

# Policy Wording

**Underwritten by Optimum Global Insurance Company 2025** 

#### **IMPORTANT**

You are requested to read this document.
It contains important information about Your Policy.



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# Emergency Assistance provided by Healthcase

In the event of a medical emergency which may require treatment, hospitalisation or emergency repatriation contact our 24-hour Emergency Assistance Centre, immediately on the number detailed below quoting **Your** individual Certificate Number.

This does not guarantee that medical insurance is still in force.

Multi-lingual service available 24 hours a day 365 days a year.

### **Direct Payments:**

In most cases involving hospitalisation direct payments will be made locally. This will relieve **You** of the need to use **Your** own money to meet these costs.

### Air Repatriation:

In the event of hospitalisation and/or the need for repatriation, our 24-hour Emergency Assistance Centre must be contacted within 24 hours or as soon as possible.

All repatriations must be approved and arranged by our 24-hour Emergency Assistance Centre.

# Important contact numbers

Whether at **Home** or abroad please remember that we are readily available to help **You** deal with membership queries or make a claim. For medical emergencies, our telephone service is available 24 hours a day, 365 days a year.

### Claims - Emergency Medical Assistance

24/7 emergency phone line:

+1 305 893 9433

24/7 emergency email:

assistance@healthcaseservices.com

#### Claims – Non-Emergency

+44 (0) 1444 473 405

Monday to Friday: 9am - 5pm

#### Email - claims@optimumglobal.com

To make a claim, please ensure we are notified of any potential claim within 31 days of returning either to **Your Home** country or country of residence.

#### **Insurance Queries**

#### **Rise & Shield Travel Team**

#### Monday to Friday: 9am - 5pm

Our travel insurance specialists are available to help with any matters relating to **Your Policy** – including amendments, change of address or adding **Family** members.

Email - info@riseandshield.com

# Summary of benefits

Co	verage	Travel Essentials	Excess	Travel Plus	Excess
	Cancellation and Curtailment	£3,000 / \$3,750 / €3,600	£100/\$125/€120	£6,000 / \$7,500 / €7,200	£100
2.	Medical and related expenses incurred abroad	£3,000,000 / \$3,750,000 / €3,600,000	£100	£6,000,000 / \$7,500,000 / €7,200,000	£100
	Dental	£250 / \$313 / €300	£100	£500 / \$625 / €600	£100
	Additional Hospitalisation Benefit	£30 / \$37.5 / €36	Nil	£30 / \$37.5 / €36	Nil
	,	per 24 per 24 hours up to £300 / \$375 / €360		per 24 per 24 hours up to £650 / \$812.50 / €780	
3.	Evacuation and Repatriation	£3,000,000 / \$3,750,000 / €3,600,000 (as part of Section 2 above)	Nil*	£6,000,000 / \$7,500,000 / €7,200,000 (as part of Section 2 above)	Nil*
4.	Baggage and Personal Effects	£1000/\$1,250/€1,200	£100	£2,500 / \$3,125 / €3,000	£100
	Single Item limit	£150/\$188/€180	£100	£350 / \$438 / €420	£100
	Money	£500 / \$625 / €600	£100	£1,300 / \$1,625 / €1,560	£100
	Cash (children under 18)	£75 / \$94 / €90	£100	£195 / \$244 / €234	£100
	Cash (adult)	£300/\$375/€360	£100	£975/\$1,219/€1,170	£100
	Loss of Passport	£150/\$188/€180	£100	£350/\$438/€420	£100
	Baggage Delay	£100 / \$125 / €120 per 12 per 24 hours up to £200 / \$250 / €300	Nil	£150 / \$187.5 / €180 per 12 per 24 hours up to £300 / \$375 / €360	Nil
5.	Outward Delay				
	Delayed Departure	N/A	Nil	£100 first 12 hours, then £75 for each subsequent 12 hours up to £250	Nil
	Abandonment	£650 / \$813 / €780	£100	£1,300 / \$1,625 / €1,560	£100
	Missed Departure or Connection	£3,000 / \$3,750 / €3,600	£100	£6,000 / \$7,500 / €7,200	£100
6.	Personal Accident#				
	Death	£15,000 / \$18,750 / €18,000	Nil	£25,000 / \$31,250 / €30,000	Nil
	Loss of one or more limbs	£15,000 / \$18,750 / €18,000	Nil	£25,000 / \$31,250 / €30,000	Nil
	Loss of one or more eyes	£15,000 / \$18,750 / €18,000	Nil	£25,000 / \$31,250 / €30,000	Nil
	Loss of thumb or big toe	£3,000 / \$3,750 / €3,600	Nil	£5,000 / \$6,250 / €3,600	Nil
	Loss of one or more fingers or toes	£3,000 / \$3,750 / €3,600	Nil	£3,000 / \$3,750 / €3,600 (Total)	Nil
	Permanent Total Disablement	£15,000 / \$18,750 / €18,000	Nil	£25,000, \$31,250, €30,000	Nil
7.	Public Liability#	£1,500,000 / \$1,8750,000 / €1,800,000	£100	£2,500,000 / \$3,125,000 / €3,000,000	£100
8.	Hijack	£65 / \$81.25 / €78 per 24 per 24 hours up to £325 / \$406.25 / €390	Nil	£65 / \$81.25 / €78 per 24 per 24 hours up to £650 / \$812.50 / €780	Nil
9.	Catastrophe Cover	£650/\$813/€780	Nil	£1,300 / \$1,625 / €1,560	Nil
	. Optional Winter Sports Cover				
	Winter Sports Equipment	£1,500 / \$1,875 / €1,800	£100	£3,000 / \$3,750 / €3,600	£100
	Ski Pass	£300 / \$375 / €360	Nil	£650 / \$813 / €780	Nil
	Piste Closure	£30 / \$37.5 / €36 per 24 per 24 hours up to £150 / \$187.50 / €180	Nil	£30 / \$37.5 / €36 per 24 per 24 hours up to £250 / \$234.37 / €300	Nil
	Avalanche or Landslide	£30 / \$37.5 / €36 per 24 per 24 hours up to £150 / \$187.50 / €180	Nil	£30 / \$37.5 / €36 per 24 per 24 hours up to £250 / \$234.37 / €300	Nil
11	. Activities				
	Activities	Covered	£100	Covered	£100
	Adventure Add-On	Optional	£100	Optional	£100
	Extreme Adventure Add-on	Optional	£100	Optional	£100
12	. High Value Items	Optional, Up to £450 / \$562.50 / €540 per item	£100	Optional, Up to £750 / \$937.50 / €900 per item	£100

