

YOUR MRL TRAVEL INSURANCE POLICY



Reference Number: MRL QZ MR03/04

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 652 842 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.

HOW TO MAKE A CLAIM ON YOUR RETURN

Contact Global Response calling 00 44 (0) 0343 658 0345 or email travelclaims@global-response.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 is shown on the waived condition list or 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 conditions 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; any cancerous condition; or any cerebral condition; 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 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** must take a European Health Insurance Card (EHIC) with **you**. **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/

MRL INSURANCE

This policy has been arranged by MRL 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 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

Benefits under this policy are provided by EUROP ASSISTANCE S.A, a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre.

(Reference number 451 366 405) acting through its Irish office (trading as EUROP ASSISTANCE S.A., Irish Branch) whose principal establishment is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089.

Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France. Europ Assistance S.A. Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

WAIVED CONDITIONS

The medical conditions listed in the Waived Conditions table are covered subject to the normal terms and conditions of this insurance, provided the **insured person** can meet ALL of the following criteria:

- a) has NO other pre-existing medical condition(s) which is not listed within the Waived Conditions table; and
- b) is not awaiting surgery for the condition; and
- c) has been fully discharged from any post-operative follow-up.

IF THE INSURED PERSON DOES NOT MEET ALL OF THE CRITERIA SHOWN ABOVE THEN A FULL AND COMPLETE DECLARATION OF ALL PRE-EXISTING MEDICAL CONDITIONS (INCLUDING ANY LISTED BELOW) MUST BE MADE TO THE MEDICAL SCREENING HELPLINE.

If **you** have any other **pre-existing medical condition** or your medical condition does not meet the above criteria, **you** must contact the Medical Screening Helpline on **0343 658 0300** to declare **ALL your medical conditions** and ensure that **we** are able to provide cover.

