

Whilst ROCK monitors the financial strength of the insurers with whom **we** place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. **We** cannot, therefore, guarantee the solvency of any insurer or underwriter. **You** may not be able to obtain a refund of premium in these circumstances.

DATA PROTECTION

Any information that you have given to ROCK will be used for the administration of your policy. The information that you have provided will be shared with the following parties:

- The insurers of the policy, Zad Bulstrad Vienna Insurance Group and Bulstrad Life Vienna Insurance Group JSC, to obtain a premium if **your** quote requires referral to them. The personal information that will be shared with the insurer at this time will be **your** name, **your** contact details and any medical history as declared to **us** by **you**.
- If **you** purchase a product with ROCK, **your** information will be shared with the insurer of the policy to underwrite **your** policy.
- In the event of a claim **your** personal information will be shared with the insurer and their appointed emergency assistance company and/or claims administrator. Details of these organisations are stated within this policy terms and conditions.
- The Financial Conduct Authority and/or other regulatory/governing bodies for the purposes of compliance monitoring and to prevent and detect fraud.

We reserve the right to disclose personally identifiable information in order to comply with the law, applicable regulations and government requests. **We** also reserve the right to use such information in order to protect **our** operating systems and integrity as well as other users.

Any third parties employed by **us** to process **your** data on **our** behalf are subject to contractual obligations to protect the security of **your** data.

These activities are carried out within the UK and European Economic Area (EEA), and outside the EEA. The data protection laws and/or the agreements **we** have entered into with the receiving parties in relation to the processing of data outside the EEA provide a similar level of protection to the laws and/or agreements **we** have entered into within the EEA.

You are entitled, on request, to a copy of the personal information ROCK holds about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in ROCK's privacy policy which can be accessed through links on **your** insurance certificate). Please let **us** know if **you** think any information held about **you** is inaccurate, so that it may be corrected.

MEANING OF WORDS

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

Act of terrorism: any illegal actions, whether individual or collective, which involve the use of force against persons or property, performed for the purposes of achieving ideological, political, economic or religious goals, where such actions concurrently bring about a state of chaos, instill fear in the general population or result in a disruption of public life.

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

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

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

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

Curtail/Curtailment: Return early to **your home** after the commencement of the **outward journey**.

Excess: The first amount of a claim that **you** must pay as detailed in the travel insurance summary of cover.

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

Holiday services: Pre-booked, pre-paid elements of the **trip** including car hire, airport parking and excursion tickets.

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

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

Insolvency or Financial Failure: An event causing the cancellation of all or part of **your trip** happening after **you** purchased this insurance which results in the **scheduled airline** no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

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

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

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

Manual work: Physical labour involving the use of tools or machinery or working at heights of over two metres (nursing and bar-work are not considered to be **manual work**).

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

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

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

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

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

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

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

Pre-existing medical condition: Any **medical condition** where **you** have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which **you** are currently on a waiting list for treatment or investigation;

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

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

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

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

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

United Kingdom: England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under Geographical Limits where Channel Islands and the Isle of Man are considered to be part of Europe.

Unattended: When **you** cannot see and are not close enough to **your** property to prevent unauthorised interference or theft of **your** property unless left in a safety-deposit facility.

Valuables: Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment and any

computer equipment (including software), furs, or leather clothing (apart from footwear).

You/Your: Each **insured person** named in the **certificate of insurance**.

We/Us/Our: The relevant insurer under each section of this policy.