<sup>3 #</sup>Exclusion of Personal Accident / Public Liability for Adventure/Extreme Adventure while partaking in any activity.
\*Please note that there is a **Policy Excess** of £1,000 if **You** need to be rescued by helicopter for medical reasons.

### Introduction

#### Your Policy and Validation Certificate/Invoice

Here is **Your** new Rise & Shield **Policy** document. The **Validation Certificate/Invoice** for this **Policy** is separately enclosed. Please ensure that both documents are kept together and carried with **You** on **Your Trip**.

#### **Policy Underwriters**

Optimum Global Insurance Company Limited will provide the services and benefits described in this **Policy**:

- During the Period of Insurance.
- Within the Geographical Limits.
- Subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this **Policy**.

#### AND

• Subject to payment of the appropriate premium.

#### **Important Information**

Details of cover are laid out in this **Policy**, which should be read in conjunction with **Your Validation Certificate/Invoice**, and We recommend that **You** read it to satisfy Yourself that this insurance meets **Your** requirements.

Please note that this insurance is not a form of private medical insurance. It is specifically designed to provide coverage only in instances of sudden and unforeseen **Bodily Injuries** or **Illnesses**.

#### **Cancellation:**

We hope **You** are happy with the cover this **Policy** provides. However, if after reading this **Policy** this Insurance does not meet with **Your** requirements, please return it to **Your** agent within 14 days of issue. We will refund **Your** premium provided the request to cancel is received prior to the effective date of the coverage.

We shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days' notice to the Insured at their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the un-expired period showing on the Insurance.

#### **Pre-Existing Medical Conditions:**

Please note that this insurance contains certain exclusions relating to existing health conditions that affect **You, Your Travelling Companions** or anyone upon whom **Your** travel plans may depend:

This insurance excludes any claim arising as a result of a condition deemed to be pre-existing at the time of effecting this Insurance and/ or booking each **Trip** in respect of Annual Multi–Trip Policies. Pre- existing condition means any **Illness**, injury, condition or symptom:

- For which treatment, or medication, or advice, or diagnosis
  has been sought or received within the past five years or
  was foreseeable by You, Your Travelling Companions or
  anyone upon whom Your Trip depends prior to the time of
  effecting this Insurance and/or booking of Your Trip, or
- Which originated with reasonable medical certainty or was known to exist by You, Your Travelling Companions or

anyone upon whom **Your Trip** depends within the five years prior to the effective date of this Insurance and/or booking of **Your Trip** whether or not treatment, or medication, or advice or diagnosis was sought or received.

**Note:** The above exclusions apply not only to **You**, but to **Close Relatives** or other non-travellers on whom the **Trip** depends.

#### What to do in the Event of a Medical Emergency

**You** should first check that the circumstances are covered by referring to the relevant section of **Your Policy**. Having done this, please contact the 24-hour helpline number listed on Page 1. Give **Your** name, Master Certificate Number and as much information as possible, together with a telephone or email address where **You** can be contacted day or night.

In the case of a serious medical emergency, involving anyone covered by the **Policy**, notify Us as quickly as possible.

To comply with the terms and conditions of this insurance You must contact our 24-hour Emergency Assistance Centre if You require inpatient treatment, MRI or CT scans, medical evacuation, or repatriation. In the case of an emergency where You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours, otherwise We may not pay Your claim.

The emergency service can be contacted twenty-four hours a day. The telephone number to call is listed on Page 2. **Your** call with be answered by an experienced assistance co-ordinator to whom **You** should give all relevant information.

