







## 2019 Insurance Policy Wording

## Important declaration

An insurance policy can only provide cover in respect of an event/occurrence which is sudden, unforeseen and beyond **Your** reasonable control. Any facts known to **You**, prior to purchasing this cover and also between the date of purchase of this policy and the date of travel which could possibly result in **You** having to make a claim, must be disclosed to **Us** otherwise **You** may not be covered or may be subject to revised terms and conditions and possible medical screening additional premium.

In addition, anyone named under the policy must have read and understood the following relating to Existing Medical Conditions:

#### **EXISTING MEDICAL CONDITIONS**

Your policies may not cover claims arising from your medical conditions. If you answer 'yes' to any of the questions below then you must declare the relevant conditions to us.

Full cover is available under this policy. If your answers to any of the above change

to YES during the period of insurance, please contact us on 0203 829 6637.

+44 (0)203 829 6637

The medical screening helpline may be contacted between 08.00 and 20.00 Monday to Friday and 09.00 to 17.00 on Saturdays. So that we can ensure you are provided with the best cover we can offer please read and answer the following questions carefully and accurately: Please see page 2 for policy definition of **Existing Medical Condition**.

Have you or anyone insured under this policy ever been diagnosed or received treatment for:	If you have answered yes to the questions on the left you must tell us, in order to obtain cover for your medical condition(s), although
Any type of heart or circulatory condition?	an increased premium or excess may be required to do so.
Any type of stroke or high blood pressure?	To enable us to consider your change in health of your medical condition(s) please contact Travel Administration Facilities on:
Any type of breathing condition (such as Asthma)?	<b>0203 829 6637</b> 8am-8pm Monday- Friday, 9am-5pm Saturday
Any type of Cancer (even if now in remission)?	Should we require any additional premium, and you accept our offer, this should be paid to Travel Administration Facilities, and sent within 14 days of
Any type of Diabetes?	YES our offer. If your existing medical condition would require an additional premium to be covered and you choose not to declare it, we reserve the right to decline a claim relating to this condition, unless
Any type of irritable bowel disease?	otherwise agreed by us in writing. Full confirmation of our terms and conditions will be sent out to your address after your call. Any additional medical
Has your doctor altered your regular prescribed medication in the last 3 months?	conditions not declared to us will not be covered.  If your answer changes to 'yes' at any point after the purchase of this policy you must call to inform us of
In the last 2 years - have you, or anyone who is insured under this policy, been treated for any serious or re-occurring medical condition, asked to take regular prescribed medication, or referred to a specialist or consultant at a hospital for tests, diagnosis or treatment?	this change in health to ensure you are fully covered for your trip.
NO	
Are you or anyone who is insured under this policy waiting for any tests, treatment or a non-routine hospital appointment?	YES

### BE AWARE!

We are unable to provide cover for any claim arising as a result of an existing medical condition of a non-travelling close relative, the person you are intending to stay with, or a business associate or friend, or any known or recognised complication of or caused by the existing medical condition.

## Important declaration

You will be advised whether the Pre-Existing Medical Condition may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and You elect to take up the offer of the additional cover, You will be given a medical screening reference number and a letter will be sent to You upon receipt of payment. Any additional premiums must be paid directly to the medical screening company and not the company You are arranging Your travel insurance with.

Should **You** not wish to take advantage of the optional terms quoted by the medical helpline, cover for the **Medical Condition** in question will be excluded. If there is a change to **Your** health which arises between the date of purchasing the policy and the planned date of departure please contact Healthcheck for further advice, in order to establish if the change in **Your** health will affect **Your** cover under this insurance.

There is no cancellation or curtailment cover for a **Pre-Existing** 

Medical Condition of persons not necessarily travelling but upon whom travel depends, such as a Close Relative, unless disclosed to Healthcheck and additional cover agreed.

## Definitions of a Pre-Existing Medical Condition:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a Close Relative) have ever received treatment (including surgery, tests or investigations by Your doctor or a consultant/specialist or prescribed drugs/medication).
- b) Any Medical Condition for which You (or any other person not necessarily travelling but upon whom travel depends such as a Close Relative) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months or taking prescribed drugs/medication.

Please also see General Exclusion 8 for additional details of other excluded **Medical Conditions**.

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us. You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out and make changes to **Your** policy.

If the information provided by You is not complete and accurate:

- 1. We may cancel Your policy and refuse to pay any claim, or
- 2. We may not pay any claim in full, or
- 3. We may revise the premium and/or change any excess, or
- 4. The extent of cover may be affected.

## Single trip policy

## Dear traveller

Thank you for purchasing **Your** travel insurance from **Us**. Please take the time to read **Your** policy documents carefully to ensure that **You** understand what is, and what is not covered. If **You** should have any queries, or if **You** require additional cover, please contact our customer services team who will be happy to helo **You**.