| | | | | |
|--|---|--|--|---|
| Abnormal Smear Test | D & C | Hernia (not Hiatus) | Myalgic Encephalomyelitis (ME) (if the only symptom is fatigue) | Strabismus (Squint) |
| Achilles Tendon Injury | Deaf Mutism | Herpes Simplex (Cold Sore) | Nasal Infection | Stress Incontinence |
| Acne | Deafness | Herpes Zoster (Shingles) | Nasal Polyp(s) | Synovitis |
| Acronyx (Ingrowing Toe-nail) | Dental Surgery | Hip Replacement (no subsequent arthritis) | Nettle Rash (Hives) | Talipes (Club Foot) |
| Adenoids | Dermatitis (no hospital admissions or consultations) | Hives (Nettle Rash) | Neuralgia, Neuritis | Tendon Injury |
| Allergic Rhinitis | Deviated Nasal Septum | Housemaid's Knee (Bursitis) | Nosebleed(s) | Tennis Elbow |
| Alopecia | Diarrhoea and/or Vomiting (resolved) | HRT (Hormone Replacement Therapy) | Nystagmus | Tenosynovitis |
| Anal Fissure/Fistula | Dilatation and Curettage | Hyperthyroidism (Overactive Thyroid) | Obstructive Sleep Apnoea | Termination of Pregnancy |
| Appendectomy | Dislocated Hip | Hypospadias | Osgood-schlatter's Disease | Testicles - Epididymitis |
| Astigmatism | Dislocations | Hypothyroidism (Underactive Thyroid) | Osteochondritis | Testicles - Hydrocele |
| Athlete's Foot (Tinea Pedis) | Dry Eye Syndrome | Hysterectomy (provided no malignancy) | Otosclerosis | Testicles - Varicocele |
| Attention Deficit Hyperactivity Disorder | Dyspepsia | Impetigo | Overactive Thyroid | Testicular Cyst |
| Bell's Palsy (Facial Paralysis) | Ear Infections (resolved - must be all clear prior to travel if flying) | Indigestion | Parametritis | Testicular Torsion (Twisted Testicle) |
| Benign Prostatic Enlargement | Eczema (no hospital admissions or consultations) | Influenza | Pediculosis | Throat Infection(s) |
| Bladder Infection (fully recovered, no hospital admissions) | Endocervical Polyp | Ingrowing Toe-nail (Acronyx) | Pelvic Inflammatory Disease | Thrush |
| Blepharitis | Endocervicitis | Inguinal Hernia | Photodermatitis | Thyroid - Overactive |
| Blindness | Endometrial Polyp | Insomnia | Piles | Thyroid Deficiency |
| Blocked Tear Ducts | Epididymitis | Intercostal Neuralgia | Pityriasis Rosea | Tinea Capitis (Scalp Ringworm) |
| Breast - Fibroadenoma | Epiphora (Watery Eye) | Intertrigo | Post Viral Fatigue Syndrome (if the only symptom is fatigue) | Tinea Corporis (Skin Ringworm) |
| Breast Cyst(s) | Epispadias | Irritable Bowel Syndrome (IBS) | Pregnancy (provided no complications and not travelling less than 8 weeks or (16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date) | Tinea Pedis (Athlete's Foot) |
| Breast Enlargement/Reduction | Epistaxis (Nosebleed) | Keinboeck's Disease | Prickly Heat | Tinnitus |
| Broken Bones (other than head or spine) - (no longer in plaster) | Erythema Nodosum | Keratoconus | Prolapsed Uterus (womb) | Tonsillitis |
| Bunion (Hallux Valgus) | Essential Tremor | Knee Injury - Collateral/cruciate ligaments | Pruritis | Tooth Extraction |
| Bursitis | Facial Neuritis (Trigeminal Neuralgia) | Knee Replacement (no subsequent arthritis) | Psoriasis (no hospital admissions or consultations) | Toothache |
| Caesarean Section | Facial Paralysis (Bell's Palsy) | Kohlers Disease | Repetitive Strain Injury | Torn Ligament |
| Candidiasis (oral or vaginal) | Femoral Hernia | Labyrinthitis | Retinitis Pigmentosa | Torticollis (Wry Neck) |
| Carpal Tunnel Syndrome | Fibroadenoma | Laryngitis | Rhinitis (Allergic) | Trichomycosis |
| Cartilage Injury | Fibroid - Uterine | Learning Difficulties | Rosacea | Trigeminal Neuralgia |
| Cataracts | Fibromyalgia | Leptothrix | Ruptured Tendons | Turner's Syndrome |
| Cervical Erosion | Fibromyositis | Leucoderma | Salpingo-oophoritis | Twisted Testicle |
| Cervicitis | Fibrositis | Lichen Planus | Scabies | Umbilical Hernia |
| Chalazion | Frozen Shoulder | Ligaments (injury) | Scalp Ringworm (Tinea Capitis) | Underactive Thyroid |
| Chicken Pox (fully resolved) | Gall Bladder Removal | Lipoma | Scheuermann's Disease | Undescended Testicle |
| Cholecystectomy | Ganglion | Macular Degeneration | Sebaceous Cyst | Urethritis (fully recovered, no hospital admissions) |
| Chronic fatigue syndrome (if only symptom is fatigue) | Glandular Fever (full recovery made) | Mastitis | Shingles (Herpes Zoster) | URTl (Upper Respiratory Tract Infection) (resolved, no further treatment) |
| Coeliac Disease | Glaucoma | Mastoidectomy (resolved - must be all clear prior to travel if flying) | Shoulder Injury | Urticaria |
| Cold Sore (Herpes Simplex) | Glue Ear (resolved - must be all clear prior to travel if flying) | Menopause | Sinusitis | Uterine Polyp(s) |
| Colitis (simple) | Goitre | Menorrhagia | Skin Ringworm (Tinea Corporis) | Uterine Prolapse |
| Common Cold(s) | Gout | Migraine (provided this is a definite diagnosis and there are no ongoing investigations) | Sleep Apnoea | Varicocele |
| Conjunctivitis | Grave's Disease | Miscarriage | Sore Throat | Varicose Veins - legs only, never any ulcers or cellulitis (if GP has confirmed that client is fit to travel) |
| Constipation | Grommet(s) inserted (Glue Ear) | Mole(s) | Sprains | Vasectomy |
| Corneal Graft | Gynaecomastia | Molluscum Contagiosum | Stigmatism | Verruca |
| Cosmetic Surgery | Haematoma (external) | Myalgia (Muscular Rheumatism) | Stomach Bug (resolved) | Vertigo - provided no disabling episodes |
| Cyst - Breast | Haemorrhoidectomy | | | Vitiligo |
| Cyst - Testicular | Haemorrhoids (Piles) | | | Warts (benign, non-genital) |
| Cystitis (fully recovered, no hospital admissions) | Hallux Valgus (Bunion) | | | Womb Prolapse (uterus) |
| Cystocele (fully recovered, no hospital admissions) | Hammer Toe | | | Wry Neck (Torticollis) |
| | Hay Fever | | | |