Please ensure **You** have details of **Your Policy** before **You** telephone.

#### **Repatriation of patients**

If, in the opinion of Our Medical Advisor, it would be preferable to repatriate a patient to **Your Home**, We will organise the repatriation. If **You** do not comply with this decision, We reserve the right to withdraw cover with immediate effect.

The decision on the method of repatriation will be at the discretion of Our Medical Team subject to consultation with the doctor in attendance.

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel, since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

#### **Confirmation of payment**

Hospitals or doctors abroad will be contacted, and their appropriate fees guaranteed, thus eliminating the necessity for **You** to make payments out of **Your** holiday funds.

Expenses incurred in providing the above facilities will be met up to the limits specified in this **Policy**. The operation and availability of the service will be governed by the same general terms, conditions and exclusion that appear in the **Policy**.

Claims relating to minor **Illnesses** or **Accidents** should be paid by **You** and reclaimed from Us within 30 days of returning from **Your** holiday.

# **Definitions**

Wherever the following bolded words or phrases appear in **Your** Policy they will always have these same meanings. For **Your** convenience, these words and their meanings are shown in alphabetical order below:

#### **Accident:**

Means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during **Your Trip**.

#### **Bodily Injury:**

Injury resulting directly from an **Accident** caused by external violent and visible means.

#### Cash:

Coins and notes that are legal tender in any country.

#### Close relative:

Spouse or **Common-Law Partner**, parents, daughter, son (including legally adopted daughter/son), grandparents, brother, sister, parents- in- law, sons/daughters-in-law, brother/sisters-in-law, or fiancé (e) of an Insured Person.

#### **Common-Law Partner:**

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months prior to the commencement of the **Trip**.

#### **Consequential Loss:**

Any other loss, damage or additional expenses following on from the event for which **You** are claiming is not covered under this insurance. Examples of such loss, damage or additional expenses would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** or **Illness**.

### **Curtailment/Cutting Short Your Trip:**

Your early return Home before the scheduled return date.

#### **Excess:**

The amount **You** must pay as part of certain claims. This amount is per person and per section.

#### Family:

The principal Insured Person, his/her spouse or Common Law Partner, and up to 4 dependent children under 21 in full-time education travelling with the principal Insured Person.

#### **Geographical Limits:**

- 1 Worldwide
- 2 Worldwide excluding USA, Canada and the Caribbean.
- 3 Europe

#### Hijack:

The unlawful seizure or wrongful exercise or control of the aircraft or other conveyance or the crew thereof in which **You** are travelling as a passenger.

#### Home:

Your Usual Residential Address in Your Usual Country of Residence.

#### Illness:

Any disease, infection, bodily disorder which is unexpectedly contracted by an Insured Person or unexpectedly manifests itself for the first time during **Your Trip**.

#### Infectious or contagious disease:

Means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

#### **Manual Work:**

Work involving the following or similar occupation: hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind, work in the armed forces.

#### **Money and Travel Documents:**

Cash, travel tickets, hotel vouchers, Green Card, Passports.

#### **Depreciation:**

Refers to the reduction in the value of an asset over time due to wear and tear, usage, or obsolescence. It is commonly applied to physical assets like machinery, vehicles, and equipment to account for their decreasing worth during their useful life.

#### Pair or Set:

Items of Personal Baggage associated as being similar, complementary or used together.

#### **Period of Insurance – Single Trip:**

The period of the **Trip** commencing on the date stated in **Your Validation Certificate/Invoice** and ending when **You** arrive **Home** or on expiry of the number of days stated in **Your Validation Certificate/Invoice** whichever is the earlier. However under Section 1 (Cancellation) the **Period of Insurance** starts on the date of effecting this insurance and ends immediately **Your Trip** commences on the date stated in **Your Validation Certificate/Invoice**.

#### Period of Insurance - Annual Multi Trip:

The period of the **Trip** which must begin and end during the 12 months stated in **Your Validation Certificate/Invoice** but not exceeding 31 days with Travel Essentials and 45 days with Travel Plus in respect of any one **Trip**. However, under section 1 (Cancellation) the **Period of Insurance** starts on the date of booking the **Trip** and ends immediately **Your Trip** commences or when the insurance expires whichever is the earliest.

#### **Permanent total Disablement:**

Disablement which entirely prevents the insured Person from attending to any business or occupation for at least 12 months, and at the end of that time being beyond the hope of improvement.

#### **Personal Luggage:**

Items usually carried or worn by travellers for their individual use during a **Trip**, including **Your Valuable Items** (as defined below).

#### Policy:

This document and any endorsements.

#### **Pre-Existing Conditions:**

Means any injury, **Illness**, condition or symptom:

- For which treatment, or medication, or advice, or diagnosis
  has been sought or received within the past five years or
  was foreseeable by You, Your Travelling Companions or
  anyone upon whom Your Trip depends prior to the time of
  effecting this Insurance and/or booking of Your Trip, or
- Which originated with reasonable medical certainty or was known to exist by You, Your Travelling Companions or anyone upon whom Your Trip depends within the five years prior to the effective date of this Insurance and/or booking of Your Trip whether or not treatment, or medication, or advice or diagnosis was sought or received.