#### The insurers

This insurance is arranged by Travel & General Insurance Services & underwritten by Travel Insurance Facilities and Insured by Union Reiseversicherung AG, UK. Travel Insurance Facilities are authorised and regulated by the Financial Conduct Authority. Union Reiseversicherung AG are authorised by BaFin and subject to limited regulation by the Financial Conduct Authority.

#### Call monitoring and recording

Telephone calls may be monitored or recorded in order to improve customer service and to prevent and detect fraud.

#### Complaints procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

#### Complaints regarding Sale Of The Policy:

Please contact your agent who arranged the Insurance on your behalf. If your complaint about the sale of your policy cannot be resolved by the end of the third working day, your agent will pass it to: Customer Insights Manager, URV, 1 Tower View, Kings Hill, West Malling, ME19 4UY, call on 0203 829 6604 or email complaints@tifgroup.co.uk.

#### **Complaints regarding Claims:**

Customer Insights Manager, URV, 1 Tower View, Kings Hill, West Malling, ME19 4UY, call on 0203 829 6604 or email complaints@tifgroup.co.uk.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0800 023 4567 or 0300 123 9123

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

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

#### **FSCS Compensation Scheme**

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

# Schedule of cover

Sums Insured		Per Person Up to	Excess	
Section A	Cancellation or Curtailment	UK/Europe £2,500 Worldwide £5,000	£150 * †	
Section B	Medical Expenses	£10,000,000	£150	
	Inpatient Benefit	£50 per 24 hours up to £1,000	Nil	
	Extra cover if additional premium paid to cover a Pre-Existing Medical Condition			
	Replacement of prescription	£250	Nil	
	Replacement of prescription glasses	£250	Nil	
	Recovery after surgery abroad	£500	Nil	
Section C	Personal Accident – disability	£15,000	Nil	
	Death	£10,000	Nil	
Section D	Delayed Departure or Arrival, or	£50 per 12 hours up to £250	Nil	
	Cancellation due to Delayed Departure	UK/Europe £2,500	£100	
	•	Worldwide £5,000		
	Missed Departure	UK/Europe £500	Nil	
	•	Worldwide £1,000		
	Missed Connection	£500	Nil	
Section E	Personal Effects	£2,000	£50	
	(Single item limit £250)			
	(Valuables limited to £500 in total)			
	Tickets	£250	£50	
	Temporary Loss of Baggage	£100	Nil	
Section F	Personal Money	£500 (cash limit £250)	£50	
Section G	Loss of Passport	£500	£50	
Section H	Personal Liability	£2,000,000	£50	
Section I	Legal Expenses	£25,000	Nil	
Section J	Hijack	£250 per day up to £5,000	Nil	
Section K	Mugging	£50 per day up to £500	Nil	
Section L	Rail Cover			
	Unused pre-booked excursions	£200	Nil	
	Unattended baggage	£500	Nil	
	Extended Travel delay	£20 after 3 hours, £50 after 6 hours	Nil	
Section M	Cruise Cover			
	Cabin Confinement	£25 per day up to £500	Nil	
	Unused pre-booked excursions	£200	Nil	
	Cruise itinerary change	£100 per port up to £300	Nil	

<sup>\*</sup> loss of deposit excess is £25

 $<sup>^{\</sup>dagger}\,\text{excess}$  increases to £250 if aged 65 or over

## General information

#### Important information

Please keep this travel insurance policy in a safe place and carry it with You when you go on Your journey. We also suggest that You leave a copy with a relative or neighbour in case of an emergency.

Cover applies to each **Insured Person** named on the booking invoice or validation certificate. The cover and limits will apply to each **Insured Person** who has paid the appropriate premium.

IMPORTANT- Your personal insurance number is the same as Your booking invoice number or validation certificate number. Please note Your personal insurance number prior to travel. This Policy Document and booking invoice or validation certificate showing the Insurance Premium, inclusive of tax where applicable, is all that We will issue to You.

#### Cooling off Period / Cancellation of Policy

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to **Your** travel agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no travel has taken place and no claims have been made or are pending, we will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** travel agent 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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

#### **Consumer Insurance Act**

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

- supply accurate and complete answers to all the questions we or the administrator 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
- 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.

#### Period of Insurance / Start and end Dates

### Single Trip

The Period of Insurance as shown on **Your** booking invoice or validation certificate. Cover under Section A – Cancellation starts from the issue date stated on **Your** booking invoice or validation certificate and ends when **You** leave **Your** residence or place of business to commence travel. The cover under all other sections of the policy starts on the commencement date shown on the booking invoice or validation certificate and ends on **Your** return home or expiry of the Period of Insurance, whichever is first.