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SUMMARY OF COVER

| Cover <small>Per person unless otherwise shown.</small> | Economy Cover | | Standard Cover | | Premier 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 | £175 | £2,000 | £150 | £5,000 | £100 |
| Emergency Medical and Repatriation Expenses | Up to £10,000,000 | £175 | Up to £10,000,000 | £150 | Up to £10,000,000 | £100 |
| Hospital Benefit | £35 per day up to £250 | Nil | £35 per day up to £350 | Nil | £35 per day up to £400 | Nil |
| Personal Possessions and Baggage | £2,000 | £175 | £2,000 | £150 | £2,000 | £100 |
| • Single Item Limit | £150 | N/A | £200 | N/A | £300 | N/A |
| • Valuables Limit | £150 | N/A | £200 | N/A | £300 | N/A |
| • Delayed Baggage | £10 per 12 hours to £100 | Nil | £25 per 12 hours to £150 | Nil | £30 per 12 hours to £350 | Nil |
| Personal Money | £500 | £175 | £500 | £150 | £500 | £100 |
| • Cash Limit | £250 | N/A | £100 | N/A | £100 | N/A |
| Travel Delay on your Outward Journey | £10 per 12 hours to £100 | Nil | £15 per 12 hours to £150 | Nil | £15 per 12 hours to £150 | Nil |
| Loss of Passport | £300 | Nil | £400 | Nil | £500 | Nil |
| Missed Departure (on the outward journey) | £500 | £175 | £750 | £150 | £1,500 | £100 |
| Personal Accident | | | | | | |
| • Permanent Total Disablement | £20,000 | Nil | £20,000 | Nil | £20,000 | Nil |
| • Loss of Limb(s) / Eye(s) | £20,000 | Nil | £20,000 | Nil | £20,000 | Nil |
| • Death | £20,000 | Nil | £20,000 | Nil | £20,000 | Nil |
| • Death if the Insured Person is aged over 75 | £1,000 | Nil | £2,500 | Nil | £2,500 | Nil |
| Personal Liability | £2,000,000 | £175 | £2,000,000 | £150 | £2,000,000 | £100 |
| Legal Expenses | £5,000 | £175 | £10,000 | £150 | £10,000 | £100 |
| Optional Winter Sports Cover | | | | | | |
| Ski Equipment (Owned) | £300 | £175 | £750 | £150 | £1,000 | £100 |
| • Single Item Limit | £150 | N/A | £250 | N/A | £500 | N/A |
| Ski Equipment (Hired) | £150 | £175 | £250 | £150 | £300 | £100 |
| Ski Hire | £150 | Nil | £250 | Nil | £300 | Nil |
| Piste Closure | £20 per day to a maximum of £200 | Nil | £40 per day to a maximum of £400 | Nil | £40 per day to a maximum of £400 | Nil |
| Avalanche or Landslide | £50 | Nil | £100 | Nil | £250 | Nil |

IMPORTANT INFORMATION

ELIGIBILITY CRITERIA

- This policy is only available to residents of the **United Kingdom**.
- Insurance cannot be purchased once **your trip** has commenced.
- 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 **your home country** and **you** must have a return ticket.