YOUR COVER

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

SECTION A - TRAVEL COVER

CANCELLATION AND CURTAILMENT

What you are covered for

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

1. the death, **bodily injury**, illness or being subject to quarantine of **you**, a **close relative** or any person **you** have arranged to travel or stay with during **your trip**; or
2. **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court); or
3. **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked; or
4. **your home** being made uninhabitable due to accidental damage, burglary, flooding or fire;
5. the police requesting **your** presence following burglary or attempted burglary at **your home**; or
6. **your** passport, or the passport of any person **you** were intending to travel with, being stolen during the 7 days before the start date of **your** booked **trip**; or
7. **you**, or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services, the nursing profession or a government employee being ordered to return to duty.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is necessary;
3. normal pregnancy, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
4. claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared and accepted by **us** in writing for cover;
5. any claims arising directly or indirectly from any **medical condition** affecting a non-travelling relative if;
 - a terminal diagnosis had been received; or
 - if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or; or if during the 90 days immediately prior to the start of the **period of insurance** they had:
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication.
6. any extra charges from the company **you** booked with because of **your** failure to notify them immediately it was found necessary to cancel;
7. claims arising from prohibitive regulations by the government of any country;
8. theft of a passport which has not been reported immediately to the relevant authority;
9. travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
10. accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
11. any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, **holiday services** provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
12. any circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
13. disinclination to travel or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'What you are covered for';
14. **you** being self-employed or accepting voluntary redundancy;
15. any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
16. anything mentioned in the General Exclusions.

EMERGENCY MEDICAL AND REPATRIATION EXPENSES

What you are covered for

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

1. emergency medical and surgical treatment in the nearest appropriate hospital, including **medical practitioner** fees, hospital expenses and ambulance costs;
2. dental treatment for the relief of pain or difficulty eating only;
3. reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if **you** have to be accompanied **home** or if **you** are a child (under the age of 18) and require an escort **home**;

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

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

SPECIAL CONDITIONS

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

If **you** are taken into hospital or **you** think that **you** may have to **curtail** or extend **your trip** because of illness or a **bodily injury**, the emergency assistance company must be told immediately (see important contact numbers). **You** must contact **us** before incurring costs. Costs above £500 not authorised by **us** will not be covered. If **you** are physically unable to contact **us**, someone else must contact **us** on **your** behalf within 48 hours.

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

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

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. costs in excess of £500 which have not been authorised by **us** in advance;
3. any treatment, investigations or tests in a private hospital or private clinic unless authorised and agreed by **us**;
4. treatment which takes place within **your home country**;
5. claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared and accepted by **us** in writing for cover;
6. any sums which can be recovered by **you** and which are covered under any National Insurance Scheme, Reciprocal Health Arrangement or Private Health Insurance;
7. normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
8. costs incurred for:
 - a) surgery or medical treatment which in the opinion of the attending **medical practitioner** and the emergency assistance company **medical practitioner** can be reasonably delayed until **your** return to **your home country**;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
 - c) preventative treatment which can reasonably be delayed until **your** return to **your home country**;
9. claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
10. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests;
11. the cost of any treatment not directly related to the illness or **bodily injury** which necessitated **your** admittance into hospital;
12. any additional hospital costs arising from single or private room accommodation unless medically necessary;
13. expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
14. costs that arise more than 12 months after a claim was first notified;
15. any claim arising directly or indirectly from **your** participation in any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
16. anything mentioned in the General Exclusions.

HOSPITAL BENEFIT

What you are covered for

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

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. treatment which takes place within **your home country**;
3. claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared to **us** and accepted by **us** in writing for cover;
4. normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
5. claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
6. hospitalisation for any elective (non-emergency) treatment or surgery, including exploratory tests;
7. hospitalisation for any treatment not directly related to the **medical condition** or **bodily injury** which necessitated **your** initial admittance into hospital;
8. hospitalisation as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
9. anything mentioned in the General Exclusions.

PERSONAL POSSESSIONS AND BAGGAGE

What you are covered for

1. **We** will pay up to the amount shown in the summary of cover for the value or cost of repair of any of **your own personal possessions** (not hired, loaned or entrusted to **you**) which are lost, stolen, damaged or destroyed (after making allowance for wear and tear and depreciation).
2. **We** will pay up to the amount shown in the summary of cover for the cost of buying replacement necessities if **your** baggage is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier to confirm this.

SPECIAL CONDITIONS

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

Receipts will be necessary in the event of a claim.

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

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

What you are NOT covered for

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

PERSONAL MONEY

What you are covered for

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

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims arising from **you** not exercising reasonable care for the safety and supervision of **your money**;
3. loss or theft unless **you** have reported the loss or theft to the nearest police authority within 24 hours of discovery and have obtained a written police report;
4. loss or theft of **your money** left **unattended** in a public place, or a place to which members of the general public have access;
5. **money** stolen from an **unattended** vehicle;
6. any depreciation in value or exchange rates;
7. anything mentioned in the General Exclusions.