#### **Scheduled Airline:**

An airline that publishes a timetable and operates its services to a distinct schedule and sell to the public at large.

#### Single Item:

Any one article, pair, set or collection.

#### **Strike or Industrial Action:**

Any form of Industrial Action, whether organised by a trade union or not, 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:**

A person accompanying **You** without whom the **Trip** cannot commence or continue.

#### Trip:

A journey within the **Period of Insurance** within the countries of the **Geographical Limits** which begins when **You** leave **Your Home** and ends when **You** get back **Home**. The maximum duration of any **Trip** must not exceed 31 days for the Travel Essentials Plan and 45 for days for Travel Plus. **We will extend the duration of a covered Trip (see above) day by day up to a maximum of 30 days at no extra cost if You have to stay on Your Trip longer because of event over which You have no control and of which.** 

You had no knowledge at the time of purchasing Your insurance. Such extension of Your Trip must be agreed by Us prior to Commencement of Your extended stay.

#### **Usual Country of Residence:**

Means the country in which the Insured Person usually live/ works for more than three (3) consecutive months as stated in the Application Form or any other country which We are asked to substitute as the Insured Person's new **Usual Country of Residence** so long as:

• We are informed in writing of any such permanent change in the country where the Insured Person usually lives and,  We confirm Our agreement to continue insuring the Insured Person under this **Policy** on such terms as We think are appropriate

The Insured Person is deemed to make a permanent change in his or her **Usual Country of Residence** if that Insured Person lives or intends to live in the other country for more than three (3) consecutive months.

#### **Usual Residential Address:**

Means the address in which the Insured Person usually live for more than three (3) consecutive months as stated in the Application Form or any other address which We are asked to substitute as the Insured Person's new **Usual Residential Address** so long as:

- We are informed in writing of any such permanent change in the address where the Insured Person usually lives and
- We confirm Our agreement to continue insuring the Insured Person under this **Policy** on such terms as We think are appropriate.

The Insured Person is deemed to make a permanent change in his or her **Usual Residential Address** if that Insured Person lives or intends to live in the other address for more than three (3) consecutive months.

#### Validation Certificate/Invoice:

An Insurance **Validation Certificate/Invoice** issued by Rise & Shield which describes the insured Person(s) who are covered under this **Policy**.

#### Valuable Items:

Jewellery, watches, furs, gold, silver articles, binoculars, telescopes, spectacles, sunglasses, leather articles, perfumes, precious stones, audio, video, photographic, electronic and telecommunications equipment.

#### The Company:

We, Our, Us: means Optimum Global Limited

#### You/Your:

Any person named in the Validation Certificate/Invoice.

# Advice on what to do if something goes wrong

We hope **Your Trip** goes smoothly, but if something does happen, we can deal with **Your** claim much more quickly if **You** know exactly what to do. Therefore, here are the answers to some frequently asked questions:

#### What if I have to cancel my Trip because of Illness?

Just ask **Your** doctor to complete and sign the medical certificate included in the cancellation claim form. **You** will need to send this to us along with **Your** overseas **Trip** booking invoice, receipt and cancellation invoice.

### What if I have to cut short my holiday due to Accident or Illness?

Be sure to obtain a doctor's letter confirming that **You** need to curtail **Your Trip** and return **Home**. We will also need **Your** holiday booking invoice and receipt to support **Your** claim.

### What should I do if I'm injured or taken ill during my holiday?

Immediately arrange for any treatment **You** need, but please be sure **You** contact us as soon as possible for authorisation before incurring any medical expenses over £500. **You** must obtain a detailed receipt for all the treatment that **You** receive.

### What if the injury or Illness prevents me returning Home as planned?

Please get written confirmation from the doctor who is treating **You,** that **You** are unfit to travel at the scheduled time.

### What should I do if another party is responsible for some of my claims costs?

It is important to note that if **You** encounter an incident that may lead to a claim, **Your** first course of action should be to seek compensation from any available sources other than our insurance. This includes, but is not limited to, making claims through **Your** Tour Operator, Accommodation Provider, or Credit

Card provider. Should these avenues be unable to fully cover **Your** costs, **You** are then encouraged to file a claim with us.

Furthermore, if **You** are in a position to recover any portion of **Your** claim's costs through alternative means, such as another insurance **Policy**, coverage through a state healthcare system, or a legal entitlement to recover costs from a third party, **You** are required to inform us. Our contribution will then be adjusted accordingly, ensuring that we only cover our fair share of the costs. This approach helps us manage costs effectively, ensuring that our insurance remains sustainable and valuable to all insured persons.

#### Important note:

If **You** need to stay in hospital for more than 24 hours, someone must contact International Emergency Medical Assistance on **+1 305 893 9433** as soon as possible to advise us of the details. Should **You** incur any additional expenses for travel and accommodation, please keep **Your** receipts.