No premium refund outside of the Cooling Off Period may be offered if **You** return home prior to the expiry of the Period of Insurance.

#### **GEOGRAPHICAL Limits**

#### Area 1: UNITED KINGDOM

**United Kingdom Only:** Whilst insurance is available for holidays in the United Kingdom, Section B – Medical Expenses and Inpatient Benefit shall be inoperative.

#### Area 2: EUROPE

Europe means the continent of Europe West of the Ural Mountains, Channel Islands, Isle of Man and also countries bordering the Mediterranean, plus Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands.

## Area 3: WORLDWIDE excluding North America

North America means the USA, Canada and the Caribbean
(a) For any period of cover purchased Area 3 can include a single day/
night stop-over anywhere in the World for both outward and return
travel.

(b) If the period of cover purchased is two months or more Area 3 can be extended to include a maximum of six days/ nights anywhere in the World.

#### Area 4: WORLDWIDE

#### **Automatic Trip Extension**

If You are prevented from completing Your travel before the expiration of this Insurance as stated under the Period of Insurance on the validation certificate or booking invoice for reasons which are beyond Your control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium. In the event of You being hijacked, cover shall continue whilst You are subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

Please ensure You arrange cover for the entire duration of Your travel.

#### **Limits of Cover**

Certain limits apply to each section of the policy. These limits are shown in the policy and in **Your** Schedule of cover

#### Reciprocal Health Agreements: Ehic & Medicare

If you are travelling to **European Union** countries **You** should obtain a European Health Insurance Card (EHIC). You can apply either online through http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC or by telephoning 0300 330 1350. This will entitle **You** to benefit from the reciprocal health agreements, which exist between certain European countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of an EHIC, or Private Health Insurance, the deduction of the excess under the medical section will not apply.

When **You** are travelling to **Australia** and **You** have to go to hospital, **You** must register for and make use of the treatment offered under the national Medicare scheme. If **You** know **You** need treatment, **You** can enrol for Medicare at a DHS Service Centre. If **You** receive treatment before **You** enrol, Medicare benefits will be back-paid for eligible visitors.

### **Governing Law**

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.

#### Fraudulent Claims

You must not act in a fraudulent way. If You or anyone acting for You:

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- · makes a statement to us or anyone acting on Our behalf, knowing

the statement to be false:

- sends us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- · If Your claim is in any way dishonest or exaggerated;

We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

#### **Documentation**

All certificates, information and evidence required by **Us** shall be furnished at the expense of **You** or **Your** legal personal representatives and shall be in such form and of such nature as **We** may prescribe. **You** shall, as often as required submit to medical examination on behalf of **Us** at **Our** own expense and in the event of **Your** death **We** shall be entitled to have a post-mortem examination at **Our** own expense.

#### **Cessation of Insurance**

All cover shall cease upon **Your** return to **Your** normal place of residence or business in **Your** country of residence or upon **Your** admission into medical care in **Your** country of residence whichever shall be the sooner.

#### **Duplicate Insurance**

If at the time of loss, theft or damage insured by Sections A, B, D, E, F and G there is another insurance against such loss or damage or any part thereof **We** shall be liable under this Insurance for its proportionate share only of such loss or damage.

#### Subrogation

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

### **One Way Travel**

Cover under all sections ceases on arrival at final destination.

#### **Definitions**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

Adverse Weather Weather of such severity that; the police, or other appropriate authority, warn by means of public communications networks including, but not limited to, popular websites, television or radio against all but essential travel and/or; it causes major disruption to transport services i.e. rail, road or bus

which is reported in the media.

Close Relative Means mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in law, son in law, daughter in law, brother in law, sister in law, step parent,

**Dependent Business Partner** Means a person in the same employ as **You** whose absence from work necessitates **Your** presence.

**Irrecoverable Payments and Charges** Means the cost of airline tickets and any other amount that is not refundable from the airline, tour operator or their suppliers.

Medical Condition Means any disease, illness or injury.

step child, step sister, step brother or legal guardian.

**Medical Practitioner** Means a registered practising member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

**Policy Excess** Means the amount of any claim that **You** have to pay before any payment is made to **You**.

#### Pre-Existing Medical Condition Means

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which **You** (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by **Your** doctor or a consultant/specialist or prescribed drugs/medication).
- b) Any Medical Condition for which You (or any other person not necessarily travelling but upon whom travel depends such as a Close Relative) have received surgery, inpatient treatment or investigations in a hospital or clinic within the last twelve months or taking prescribed drugs/medication.