LOSS OF PASSPORT

What you are covered for

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

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

What you are NOT covered for

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

TRAVEL DELAY ON YOUR OUTWARD JOURNEY

This section does not apply to **trips** within **your home country** and only applies to delays on **your outward journey**.

What you are covered for

AIRPORT LOUNGE ACCESS

If the flight on which **you** are booked to travel is delayed by at least four hours as a result of:

1. **strike or industrial action** provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed;
2. adverse weather conditions;
3. mechanical breakdown or technical fault of the aircraft.

We will provide access to an airport lounge, where available. Lounge access will become available on the announcement of a minimum four-hour delay, not, for example, two consecutive two-hour delays.

You must have access to a mobile device so that **you** can receive an SMS message in order to gain access to the lounge.

To take advantage of this benefit **you** will need to call the 24-hour access phone number: +44 (0)1689 892252

You will need to quote **your** policy number and flight details. If **your** claim is valid **you** will then be sent an SMS message which will give **you** access to an airport lounge for the duration of **your** delay.

There may be occasions when this benefit is unavailable:

- If the lounge is closed when the delay occurs - during the night, for instance.
- If the lounge is at full capacity.
- If **you** or another **insured person** fail to meet the lounge terms and conditions such as dress code or minimum age.

TRAVEL DELAY BENEFIT

If **you** chose not to, or are unable to take advantage of airport lounge access, we will pay **you**:

1. up to the amount shown in the summary of cover if the international departure of the **public transport** on which **you** are booked to travel is delayed by at least 12 hours; or
2. up to the amount shown under the Cancellation section of this policy in the summary of cover if **you** abandon the **trip** after a delay to **your** outward

flight, sea crossing, coach or train departure from **your home country** of more than 12 hours beyond the booked departure time;

as a result of:

- a) **strike or industrial action** provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed;
- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. any claim if **you** have not checked in before the recommended check-in time;
3. any claim if **you** have not obtained written confirmation from the carrier stating the duration and the cause of the delay;
4. any claims arising from withdrawal from service of the **public transport** on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
5. anything mentioned in the General Exclusions.

MISSED DEPARTURE ON YOUR OUTWARD JOURNEY

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

What you are covered for

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

1. the vehicle **you** are travelling in to reach **your** international departure point breaking down or being involved in an accident; or
2. the **public transport you** are using to reach **your** international departure point being delayed, resulting in **you** arriving too late to commence **your** booked **trip**.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims where **you** have not allowed sufficient time to get to **your** international departure point to catch the booked **public transport**;
3. the **public transport** provider's failure unless **you** get a letter from the provider confirming that the service did not run on time;
4. the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
5. breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
6. any delay caused by a riot, civil commotion, **strike or industrial action** which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
7. anything mentioned in the General Exclusions.

PERSONAL ACCIDENT

What you are covered for

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

1. death;
2. **loss of limb**;
3. total and permanent **loss of sight** in one or both eyes; or
4. **permanent total disablement**.

SPECIAL CONDITIONS

For persons over 75 at the time of the accident the death benefit will be limited to £1,500 and there will be no cover for **permanent total disablement**.

What you are NOT covered for

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

PERSONAL LIABILITY

What you are covered for

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

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

SPECIAL CONDITIONS

You or **your** legal representatives must give **us** written notice immediately **you** receive notice of any prosecution or inquest in connection with any circumstances which may give rise to a claim under this section.

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

Every document issued to **you** must be forwarded to **us** immediately upon receipt.

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

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

What you are NOT covered for

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

LEGAL EXPENSES

What you are covered for

We will pay up to the amount shown in the summary of cover for **legal expenses** to bring a claim for damages or compensation against a third party, if **you** suffer an incident that results in **bodily injury**, death or illness caused by a third party during the **trip**.