### What's the procedure if my baggage is lost, stolen, damaged or delayed?

- If **You** lose **Your** baggage or it is stolen, report this to the police immediately and get a Police Report.
- If Your baggage is lost or damaged whilst being carried by an airline, railway, coach or ship, report this in writing to the carrier as soon as possible (at least within three days). Make sure You receive a Property Irregularity Report or similar documentation. Please keep copies of any correspondence You send or receive, as well as the retained portion of the travel tickets and baggage tickets.
- In the event of Your baggage being damaged, obtain an estimate for the repair. If the article is not repairable, get a letter of confirmation from the repairers. Please retain the damaged item wherever possible.
- To support a claim for damaged and lost items we will require receipts showing the purchase price and date of purchase.
- If Your baggage is delayed for more than 12 hours, get written confirmation of this from the carrier. You will also need receipts to support Your claim for any emergency purchases You have to make.

#### What if I lose my passport?

Report it to the police immediately and get a Police Report. If **You** incur costs when obtaining replacement documentation e.g. extra travel, unplanned accommodation or statutory charges, be sure to keep all **Your** receipts.

#### What if my money is lost or stolen?

- Report this to the police without delay certainly within 24 hours of discovering the loss. Please get a Police Report.
- If You have lost Travellers Cheques You should report this
  immediately to the local branch, agent or issuing authority
  and apply to them for a refund. If, for any reason, You are
  unsuccessful in getting a refund, You will need a letter from
  them confirming this fact.
- If You have lost Your foreign currency You will need evidence of conversion from the bank, such as a currency conversion bank slip.
- If **You** have lost sterling or cheques, **You** will need confirmation of cancelled cheques and bank statements.

### What if I miss my plane, train, coach or ferry because of a transport breakdown?

If **Your** transport breaks down, please make every effort to reach the point of departure from or return to **Your Home** country on time. Should **You** still miss **Your** flight, train, coach, ship, ferry, or cross-channel train, get a receipt for any alternative transport needed to reach **Your** destination. If public transport lets **You** down, please obtain written confirmation from the carrier explaining the cause.

### What if my outward or return journey is delayed for more than 12 hours?

Please obtain detailed confirmation from the carrier (or their handling agent) explaining the reasons for the delay, its precise duration and the original itinerary.

### What if I accidentally injure someone outside my immediate Family and they wish to seek compensation?

We will require the name and address of the person injured; a full description of the injuries suffered; plus full details of the **Accident** – including how, when and where it occurred.

# **General Conditions**

IMPORTANT NOTE: Certain sections of the Policy have particular conditions attaching to them, but these apply to all sections:

- 1. Before We consider a claim, it is a condition that:
  - 1.1 The answers in any proposal and declaration for this insurance are true and complete to the best of Your knowledge and belief and such proposal and declaration form the basis of this contract.
  - 1.2 You or any person, on whose behalf payment is claimed; observe the terms and conditions of the Policy.
  - **1.3** You take all reasonable steps to prevent **Accident**, injury, **Illness**, disease, loss or damage.
  - **1.4** You produce the Validation Certificate/Invoice as evidence when making a claim.
- 2. Any Medical information supplied to Us will be treated in the strictest confidence and will be used solely for Our own internal purposes for the assessment of the risk and will not be disclosed to any outside person or authority without the specific approval of the person whose details are given. We shall not refuse cover unless, in Our opinion, the risk associated with the particular person is substantially greater than that represented by the average healthy traveller.
- 3. During each Period of Insurance, and before You depart on each Trip You must declare to Us any change in Your health or medical status, or changes in the health or medical status of any Close Relative on whom travel plans depend. We must accept this change in writing before cover will be continued.
- **4.** We will not refund any premium paid after 14 days from the issue date of this **Policy** unless as a result of cancellation by Us.
- 5. You must exercise reasonable care for the supervision and safety of Your property and of Your person. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not Insured.
- **6. You** must avoid needless self-exposure to peril unless **You** are attempting to save human life.
- 7. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 8. You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully in conjunction with Your Validation Certificate/ Invoice, and if unsure as to what is covered or excluded, contact the Policy Helpline.

- **9.** In case of an emergency or of any occurrence, which may give rise to a claim against **You** for costs in **Excess** of £500 under this insurance, **You** must contact Us as soon as practicable. **You** must make no admission, offer, promise or payment without Our prior consent. Telephone Us first.
- **10.** We are entitled to take over **Your** rights in the defence or settlement of a claim, or to take proceeding in **Your** name for Our own benefit against another party and We shall have full discretion in such matters.
- **11.** We may, at any time, pay to **You** our full liability under this **Policy** after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 12. You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty Person(s). We may at any time at our expense take such action as We deem fit for the recovery of the property lost or stated to be lost. You must provide a police report to substantiate any claim for lost or stolen items.
- **13.** In the event of a valid claim, **You** shall allow Us the use of any relevant travel tickets **You** are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by Us.
- **14. You** must give us written notice of any event, which may lead to a claim, within 28 days of **Your** return **Home** to the country of departure.
- **15.** As often as We require **You** shall submit to medical examination at Our expense. In case of the death of an Insured Person We shall be entitled to have a postmortem examination carried out at Our expense. **You** must supply Us with a written statement substantiating **Your** claim, together with (at **Your** own expense) all certificates, information, evidence and receipts that We require.
- **16. You** will be required to reimburse to Us, within one month of Our request to **You**, any costs or expenses We have paid out on **Your** behalf which are not covered under the terms of the Insurance.
- 17. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which You have purchased insurance, then no cover at all shall apply in respect of that Trip and You will need to make alternative insurance arrangements.
- **18.** This contract has been entered into in the United Kingdom and is subject to the laws of the island of Guernsey
- **19.** No provision or condition of this **Policy** may be waived or modified except by an endorsement signed by an authorised official on behalf of Us.
- 20. If any claim under this Policy is fraudulent in any respect or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to claim under this Policy, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.