Strike or Industrial Action Means any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travelling Companion** Means a person that **You** have arranged to undertake **Your** journey with if it would be unreasonable to expect **You** to continue the journey without that person.

**Unattended** Means when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property.

Valuables Means jewellery, watches, gold, precious stones and articles made of/or containing gold, silver or precious metals. Photographic, TV, audio, CD's, MP3 Players, video, computer, GPS/navigation electrical equipment. Binoculars, optical equipment and telescopes and animal skins.

We, Us, Our Means UK General Insurance Limited on behalf of Great Lakes Insurance SE.

You, Your, Insured Person Means any person named on the booking invoice or validation certificate.

## The policy

The following sections explain the cover provided by Your policy during the Period of Insurance. The cover is set out in Your Schedule of Cover together with any excesses limits or endorsement.

#### General conditions and exclusions

#### **General Exclusions**

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out or make changes to Your policy. Please tell Us if there are any changes required to the information set out in Your schedule.

You must tell Us as soon as possible about any changes in the information You have provided to Us which happens before or during any period of insurance. When We are notified of a change, We will tell You if this affects Your policy, for example whether We are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to Your policy. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

If the information provided by You is not complete and accurate:

- 1. We may cancel Your policy and refuse to pay any claim, or
- 2. We may not pay any claim in full, or
- 3. We may revise the premium and/or change any excess, or
- 4. The extent of cover may be affected.

#### **General Conditions**

- This Insurance is available for holiday or business travel, but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature or any hazardous activity not agreed on behalf of Us.
- That You contact the Assistance Company as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

#### **General Exclusions**

We shall not pay for:

 The first amount of each and every claim per incident claimed for under each Section by each Insured Person as denoted by the Schedule of cover. Please also note that if You have a valid claim for Medical Expenses which is reduced by You using an EHIC or other reciprocal health agreement or using Your private medical insurance at the point of treatment, then We will not deduct the excess.

**We** shall not pay unless agreed in writing for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- (a) Mountaineering or climbing, pot holing, motorised competitions or races, sports tours or travelling by motorcycle (other than in respect of motorcycles up to 125cc hired or borrowed during the Period of Insurance and You are wearing crash helmets), wintersports, ski racing, ski jumping, ice hockey or the use of bobsleighs or skeletons.
  - (b) Any activity in the air, (other than as a passenger in a fullylicensed passenger-carrying-aircraft, bungee jumping and parasailing).

**Note:** The exclusions shown are not applicable to cancellation claims under Section A.

- (c) wilful exposure to needless danger (other than in an attempt to save human life).
- Any form of stress or anxiety, depression or any other mental or nervous disorder that was diagnosed before the Period of Insurance commenced, or before Your trip was booked (whichever is later). Mental disorders diagnosed at any other time are also

- excluded unless investigated and diagnosed by a Hospital Consultant specialising in the relevant field.
- Any wilfully self inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 5. Your participation in any criminal or illegal acts.
- Any direct or indirect consequence of any act of war, invasion, acts of foreign enemy, (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of or damage to property by order of any government, local or public authority.
- 7. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 8 (a) Unless We provide cover under this insurance, any other loss, damage or additional expenses following on from the event for which You are claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.
  - (b) Any costs for (i) telephone calls (other than the first call to the Assistance Company to notify them of a medical problem requiring hospitalisation), (ii) taxi fares (unless a taxi is being used in place of an ambulance to take **You** to or from a hospital) or (iii) food and drink expenses (unless these form part of your hospital costs if **You** are kept as an inpatient).
- You will not be covered under Section A Cancellation or Curtailment, Section B – Medical Expenses or Section C – Personal Accident for any claims arising directly or indirectly from: either A) at the time of taking out this policy:
  - Any Pre-existing Medical Condition unless You have contacted Healthcheck and We have agreed to provide cover and You have paid the additional premium required.
  - Any Medical Condition that You or any other person not necessarily travelling but upon whom travel depends such as a Close Relative has received a terminal prognosis.
  - iii) Any Medical Condition that You are aware of but which has not had a formal diagnosis.
  - iv) Any Medical Condition for which You or any other person not necessarily travelling but upon whom travel depends such as a Close Relative is on a waiting list for or has knowledge of the need for surgery in a hospital.
  - Any circumstances that You are aware of that could reasonably be expected to give rise to a claim on this policy unless You have been given Our written agreement.

#### or B) at any time:

- Any Medical Condition that You have in respect of which a Medical Practitioner has advised You not to travel or would have done so had You sought his/her advice.
- Any surgery, treatment or investigations for which You intend to travel outside Your normal country of residence to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures).
- iii) Any Medical Condition for which You or any other person not necessarily travelling but upon whom travel depends such as a Close Relative is not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.