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

- **You** reside outside the **United Kingdom**;
- **You** are over the age of 84 years old when **you** purchase a Single Trip policy;
- **You** are over the age of 74 when **you** purchase an Annual Multi-trip Policy;
- **You** require Winter Sports cover but are over the age of 64;
- **You** are not registered with a General Practitioner in **your home country**.

NON-TRAVELLING RELATIVES

This policy will **NOT** cover any claims under Cancellation or **Curtailement** 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 55 years old. If **you** are between 56 and 79 years old single trips are limited to 90 days. If **you** are between 80 and 84 years old single trips are limited to 21 days

Annual Multi-trip Policies: Any number of **trips** in the policy year but limited to 32 days per **trip** and 120 days in total, if **you** purchase Economy cover, or 150 days if **you** purchase Standard or Premier cover 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

Your **Home Country** within 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.

Australia and New Zealand

Includes cover for Europe as well as Australia and New Zealand.

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 Section 1 for unforeseen bodily injury or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is **ONLY** provided under Sections 1, 3, 4 and 5 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.

AUTOMATIC RENEWAL

To make sure **you** have continuous cover under **your** policy, if **you** have purchased an Annual Multi-trip policy, **we** will aim to automatically renew (auto-renew) **your** policy when it runs out, unless **you** tell **us** not to. Each year **we** will write to **you** 21 days before the renewal date of **your** policy, and tell **you** about any changes to the premium or the policy terms and conditions.

If **you** do not want to auto renew **your** policy, just call **us** on the telephone number provided on **your certificate of insurance** or click on the link provided within the email sent 21 days ahead of the renewal date. Otherwise **we** will collect the renewal premiums from **your** credit card or debit card.

You should also note that **your** renewed policy will only be valid when:

- **You** have told **us** about any changes to **your** policy details
- **You** have rescreened any **pre-existing medical conditions**

Please note **your** policy will not be renewed if **your** credit card or debit card details have changed.

In some cases **we** may not be able to automatically renew **your** policy. **We** will let **you** know at the time if this is the case.

We are entitled to assume that **your** details have not changed and **you** have the permission of the card holder unless **you** tell **us** otherwise. **We** will tell the relevant processing bank to charge the relevant premium to **your** debit card or credit card on or before the renewal date. **You** can tell **us** about any changes to **your** policy details or opt out of automatic renewal at any time by phoning **us** on the telephone number provided on **your certificate of insurance**.

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:

Claims forms can be obtained from www.grclaims.com/insurefor. Alternatively telephone **our** Claims Helpline on **00 44 (0) 0343 658 0345** or email travelclaims@global-response.co.uk, giving your name and certificate number, and brief details of your claim.

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

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

If **you** or anyone acting on **your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), or statement, then this policy will be cancelled with immediate effect and any claim rejected. In these circumstances, **we** reserve the right to retain the premium **you** have paid and to recover any sums **we** have paid **you**. **We** may also pass **your** details to the police and share **your** details with other insurance companies.

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>

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

We will collect certain information about **you** in the course of considering **your** application and conducting **our** relationship with **you**. This information will be processed for the purposes of underwriting **your** insurance cover, managing any insurance issued, administering claims and fraud prevention. **We** may pass **your** information to a qualified **medical practitioner**, other insurers, reinsurers, other parties who provide services under the policy and loss adjusters for these purposes. This may involve the transfer of **your** information to countries which do not have data protection laws.