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

Legal Expenses:

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

Legal Representative:

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

SPECIAL CONDITIONS

1. Written consent must be obtained from **us** prior to incurring **legal expenses**. This consent will be given if **you** can satisfy **us** that:
 - a) there are reasonable (as determined by **our legal representative**) grounds for pursuing the claim or legal proceedings; and
 - b) in the opinion of **our legal representative** the prospects of success and of recovering damages/enforcing a judgment is at least 51%.
2. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
3. If **you** are successful in any action, any **legal expenses** provided by **us** must be reimbursed to **us**.
4. **We** may at **our** discretion assume control at any time of any claim or legal proceedings in **your** name for damages and or compensation from a third party.
5. **We** may at **our** discretion offer to settle a claim with **you** instead of initiating or continuing any claim or legal proceedings for damages and or

compensation from a third party. Any such settlement will be full and final in respect to the claim.

6. **We** may at **our** discretion offer to settle a counter-claim against **you** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.
7. Only the costs incurred by a **legal representative** approved or appointed by **us** will be covered.
8. **We** shall have complete control over the legal proceedings through **legal representatives we** nominate up to the point where proceedings are issued at which point **you** are free to nominate a suitably qualified person, although **we** do not have to accept them.
9. Any **legal representative** will be appointed by **us** to represent **you** according to **our** standard terms, which may include a Conditional Fee Agreement or a Contingency Fee Agreement.
10. **You** must cooperate fully with **us** and the **legal representative** and follow their advice and provide any information and assistance required by them within a reasonable timescale.
11. **We** will have direct contact with the **legal representative** and **you** must authorise them to disclose any information or documentation **we** may ask for.
12. If **we** ask, **you** must have any legal costs taxed, assessed or audited.

What you are NOT covered for

1. the **excess** as shown in the summary of cover;
2. any claim **we** or **our legal representatives** believe is not likely to be successful or if **we** think the costs of taking action will be more than any award or the prospects of success and of recovering damages/enforcing a judgment is likely to be less than 51%;
3. any claim reported to **us** more than 3 months after incident which led to the claim;
4. **legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**;
5. **legal expenses** incurred before receiving **our** prior written approval;
6. **legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
7. **legal expenses** incurred for any claim or legal proceedings brought against:
 - a) a travel agent, tour operator, carrier, insurer or their agent;
 - b) a holiday accommodation provider;
 - c) **us**, **you**, or any company or person involved in arranging this policy;
 - d) any person named on this policy;
8. fines, compensation or other penalties imposed by a court or other authority;
9. **legal expenses** incurred after **you** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by **our legal representative** to be reasonable or **you** not accepting an offer from **us** to settle a claim;
10. **legal expenses** which **we** consider to be unreasonable or excessive or unreasonably incurred (as determined by **our legal representative**);
11. **legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.
12. any claim relating to:
 - a) an illness which gradually develops and is not caused by a specific or sudden event;
 - b) the driving of a motor vehicle for which **you** had no valid insurance;
 - c) judicial review or coroner's inquest;
 - d) defending **your** legal rights, except for the defence of any counterclaim.
13. any claim where **legal expenses** are based directly or indirectly on the amount of compensation awarded and specifically which is capable of being pursued under a Contingency Fee Agreement;
14. **legal expenses** incurred in any claim which is capable of being pursued under a Conditional Fee Agreement;
15. **legal expenses** incurred if an action is brought in more than one country;
16. anything mentioned in the General Exclusions.

OPTIONAL ADDITIONAL COVER TO SECTION A

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

OPTIONAL EXCESS WAIVER

This section of cover is only applicable if **you** have paid the appropriate premium and is noted in **your certificate of insurance**.

The **excess** is reduced to nil except where stated. This benefit must be purchased at the same time as buying **your** policy.

Note: In the event of an injury occurring during the course of voluntary **manual work**, the **excess** under the section Medical & Repatriation Expenses will be increased to £250 and the application of the **Excess Waiver** will not delete this increased **excess**.

OPTIONAL MAXIMUM TRIP DURATION INCREASE

Your policy can be extended to increase the maximum trip duration on an annual multi-trip policy from 31 to 62 consecutive days for an additional premium if **you** are under the age of 65.