- Your travel to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised all, or all but essential travel, unless agreed by Us.
- 11. Any search and rescue costs or ship to shore rescue costs (cost charged to **You** by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This does not include medical evacuation costs by the most appropriate transport.
- Private medical treatment unless authorised by the Assistance Company.
- Any Consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorized instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

#### Section A Cancellation or curtailment

Up to the amount shown in the Schedule of cover should **You** necessarily have to cancel the projected journey before commencement or curtail it by returning to **Your** normal country of residence before completion, as a result of:

- i) the death, accidental bodily injury, illness, compulsory quarantine, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of **You** or insured travelling companion.
- ii) the death, serious injury or illness of a Close Relative, or the person with whom You intend to reside at the holiday or journey destination, or Dependent Business Partner of the Insured Person or insured travelling companion which necessitates the presence of the person concerned.
- iii) Hijack
- Adverse Weather conditions making it impossible for You to travel to initial point of departure at commencement of outward journey.
- v) major damage or burglary at **Your** home or place of business, which at the request of an emergency service requires **Your** presence.

#### We will pay:

tickets amended.

- a) for Cancellation prior to departure any Irrecoverable Payments and Charges (whether paid or contracted to be paid) for travel, accommodation, tours or excursions up to the Sum Insured, for any of the above reasons.
- for Curtailment after initial departure a pro-rata proportionate refund of inclusive tour costs, or alternatively the original value of unused air tickets up to the Sum Insured, for any of the above reasons.

Note: Where You are not travelling on a pre-paid or fixed itinerary then additional travelling expenses shall be deemed to be those costs in excess of normal tourist class air fares. Your claim will be based solely on the number of complete days not used. Where return to a person's normal country of residence is necessary in an emergency situation You should contact the Assistance

Company who may be able to assist in having existing air

EXCLUSIONS APPLICABLE TO SECTION A

We shall not pay for any claim:

- arising from travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- arising from a Pre-Existing Medical Condition unless We have agreed to provide cover and You have paid the additional premium required
- for unused portions of Your ticket, where repatriation has been arranged at Our expense.
- If You have to cut short Your trip and do not return to Your normal country of residence, We will only pay for the equivalent costs which You would have incurred had You returned to the United Kingdom.
- 5. arising from being unable to continue with **Your** travel due to **Your** failure to obtain the passport or visa **You** require for **Your** trip.
- arising from a disinclination to travel.
- any cost of a trip that has been paid for as a prize or using any airline reward scheme, for example Air Miles.
- 8. the cost of any Air Passenger Duty.

#### Section B Medical expenses

#### 1. Medical, Repatriation and Associated Expenses.

Up to the amount shown in the Schedule of cover should **You** suffer accidental bodily injury or illness (including compulsory quarantine) during the Period of Insurance, **We** will pay:

- i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside **Your** country of residence including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/necessary transport charges (including helicopter/air ambulance charges if necessary on medical grounds and authorised by the Assistance Company). **We** reserve the right to repatriate **You** to **Your** country of residence when in the opinion of the doctor in attendance and their medical advisers **You** are fit to travel.
- ii) reasonable additional accommodation and repatriation expenses incurred by **You** and any one member of the family or party who has to remain or travel with the injured or ill **Insured Person**, certified by a doctor to be strictly necessary on medical grounds, and approved by the Assistance Company.
- the travel and reasonable accommodation expenses of one person to travel from **Your** country of residence if their presence is strictly necessary on medical grounds.
- iv) the cost of transporting **Your** remains to **Your** former place of residence up to £7,500 or funeral expenses incurred outside **Your** country of residence up to £1,000.

#### 2. Inpatient Benefit.

In addition to the costs referred to above, **We** will also pay £50 for each complete day, up to the amount shown in the Schedule of cover if **You** are confined to hospital outside their normal country of residence.

## Extended cover if you have paid an additional premium to cover a Pre-Existing Medical Condition:

- We will pay up to £250 if a presciption medication for Your Pre-Existing Medical Condition is lost or stolen during Your journey.
- We will pay up to £250 if your presciption glasses are lost, stolen or damaged during your journey.
- We will pay an additional Hospital Benefit of £500 if you require surgery outside of the UK

### **EXCLUSIONS APPLICABLE TO SECTION B**

We shall not pay for any claim:

1. arising from travel against any health requirements stipulated by

- the carrier, their handling agents or any other public transport provider.
- arising from a Pre-Existing Medical Condition unless We have agreed to provide cover and You have paid the additional premium required.
- for the cost of medical or surgical treatment of any kind received by **You** later than 52 weeks from the date of the accident or commencement of the illness.
- 4. for medical expenses incurred in Your country of residence.
- 5. not verified by a medical report obtained whilst travelling.
- for elective or cosmetic surgery, unless deemed medically necessary and agreed by the Assistance Company.
- or dental treatment to provide, replace or repair caps, crowns or bridges other than for the relief of pain and suffering.
- for any form of treatment or surgery which in the opinion of the doctor in attendance and the Assistance Company can be reasonably delayed until **Your** return to **Your** country of residence.
- Any medical treatment and associated costs You have to pay when You have refused curtailment.
- medication You are taking before, and which You will have to continue taking Your trip (except in the event of accidental loss or damage to the medication).