- **21.** No Assignee shall be entitled to any payment under this **Policy**.
- 22. Insured Persons Must Keep Hold of Any Damaged Items:
  In the event of damage to any items covered under this
  Policy, the Insured Person is required to retain possession
  of the damaged items. These items must be kept for
  inspection by Us or Our appointed representatives. Failure
  to retain the damaged items may affect the assessment and
  outcome of the claim.
- **23.** The Insurance Being Non-Transferable: This insurance **Policy** is strictly non-transferable. It is uniquely issued to the Insured Person based on individual risk assessments and conditions at the time of application. The benefits and rights under this **Policy** cannot be transferred to another party under any circumstances.
- 24. Insurers Will Not Pay Any Claims That Expose Them to Sanctions: We will not provide coverage or pay claims which would expose Us or any of Our affiliates to any sanctions, prohibitions, or restrictions under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom, United States of America, or any other applicable national economic or trade sanction law. Compliance with such legal and regulatory frameworks is paramount, and all Policy actions and claims will be assessed in light of these considerations.

# General Exclusions

IMPORTANT NOTE: Certain sections of the Policy have particular exceptions attaching to them and the following apply to all sections (unless otherwise stated):

### We will not pay for:

No Section of this **Policy** shall apply in respect of:

- Pre-Existing Conditions as defined unless expressly confirmed acceptance by Us.
- **2.** Any person who has reached the age of 65 years at the commencement of the **Period of Insurance**,
- Claims arising from circumstances known to You at the latter of:
  - **3.1** Applying for this insurance or
  - **3.2** At any time prior to the commencement of the **Period of Insurance** or
  - **3.3** Booking **Your Trip** or
  - 3.4 The commencement of any Trip,
- 4. claims arising as a result of changes to Your health or the health of a Travelling Companion or anyone upon whom Your Trip depends, which have not been disclosed to Us prior to the latter of:
  - 4.1 The commencement of the Period of Insurance or
  - **4.2** Booking **Your Trip** or
  - **4.3** The commencement of any **Trip**.
- 5. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, Policy or any motoring organization's service. If You have any other certificate in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section 5 Personal Accident.
- **6.** Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **You** would have paid for in any case).
- **7. Consequential Loss** of any nature, including, but not exclusively, phone calls and taxi fare, other than as specifically provided within the terms of this **Policy**.
- **8.** Any deliberately careless or deliberately negligent act or omission by **You**.
- **9.** Needless self-exposure to peril except in an endeavour to save human life.
- **10.** Any claim arising directly or indirectly out of drug addiction or solvent abuse or **You** being under the influence of alcohol or drug(s).
- **11.** Any claim arising or resulting directly or indirectly from any psychiatric or mental/psychological disorder including anxiety, depressive **Illness** of any type, suicide, attempted suicide or intentional self-injury.

- **12.** Flying (other than as a fare-paying passenger on a regular **Scheduled Airline** or licensed charter aircraft).
- 13. Sexually transmitted diseases.
- **14.** Any injury, **Illness**, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/ or any HIV related **Illness** including AIDS and or any mutant derivatives or variations thereof however caused.
- **15. Your** engaging in **Manual Work** (as defined) in conjunction with any profession, business or trade.
- **16.** Any activities which are not listed within the Activities section or where the appropriate premium has not been paid.
- 17. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - 17.1 War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), active involvement in criminal activity, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - 17.2 Any act of terrorism including but not limited to:
    - **17.2.1** The use or threat of force, violence and/or
    - 17.2.2 Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
    - 17.2.3 Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above. If we say that because of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden is on **You** to prove otherwise.
    - 17.2.4 As an innocent by-stander You are covered for emergency medical expenses only providing that at the time of travel You are not travelling to a country or area that the Foreign Ministry of Your country of residence lists as a place which they either advise against: all travel to; or all travel on holiday or non-essential business.
- 18. Loss or destruction or damage or any expense whatsoever resulting from: Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other

- hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- **19.** Any claim when **You** have not paid the appropriate premium for the cover required.
- **20.** Any claim arising from **You** travelling against any health requirements stipulated by the carrier, their handling agent or any other transport provider.
- **21.** The cost of medical reports, completion of claim forms, administration charges or any reports unless confirmed by Us.
- **22.** Any claim arising from prohibitive regulations by Government of any Country, or delay, or amendment of the booked **Trip** due to Government action.
- 23. Our Policy does not provide coverage for any claims resulting from the insured's involvement in illegal activities or failure to comply with legal regulations. It is imperative for Policyholders to adhere to all laws and regulations of the regions they visit.
- **24.** Claims related to the bankruptcy or financial failure of any tour operator, travel agent, transport company, or accommodation provider are not covered under Our **Policy**. We encourage travellers to verify the financial stability of their service providers before making bookings.
- **25.** We do not cover claims arising from a tour operator's failure to provide the advertised facilities or services. It is important for travellers to address such disputes directly with the service provider.
- 26. Claims arising because the insured failed to obtain the recommended vaccines, inoculations, or medication prior to their Trip, or failed to complete the recommended course of medication are not covered. Ensuring You meet health requirements is a key responsibility before travel.
- **27.** Our **Policy** does not cover claims related to the failure to secure necessary **travel documents**, such as passports and visas. It is the traveller's responsibility to ensure all required documents are obtained before departure.
- 28. Claims related to the health conditions of non-travellers, known prior to making travel arrangements and which could reasonably affect travel plans, are not covered. This exclusion emphasises the importance of considering the health of those upon whom Your Trip may depend.
- 29. In instances where We have arranged for alternative travel Home following a Curtailment or emergency medical claim, claims for unused original tickets are not covered. It is Our goal to assist in such emergencies, but the original travel plans and associated costs are outside Our coverage.
- **30.** We will not pay:
  - 1. Any benefit Bodily Injury or Illness; or
  - 2. for any loss, damage, liability, cost or expense;

caused deliberately or accidentally by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).

- **31.** We do not cover claims in any way caused by or resulting from an Infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO). This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s). This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC. This general exclusion applies to all sections of cover with the exception of Section 2 – Medical and related expenses incurred abroad, so long as the PHEIC deceleration was not in existence at the time of booking **Your Trip**, at the time Your Trip commenced and/or there were no prohibitive travel regulations.
- **32.** No claims will be made in the event of travel to or claims from the following territories: Afghanistan, Belarus, Burkina Faso, Central African Republic, Chad, Cuba, Haiti, Iran, Iraq, Israel, Lebanon, Libya, Mali, Mauritania, Niger, North Korea, Palestine, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine, Venezuela & Yemen.
- **33.** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- **34. You** are not covered for pregnancy, without any accompanying **Bodily Injury**, **Illness** or complication. Pregnancy does not constitute an unforeseen circumstance.

### **Benefits**

# Section 1 - Cancellation and Curtailment Charges

We will cover up to the amount shown in the Schedule of Cover per Insured Person in total under this **Policy** for financial loss. **You** suffer during the **Period of Insurance**, being non-refundable deposits and amounts **You** have paid (or have contracted to pay), for travel to/from **Your** holiday destination and accommodation **You** do not use because of **Your** inability to commence travel or complete the **Trip**. **Your** Cancellation or **Curtailment** must be necessary and unavoidable in order for **You** to claim.

You are covered for:

#### **Cancellation**

- Unforeseen Bodily Injury, Illness or death of You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
- The death, imminent demise or hospitalisation due to a serious Accident or Illness of a Close Relative.
- You or Your Travelling Companion being called up for jury service or being subpoenaed as a witness in a Court of Law (other than in a professional capacity)

#### Curtailment

- Unused accommodation and additional travel expenses which are not recoverable from any other source, because of unexpected **Curtailment** of **Your** holiday or **Trip** after commencement, due to one of the following reasons:
- Unforeseen Bodily Injury, Illness or death or You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
- The death, imminent demise or hospitalisation due to a serious Accident or Illness of a Close Relative.

### Conditions applicable to Cancellation Charges: (See also General Conditions)

- You must advise Your Travel Agent/Tour Operator or provider of transport/accommodation, as soon as You become aware of the need to cancel Your Trip. We will only be responsible for the cost of cancellation that applied at the time You became aware of the reason for cancellation. You must provide Us with a cancellation invoice.
- Our maximum liability under this section shall not exceed the amount paid by You, less any refund recoverable from Your Travel Agent/Tour Operator.
- All claims relating to Cancellation due to a medical reason must be supported by documentation confirming that medical advice was sought and that advice was given by a medical practitioner to cancel a **Trip** prior to cancellation of that **Trip**.

### Conditions applicable to Curtailment: (See also General Conditions)

 Prior to Curtailment of the holiday, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return Home. Our medical emergency service must be contacted prior to any arrangements being made to curtail the Trip and return Home.