Some of the information may be classified as 'sensitive' – that is information about physical and mental health and employment records. Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain **your** explicit consent before the information may be processed. By finalising **your** insurance application, **you** consent to the processing and transfer of information described in this notice. Without this consent **we** would not be able to consider **your** application.

We agree to adhere to the provisions of the Data Protection Act 1998 and all successor legislation during the term of the policy.

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 terror: 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), post partum haemorrhage, 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; any cancerous condition; or any cerebral condition;

Any undiagnosed symptoms that may require treatment in the future (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).

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 complication;
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 charges for medical transportation;
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 complication;
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 complication;
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, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) sports gear whilst in use;
 - c) due to wear and tear, denting or scratching, moth or vermin;
 - d) of valuables not carried in your hand luggage (i.e. carried on or about your person) while in transit;
6. breakage of fragile or brittle articles being transported by a carrier;
7. **valuables** stolen from an **unattended** vehicle at any time;
8. mobile phones or smart phones;
9. **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;
10. any depreciation in value;
11. any property more specifically insured or recoverable under any other source;
12. the cost of replacement locks;
13. 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 of **your money** left **unattended** in a public place, or a place to which members of the general public have access;
4. **money** 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;
5. any depreciation in value or exchange rates;
6. 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 at any time;
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 under the Cancellation section of this policy shown 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: strike or industrial action provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed;
3. adverse weather conditions;
4. 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;
- 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 on behalf of **you** 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.

SPORTS AND ACTIVITIES COVER

The sports below are automatically covered under **your** policy.

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

Cover for the following activities is included for recreational, amateur purposes only. When participating in **your** activity **you** must ensure that it is adequately supervised and appropriate safety equipment is worn/used at all times.

| Activity | Conditions |
|------------|---------------------------------------|
| Aerobics | |
| Archery | |
| Badminton | |
| Basketball | |
| Bowls | |
| Cricket | |
| Cycling | No Tours. No Personal Liability cover |

| Activity | Conditions |
|---------------------------------------|---|
| Fell walking, rambling & trekking | Up to 2,000 metres altitude |
| Fishing | |
| Football | |
| Golf | |
| Hiking | Up to 2,000 metres altitude |
| Ice-skating | Rink only |
| Parascending | Towed by boat. No Personal Liability cover |
| Racket ball | |
| Rafting, canoeing and kayaking | No white water |
| Rambling | |
| Roller skating | |
| Rounders | |
| Scuba Diving* | To a depth of 18 metres |
| Skateboarding | |
| Snooker, pool and billiards | |
| Snorkelling | |
| Squash | |
| Surfing | No Personal Liability cover |
| Swimming | Must be undertaken in a pool, inland waters or coastal waters within a 12 mile limit from land |
| Table tennis | |
| Tennis | |
| Volleyball | |
| Water polo | |
| Water skiing | Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover |
| Windsurfing | Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover |
| Work Abroad | Manual, ground level only, no machinery |
| Yachting, boating, sailing and rowing | Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover |

*For Scuba diving the following endorsement applies:

SCUBA diving to a maximum depth of 18 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 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 WINTER SPORTS COVER

If you are an Annual Multi-trip policy holder, you are entitled to 21 days winter sports cover if you 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

In addition to the Cancellation or **Curtailment** 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 **Curtailment** 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. 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.

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.

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), 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:

- a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel or;
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
8. 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;
 9. any act of **terror** (this exclusion does not apply to Emergency Medical and Repatriation Expenses or Personal Accident claims);
 10. **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;
 11. **you** riding on a quad bike;
 12. **you** driving a motor vehicle or riding a motorcycle without an appropriate licence or when not insured under a motor insurance policy;
 13. any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
 14. winter sports of any kind (unless the appropriate premium has been paid);
 15. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
 16. **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;
 17. claims arising from **your** wilful, malicious or unlawful acts;
 18. a **pre-existing medical condition** not declared to and accepted by **us** in writing;
 19. **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;
 20. **your** failure to meet the eligibility criteria under this policy.