#### Section C Personal accident

Up to the amount shown in the Schedule of cover in the event of **You** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in **Your** death or disablement within twelve calendar months of the injury, **We** hereby agree to pay to **You** or in the event of death to **Your** legal personal representative the following Sum Insured.

1.	Death, or	£10,000		
2.	Loss of sight	£15,000		
3.	Loss of one or two limbs, or	£15,000		
4.	Permanent total disablement	£15,000		
Provided that:				

- the benefit payable under (1) above is reduced to £1,000 if You are under 16 years of age.
- ii) the total compensation in respect of any one Insured Person shall not exceed £15,000.

#### **Definitions**

Loss of one or two limbs: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg. Loss of sight: total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Permanent total disablement: A disability which has lastest for at least 12 months from which **We** believe **You** will never recover and which prevents **You** from carrying out any gainful occupation for which **You** are reasonably qualified by way of training, education or experience.

### **Special condition**

- If You were already disabled before the bodily injury or already had a condition which is gradually getting worse, We may reduce Your payment. Any reduced payment will be based on Your medical assessment of the difference between:
- A. the disability after the bodily injury; and
- the extent to which the disability is affected by the disability or condition before the accident.

#### Section D Travel delay

#### 1. Delayed Departure or Arrival

We will pay up to the limits shown in the Schedule of cover if the departure of the aircraft, train or sea vessel in which **You** have arranged to travel is delayed for at least 12 hours from the departure time specified in the travel titnerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 12 hours later than the time specified in the travel titnerary, due to **Strike**, **Industrial Action**, disruption, **adverse weather** conditions, or mechanical breakdown of the aircraft, train or sea vessel.

#### The Limits

We will pay either:

- a) compensation up to the amount shown in the Schedule of cover for each 12 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary for each **Insured Person**, or
- b) if You elect to cancel the whole travel itinerary prior to departure any Irrecoverable Payments and Charges made for the travel, accommodation and other costs up to the amount shown in the Schedule of cover for each Insured Person.

#### 2. Missed departure

If You arrive at the point of international departure in the United Kingdom too late to commence the booked travel as the result of failure of scheduled public transport services in the United Kingdom due to inclement weather, Strike or Industrial Action, disruption or mechanical breakdown, or as a result of an accident to the motor vehicle in which You are travelling to the point of departure, We will pay up to the amount shown in the Schedule of cover for additional travel and accommodation only expenses necessarily incurred by You in order to reach the booked destination.

#### 3. Missed connection

We will pay up to the amount shown on the Schedule of cover for necessary additional transport charges incurred to join a prebooked tour, as a result of the train or aircraft in which You have arranged to travel on the outbound journey is delayed for at least 12 hours from the departure time specified in the travel itinerary.

#### **EXCLUSIONS APPLICABLE TO SECTION D**

We shall not pay for any claim arising directly or indirectly from:

- Strike or Industrial Action, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
- the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.

### Section E Personal baggage

We will pay for the Loss, Theft or Damage to:-

- Accompanied personal luggage, clothing or effects belonging to the insured person. Up to the amount shown in the Schedule of cover.
  - The amount payable will be the value at today's prices less deduction for wear, tear and depreciation.
- Tickets. Up to the amount shown in the Schedule of cover. Rail or other tickets including reasonable expenses incurred as a result of loss, theft or damage..
- iii. Temporary Loss of Baggage up to the amount shown in the Schedule of cover. If baggage is temporarily lost for more than 24 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the Insured Person up to £100 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

#### CONDITIONS APPLICABLE TO SECTION E

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

- You shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of his property and in the event of loss, theft or damage hereunder You shall take all reasonable steps to recover any lost property.
- 2. The maximum **We** will pay for any insured article is limited and denoted in the Schedule of cover, the value of a pair or set of articles is also limited, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £250. **You** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
- Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
- There is a maximum limit in respect of **Valuables** as denoted in the schedule of cover.
- Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey and loss, theft or damage must be reported immediately to the issuing agent or loss adjusters.
- Claims for loss, theft or damage to spectacles or sunglasses are limited to £100 per pair.
- Your failure to comply with local authority advice when checking in luggage may result in a claim being reduced or declined.