OPTIONAL WINTER SPORTS COVER

If **you** are an Annual Multi-trip policy holder, **you** are entitled to 17 days winter sports cover if **you** are under 65 and have paid the appropriate additional premium.

If **you** are a Single trip policy holder this upgrade will be shown on your certificate of insurance.

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

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

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

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

Kite snowboarding	Snow carting
Snow go karting	Snowmobiling
Skidoo	Snowmobile safari

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

Aerial skiing	Ski or ski bob
Air boarding	Ski race training
Biathlon	Ski racing
Bobsleigh	Ski randonee
Freestyle skiing	Ski stunting
Heli skiing or heli boarding	Ski touring
Ice climbing	Ski yawing
Ice diving	Skiing/snowboarding off piste (outside local ski patrol guidelines/ outside recognised and authorised areas)
Ice fishing by snowmobile	
Ice holing	
Ice marathon	
Ice speedway	Snow biking
Nordic skiing	Snow cat driving
Paraskiing	Snow kiting
Ski acrobatics/aerials	Snow parascending
Ski jumping	Tandem skiing
Ski mountaineering	Use of skeletons

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

If **you** are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call **our** Travel Helpline as quoted on **your certificate of insurance**.

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

WINTER SPORTS CANCELLATION OR CURTAILMENT

What you are covered for

If **you** have a valid claim under the Cancellation and **Curtailed** section, in addition to the benefits shown under that section **we** will pay up to the amount shown in the summary of cover for the cost of deposits **you** cannot recover, or payments **you** have made (or contracted to pay) for unused ski pass or ski school fees.

What you are NOT covered for

- anything mentioned in the exclusions relating to the Cancellation or **Curtailed** section;
- anything mentioned in General Exclusions.

SKIS, SKI EQUIPMENT & SKI PASS

What you are covered for

In addition to the **Personal Possessions** and Baggage section **we** will pay up to the amount shown in the summary of cover if:

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

SPECIAL CONDITIONS

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

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

What you are NOT covered for

- anything mentioned in the exclusions relating to the **Personal Possessions** and Baggage section;
- anything mentioned in the General Exclusions.

PISTE CLOSURE

What you are covered for

If during a **trip you** are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because adverse weather conditions cause a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers) **we** will pay up to the amount shown in the summary of cover:

- for all reasonable travel costs and lift pass charges **you** have to pay to travel to and from a similar area to ski; or
- as a cash benefit payable if no suitable alternative skiing is available.

What you are NOT covered for

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

AVALANCHE OR LANDSLIDE

What you are covered for

If, following avalanches or landslides, access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed we** will pay up to the amount shown in the summary of cover for reasonable extra accommodation and travel expenses to enable **you** to reach an alternative site. Evidence of limited access will be required.

What you are NOT covered for

Anything mentioned in the General Exclusions.

SKI HIRE

What you are covered for

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

What you are NOT covered for

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

OPTIONAL SPORTS AND ACTIVITIES COVER

Category A sports are automatically covered under **your** policy. Category B, C and D sports will be covered upon payment of an additional premium. Payment for additional categories includes coverage for all preceding categories (e.g. if **you** pay Category D **you** will be covered for A, B and C also) and will be noted on **your certificate of insurance**.

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

Cover for the following activities is included providing it is not the main purpose of **your trip**, and is for non-competitive recreational or amateur purposes only

during **your trip**. When participating in **your activity you** must ensure that it is adequately supervised and appropriate safety equipment is worn/used at all times.

Activity	Category	Conditions
Abseiling	C	
Aerobics	A	
Archery	A	
Badminton	A	
Basketball	A	
Bowls	A	
Bungee Jump	B	No Personal Accident cover
Camel/Elephant Riding	B	
Camogie	B	
Canyoning	D	
Cricket	A	
Cycling	A	No Tours. No Personal Liability cover
Cycle touring	C	
Deep Sea Fishing	B	
Dog Sledging	B	
Dry slope Skiing	C	
Fell walking, rambling & trekking	A	Up to 2,000 metres altitude
Fishing	A	
Football	A	
Go Karting	B	Up to 120cc. No Personal Liability cover
Golf	A	
Gymnastics	B	
Hang Gliding	D	
Hiking	A	Up to 2,000 metres altitude
Hiking	B	Between 2,000 and 6,000 metres altitude
Hockey	B	
Horse riding within tour organisers guidelines and safety helmet worn at all times	D	No Polo, Hunting, Jumping or Racing
Hot Air Ballooning	B	As a passenger only
Hydro Zorbing	B	
Hurling	B	
Ice Hockey	D	
Ice-skating	A	Rink only
Land Yachting	D	
Martial Arts	B	Training only
Motorcycling	B	Over 50cc and under 250 cc - no racing as a rider or passenger when wearing a helmet provided the rider holds an appropriate UK motorcycle licence to ride the motorcycle. No Personal Liability cover
Mountain biking	C	Excluding competition/racing
Parachuting	D	Tandem only – no cover for solo
Paragliding	C	
Parasailing	C	
Parascending	C	No Personal Liability cover
Racket ball	A	
Rafting, canoeing and kayaking	B	including white water up to grade 3. No Personal Liability cover
Rafting, canoeing and kayaking	C	including white water up to grade 4. No Personal Liability cover
Rafting, kayaking and canoeing	A	No white water
Rambling	A	
Roller skating	A	
Rounders	A	
Rugby	B	
Safari	B	Not involving use of firearms (not walking safari)
Sand Boarding	C	
Sand Yachting	C	
Scuba Diving	A	To a depth of 18 metres
Scuba Diving*	D	Depth of between 18 and 30 metres if BSAC, PADI, DIWA, SSI or SAA member

Activity	Category	Conditions
Sea Canoeing	B	
Show Jumping	D	
Skateboarding	A	
Snooker, pool and billiards	A	
Snorkelling	A	
Squash	A	
Surfing	A	No Personal Liability cover
Swimming	A	Must be undertaken in a pool, inland waters or coastal waters within a 12 mile limit from land
Table tennis	A	
Tennis	A	
Trekking	B	Between 2,000 and 6,000 metres altitude
Triathlon – Road Bike	B	
Volleyball	A	
Water polo	A	
Water skiing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Windsurfing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Work Abroad	D	No Personal Liability or Personal Accident cover. Manual work will be ground level only and involving no wild animals or no machinery.
Yachting, boating, sailing and rowing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover

*When **you** have paid the appropriate additional premium for Scuba diving at any depth the following endorsement applies:

SCUBA diving to a maximum depth of 30 metres will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **you** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/ cave/wreck diving; are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any **medical condition** likely to impair **your** fitness to dive.

OPTIONAL CRUISE UPGRADE & CRUISE PACK

The core benefits of this policy do not provide any cover for cruise holidays unless **you** purchase the cruise upgrade. **Your** policy can be extended to cover cruise holidays and the extra cruise pack upon payment of the appropriate extra premium.

MISSED PORT DEPARTURE

What you are covered for

We will pay up to the amount shown in the summary of cover for necessary and reasonable travel and accommodation expenses required to reach **your** booked cruise at the next embarkation point, if **you** are unable to get to **your** booked departure port due to:

1. the vehicle **you** are travelling in to reach **your** booked departure port breaking down or being involved in an accident; or
2. the **public transport you** are using to reach **your** international departure point being delayed, resulting in **you** arriving too late to commence **your** booked **trip**;
3. **strike or industrial action** or adverse weather conditions.

SPECIAL CONDITIONS RELATING TO CLAIMS

You must allow sufficient time for the scheduled **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. **strike or industrial action** existing or publicly declared by the date this insurance is purchased or the date **your trip** was booked, whichever is the later;
3. the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
4. breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
5. any claims arising from withdrawal from service temporarily or otherwise of the **public transport** on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;

- additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements;
- additional expenses where **your** planned arrival time at the port is less than 3 hours in advance of the sail departure time if **you** are travelling independently and not part of an integrated cruise package;
- anything mentioned in the General Exclusions.

CABIN CONFINEMENT

What you are covered for

We will pay up to the amount shown in the summary of cover when **you** are confined to **your** cabin by the ship's medical officer for medical reasons.