#### **EXCLUSIONS APPLICABLE TO SECTION E**

We shall not pay for any claim arising out of:

- damage due to moth, vermin, wear and tear and gradual deterioration.
- loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones. Winter Sports equipment unless the appropriate additional premium has been paid and is shown on your validation certificate or booking invoice.
- loss, theft or damage to property hired to **You** or confiscated by Police, Customs or other relevant authority.
- loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation.
- the breakage of fragile articles and the consequence thereof unless caused by fire or accident to a means of conveyance. For example Your clothes or camera being damaged by a spillage.
- 6. mechanical breakdown or derangement.
- 7. loss, theft or damage to business or professional goods,

- equipment or samples.
- loss, theft or damage to money, or Valuables left Unattended (including in a vehicle or the custody of carriers), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. Valuables and money are not insured if left in 'checked in' luggage.
- 9. shortages due to error or omission, depreciation in value.

#### Section F Personal money

**We** will pay up to the amount shown in the Schedule of cover for Cash, Bank or Currency notes as a result of loss, theft or damage.

#### Note in respect of Cash

Cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

**CONDITIONS AND EXCLUSIONS APPLICABLE TO SECTION F**Conditions and Exclusions under Section E also apply to Section F.

#### Section G Loss of Passport

We will pay up to the amount shown in the Schedule of cover. In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same

**CONDITIONS AND EXCLUSIONS APPLICABLE TO SECTION G**Conditions and Exclusions under Section E also apply to Section G.

#### Section H Personal liability

We will indemnify You against sums which You are legally liable to pay as damages in respect of:

- Accidental bodily injury (including death, illness or disease) to any person;
- (ii) Accidental loss of or damage to material property, which occurs during the Period of Insurance and arises out of and in the course of Your journey.

#### **EXCLUSIONS APPLICABLE TO SECTION H**

We shall not pay for any claim arising out of:

- bodily injury to any person who is under a contract of services with You when such injury arises out of and in the course of their employment by You or a member of Your family.
- any liability assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- loss or damange to property belonging to You or in Your care custody or control. However, this exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by You in the course of Your journey.
- (i) the pursuit of any trade, business or profession.
   (ii) the ownership, possession or use of horse-drawn or
  - (ii) the ownership, possession or use of norse-grawn or mechanically propelled vehicles, aircraft, hovercraft, watercraft (other than manually propelled watercraft), firearms.
- the occupation or ownership of any land or building other than any building temporarily occupied by **You** in the course of **Your** journey.
- punative or exemplary damages.
- activities or volunteer work organised by or when **You** are assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation, except where no other insurance or indemnity is available.
- We will not pay more than £2,000,000 for damages payable for any claim arising from one event.

#### Section | Legal expenses

**We** will pay for legal costs and expenses, or the appointment of a claims agent in order to pursue compensation and/or damages against a third party arising from or out of personal injury to or death to **You** occurring during the Period of Insurance up to the amount shown in the Schedule of cover.

We shall have complete control over the legal proceedings, however You have the right to select and appoint legal representations of Your choice to represent You in any legal inquiry or legal proceeding (providing the appointment of any legal representative is not on a contingency fee basis, where the legal representative charges a proportion of the amount recovered as a fee). You shall provide Us with details of the selected legal representative's name and address. We may provide information about legal representatives in the local area if asked to do so.

#### **EXCLUSIONS APPLICABLE TO SECTION I**

We shall not pay for:

- costs incurred in pursuance of any claim against a travel agent, or tour operator including any employee, servant or agent thereof, carrier or their suppliers, travelling companion, Close Relative or Us or Our representatives.
- legal expenses incurred prior to the granting of **Our** support or without **Our** written consent.
- any claim where, in **Our** opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
- 4. claims for professional negligence.
- claims against any employer, or whilst carrying on any trade or profession.
- 6. the first £50 of any claim.

#### **LEGAL EXPENSES CLAIMS**

If **You** suffer a personal injury and wishes to claim against the person who caused it **You** should contact the claims handlers whose details are on page 12.

## Section J Hijack

We will pay compensation up to the amount shown in the Schedule of cover per complete day that You are in detention due to unlawful seizure or wrongful exercise of control of an aircraft, train, sea or river vessel or the crew thereof, in which You are travelling as a passenger.

### Section K Mugging

Should **You** be admitted to hospital as an inpatient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the Inpatient Benefit payable under Section B2 above is increased to £100 per complete day, up to the amount shown in the Schedule of cover, that **You** are confined to hospital outside **Your** normal country of residence.