What you are NOT covered for

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

ITINERARY CHANGE

What you are covered for

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

What you are NOT covered for

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

UNUSED EXCURSIONS

What you are covered for

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

What you are NOT covered for

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

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
- If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
- In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
- You** must take all reasonable steps to recover any lost or stolen article.
- You** must take all reasonable steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy. **You** must act as if **you** are not insured.
- We** will make every effort to provide all services stated in this document. Remote geographical locations or unforeseeable adverse local conditions may affect normal service.
- We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.
- If any claim is found to be fraudulent in any way this policy will not apply and all claims related or subsequent to the fraud will not be paid.
- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

We will not pay anything directly or indirectly caused by:

- your** suicide, deliberately injuring **yourself**, being under the influence of

- drugs (unless prescribed by a doctor) or alcohol, alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
- you** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life;
- you** fighting, except in self-defence;
- air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- consequential loss of any kind unless specifically provided for within this policy (for example, but not limited to, loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost);
- loss or damage to any property and expense or legal liability directly or indirectly caused by:
 - ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel or;
 - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- loss or damage arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
- any **act of terrorism** (this exclusion does not apply to Emergency Medical and Repatriation Expenses or Personal Accident claims);
- you** riding on a motorcycle with an engine capacity in excess of 250cc or of any engine size if **you** fail to wear a crash helmet or have not paid the appropriate additional premium;
- you** riding on a quad bike;
- you** driving a motor vehicle or riding a motorcycle without an appropriate licence or when not insured under a motor insurance policy;
- any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
- winter sports of any kind (unless the appropriate premium has been paid);
- any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
- your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised against all, or all but essential travel;
- claims arising from **your** wilful, malicious or unlawful acts;
- a **pre-existing medical condition** not declared to and accepted by **us** in writing;
- you** driving, or in charge of a vehicle where **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
- circumstances which **you** knew about before **you** purchased this insurance or at the time of booking **your trip** (whichever is the earlier) which could result in a claim;
- your** failure to meet the eligibility criteria under this policy.

SECTION B - OPTIONAL GADGET COVER

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

If **you** have purchased Annual Multi-**trip** policy, **you** are covered when taking part in **Trips** for up to 31 days during the **Period of insurance** when **you** have paid the appropriate additional premium. Please note that the **Excess Waiver** upgrade **ONLY** relates to the travel policy. This cannot be applied to the Gadget insurance upgrade.

CERTIFICATION OF COVER

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

INTRODUCTION

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

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

WHERE AND WHEN COVER APPLIES

Period of this Policy

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

Operative time and geographical area

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Home: **Your** usual place of residence in the **UK**, Channel Islands or Isle of Man.

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

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

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

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

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

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

UK: England, Scotland, Wales and Northern Ireland.

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

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

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

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

What is covered:

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

BASIS OF COVER

A. Accidental Damage

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

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

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

B. Theft

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

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

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

C. Breakdown

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

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

D. Liquid Damage

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

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

E. Unauthorised Calls, Texts or Data Use

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

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

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

REPLACEMENT CONDITION

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

or the equivalent value taking into account the age and condition of the original item of **electronic equipment** subject to the following depreciation scale:

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

What is not covered:

1. Repairs or any other costs for:
 - a) cleaning, inspection, routine servicing or maintenance;
 - b) Loss or damage arising from a manufacturer's defect or recall of the **electronic equipment**;
 - c) replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d) any repairs carried out without prior authorisation from **us**;
 - e) wear and tear to the **electronic equipment** and/or gradual deterioration of performance;
 - f) **Cosmetic damage**.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
3. Any claim made, or any event causing the need for a claim to be made, which occurred prior to the **commencement date** of the **period of insurance**.
4. Any claim for a mobile phone or iPhone which has not been used for its core purpose since the inception of **your** policy, or since it was added to **your** policy, as verified by **your** airtime provider.
5. Any claim arising whilst **you** are not on **holiday**.
6. Any repair or replacement if a SIM card registered to **you** was not in the insured mobile phone or **electronic equipment** at the time of the **accidental damage, theft, breakdown**, or liquid damage.
7. Any expense incurred arising from not being able to use the **electronic equipment**, or any costs other than the repair or replacement costs of the **electronic equipment**.
8. **Accidental damage, theft, breakdown** or liquid damage to **accessories** of any kind.
9. Any **breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, Accessories or associated equipment to correctly recognise and process any calendar date or time.
10. Reconnection costs or subscription fees of any kind.
11. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
12. Items purchased from an on-line auction site unless from a **UK** VAT registered company.
13. Any costs for loss or damage to information or data or software contained in or stored on the **electronic equipment** whether arising as a result of a claim paid by this insurance or otherwise.
14. Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this policy.
15. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.
16. Value Added Tax (VAT) where **you** are registered with HM Revenue & Customs for VAT.
17. Claims arising from **terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
18. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
19. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
20. Claims for any **electronic equipment** used in connection with **your** profession or trade.
21. Any **electronic equipment** more specifically insured elsewhere.
22. Any claim if **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.
23. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
24. However, in the event that a peril listed below results from any of the matters described in paragraph (23) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril. Listed Perils - Fire, Explosion.

POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to one claim per insured peril (Sections A, B, C, D and E) during any single **period of insurance**. Cover is limited to one replacement per **period of insurance** per item, up to the amount specified in the Summary of Cover table.
2. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.
3. This insurance only covers **electronic equipment** purchased in the **UK**, the Isle of Man and the Channel Islands. Cover includes the use of the **electronic equipment** for the period and destination shown on **your** insurance certificate. Any repairs or replacements must be carried out in the **UK** by repairers or retailers approved by **us**.
4. The **electronic equipment** must be less than 6 years old (except for laptops which must be less than 15 months old) at the **commencement date** of the insurance, with valid **proof of purchase**. All items must have been purchased as new from a VAT registered company and must be in full working order at the **commencement date** of this policy.
5. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to: take care to supply accurate and complete answers to all the questions **we** or Rock Insurance Services may ask as part of **your** application for cover under the policy; to make sure that all information supplied as part of **your** application for cover is true and correct and; to tell **us** of any changes to the answers **you** have given as soon as possible. Failure to provide answers in line with the requirement of the act may mean that **your** policy is invalid and that it does not operate in the event of a claim.
6. **You** must provide **us** with any receipts, **proof of purchase** or documents to support **your** claim as requested. All **proof of purchase** must include the make and model of the **electronic equipment** and must be in **your** name. If **we** do not receive the documents **we** have requested from **you** or if any documents submitted by **you** are not acceptable to **us**, it may delay **your** claim or **we** may decline to pay **your** claim.
7. **You** must take all precautions to prevent any damage to **your electronic equipment**.
8. If **electronic equipment** is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc), **you** must notify such carrier immediately and obtain a copy of their report.
9. **We** will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. Please note that it may be necessary for **us** to contact **your** Airtime Provider in order to validate **your** claim.
10. This cover is limited to one replacement per insured item per **period of insurance**.
11. Cover for **your electronic equipment** applies to **you** as the person who purchased the policy and **your immediate family**.
12. The benefits of this policy cannot be transferred to someone else or to any other **electronic equipment** without **our** written permission.

CANCELLATION

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

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

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

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

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

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

MAKING YOURSELF HEARD

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens

we want to hear about it so **we** can try to put things right. If **you** have cause for complaint it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

Complaints regarding the sale of the policy:

Please contact:

Rock Insurance Services Limited,
Griffin House,
135 High Street,
Crawley
West Sussex
RH10 1DQ
Telephone: 0800 091 2832
Email: Admin@gadgetbuddy.com

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

Customer Relations Department,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds
LS10 1RJ
Telephone: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

Complaints regarding claims:

Trent - Services (Administration) Ltd,
Trent House,
Love Lane,
Cirencester,
Gloucestershire
GL7 1XD
Telephone: 01285 626020
Email: claims@trent-services.co.uk
Fax: 01285 626031

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

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

Customer Relations Department,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds
LS10 1RJ
Telephone: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.