#### Section L Rail Cover

If  $\mathbf{You}$  are travelling by rail  $\mathbf{We}$  will pay up to the limits in the Schedule of Cover for:

- Any pre-booked excursions that are unused as a result of illness or injury to You.
- Personal baggage belonging to You that is stolen whilst left unattended in a designated luggage rack on a train or a designated baggage area within a rail station.
- Section D Travel delay is extended so that compensation of £20
  applies after a rail delay of 3 hours and £50 applies after a rail delay
  of 6 hours.

#### CONDITIONS APPLICABLE TO SECTION L

- Any claims for unused excursions must be supported by medical evidence from the treating Medical Practioner.
- Any claims for stolen baggage must be supported by a police report.

#### Section M Cruise Cover

If  $\mathbf{You}$  are travelling on a cruise  $\mathbf{We}$  will pay up to the limits in the Schedule of Cover for:

- Your confinement to your cabin through illness or injury as required by a Medical Practioner.
- Any pre-booked excursions that are unused as a result of illness or injury to You.
- Any changes to your pre-booked cruise itinerary as a result of Adverse Weather, river waterways becoming impassable, mechanical failure of the ship or political unrest.

#### CONDITIONS APPLICABLE TO SECTION M

 Any claims for unused excursions must be supported by medical evidence from the treating Medical Practioner.

## General advice

# What you must do in the event of a medical emergency

#### **MEDICAL EMERGENCIES**

IMMEDIATE CONTACT MUST BE MADE with the Assistance Company in the event of death or injury or illness necessitating hospitalisation, repatriation, alteration of travel plans or curtailment of travel.

The emergency assistance provided for **You** by this insurance is available 24 hours a day, 365 days per year. In the event of any illness, injury, accident or hospitalisation which requires:

## **Emergency Assistance Facilities:**

## t +44 (0) 203 829 6745

You will need to have some basic information for them to hand:

- Your telephone number in case you are cut off;
- Patient's name, age, and as much information about the medical situation as possible;
- Name of the hospital, ward, treating doctor and telephone numbers if you have them;
- Tell them that you have Riviera Travel Insurance, policy number and the date it was bought; and
- Patient's UK GP contact details in case they need further medical information.

Please note, **Insured person**/Treating Doctor or Hospital. In the event of a Medical Emergency Global Response must be contacted by the **Insured person** or someone acting on their behalf at the first available opportunity. Details of how to contact them are shown on this page.

Failure to contact Global Response could result in  $\pmb{Your}$  claim being limited to  $\mathfrak{L}500$ 

We reserve the right to limit payment to what **Our** medical officer deems reasonable.

If **Our** medical officer advises a date when it is feasible and practical to repatriate **You**, but **You** choose instead to remain abroad, **Our** liability to pay any further costs under this section after that date will be limited to what We would have paid if **Your** repatriation had taken place

Treating Doctor/Hospital: 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.

#### What to do if you need to make a claim

To notify a claim and request a claims form please contact the claims handlers: **www.policyholderclaims.co.uk** 

#### **Travel Claims Facilities**

PO Box 395, Monks Green Farm, Mangrove Lane, Hertford, SG13 9JW

t +44 (0) 203 829 6761 email claims@tifgroup.co.uk

#### **CLAIMS CHECKLIST**

The following documentation will be required by the Claims Handlers, in order that a claim may be processed. Originals will be required, as settlement cannot be made with photocopied documents.

For all sections of cover You will be required to submit:

- Your validation certificate confirming proof of payment of insurance premium where applicable.
- Your travel confirmation booking invoice (showing Your itinerary and dates of travel).

#### CANCELLATION OR CURTAILMENT

Your Cancellation Invoice

Completed Medical Certificate if Cancellation for medical reasons (which can be found on the claim form)

Original Air Tickets

Copy of Death Certificate (if applicable)

Redundancy letter (if applicable) Evidence from treating doctor confirming curtailment was medically necessary (Curtailment only)

#### LUGGAGE AND PERSONAL MONEY

Receipts or other evidence to support ownership and value for the items claimed

Airline or other Tickets and Baggage Check Tags

A written report from the person/company to whom the loss was reported whilst travelling overseas (e.g. Police Report)

Proof of date and time baggage was returned to you (Baggage Delay Claims only)

Evidence to support damage (e.g. Repairers report of total loss or damage and current price)

### **MEDICAL EXPENSES**

Original Receipts

Medical Evidence to support nature of illness or injury Evidence of Hospital admission and discharge

Original Travel Tickets

Additional Travel Tickets (if applicable)

## TRAVEL DELAY/ MISSED DEPARTURE

Original Air Tickets

Replacement tickets and invoices /receipts

A letter from the airline (or similar) confirming the scheduled and actual time of departure including the official cause of the delay.