# Section 1 Cancellation or Curtailment Exclusions

(See also General Exclusions) You are not covered for:

- The Excess referred to in the Schedule of Cover.
- Any circumstances known to You likely to cause cancellation or Curtailment, prior to booking.
- Your disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or Company operating as **Your** Agent.
- Failure by the provider of any part of the booked **Trip** to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise).
- Any expense payable by the tour operator, hotel or airline or recoverable from any other source.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country.
   You should direct any claim in this case to the transport operator involved.
- Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip.
- Loss arising directly or indirectly from adverse weather conditions.
- The cost of tours, excursions or rental vehicles.
- Any cancellation or Curtailment caused by work commitments or amendment to Your holiday entitlement by Your employer.
- Any claim resulting from Your failure to hold or obtain a valid passport and any required visa in time for the booked Trip.
- Additional costs for which You become responsible for as a result of not cancelling Trip immediately there is a reason for a Trip to be cancelled.
- Any loss or expense where You cannot travel or choose not to travel because the Foreign, Commonwealth and Development Office (or any other equivalent Government body in another country) advises against travel due to a pandemic.
- Any loss or expense relating to Your disinclination or reluctance to travel following a pandemic or due to compulsory quarantine on arrival at Your destination or on return to Your Home area.
- The cost of this **Policy**.

### Section 2 – Medical and related expenses incurred abroad

We will cover up to the amount shown in the Schedule of Cover per Insured Person who suffers a sudden and unforeseen **Bodily Injury** or **Illness** or dies during a **Trip**. We will cover the following costs necessarily and reasonably incurred abroad as a result of **You** becoming ill, sustaining injury or dying outside **Your Home** during the **Period of Insurance**:

- Pre-admission preparation and procedures in connection with the surgery without incurring any room and board charge
- Hospital accommodation (up to the cost of a standard private class single-bed air conditioned room), meal charges
- General nursing services
- Diagnostic, laboratory or other medically necessary facilities and services
- Physicians/Surgeon's/Anaesthetist's fees
- Operating theatre charges
- Intensive Care Unit charges
- Specialist consultations or visits
- All drugs, dressings or medications prescribed by the treating Physician for in-hospital use
- Prescribed post hospital treatment following an eligible inhospital admission (up to max 30 days following discharge).
   We do not pay for the costs of non-medically necessary goods or services including (but not limited to) items such as telephone, television, newspapers, and meals or accommodations of guests
- Costs of providing emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth carried out solely to alleviate distress in eating up to the amount shown in the Schedule of Cover.

#### **Additional Hospitalisation Benefit**

If, during **Your Trip You** are admitted as an in-patient to Hospital for more than 24 hours, on the recommendation of a medical practitioner, We will pay a benefit of the amount shown in the Schedule of Cover per day up to a maximum of the amount shown in the Schedule of Cover.

### Conditions applicable to Section 2 (See also General Conditions)

- On Your admission to Hospital abroad, Our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours.
- Should You incur outpatient costs for MRI or CT scans You should contact Us immediately to obtain authorization.
- We reserve the right to repatriate You to Your Home when, in the opinion of the doctor in attendance and Our Medical Assistance Provider, the Insured Person is fit to travel. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of Our Medical Assistance Provider subject to consultation with the doctor in attendance.

### Section 2 Medical and related expenses incurred abroad Exclusions.

(See also General Exclusions) You are not covered for:

- The **Excess** referred to in the Schedule of Cover.
- Medical treatment, which, in the opinion of the attendant physician, could reasonably be deferred until the Insured person returns to Your Home.
- Any Treatment after the Insured Person has returned **Home**.
- Medication, which, at the time of departure is known by You to be required or to be continued outside Your Home.
- Any Illness, for which inoculation should have been obtained, prior to the Trip.
- Any claims arising from a medical condition, where You
  travel against the advice of a qualified medical practitioner or
  would be travelling against the advice of a qualified medical
  practitioner, had You obtained advice.
- Cost of treatment, not directly related to the Bodily Injury/ Illness.
- The cost of upgrades to Your flight unless certified medically necessary by a medical practitioner and agreed in advance by Us
- Any costs where the transportation Home has not been arranged by Us.
- Any amount recoverable under any National or Private Health Insurance Scheme, Reciprocal Health Arrangement (such as UK Global Health Insurance Card (UK GHIC)) or any other source.

# Section 3 – Medical evacuation and repatriation

We will cover up to the amount shown in the Schedule of Cover per Insured Person who suffers a sudden and unforeseen **Bodily Injury** or **Illness** requiring medical evacuation or repatriation in the opinion of Our Medical Advisers. We will cover the following costs necessarily and reasonably incurred abroad as a result of **You** becoming ill, sustaining injury or dying outside **Your Home** during the **Period of Insurance**:

- Expenses up to the amount shown in the Schedule of Cover for burial or cremation of a deceased Insured Person abroad or repatriation of the deceased Insured Person's body or ashes.
- Additional travelling costs to repatriate You Home when recommended by Our Medical Assistance provider.

We will pay the additional travelling and accommodation costs for one person to remain with **You** if it is medically necessary for **You** to stay beyond **Your** scheduled return date.

If **You** are travelling alone, we will cover the cost of one person to travel to stay with **You** if it is medically necessary for **You** to be accompanied as recommended by Our Medical Assistance Provider.

### Conditions applicable to Section 3 (See also General Conditions)

- Should You require medical evacuation or repatriation Our International Medical Emergency Assistance service must be contacted immediately.
- We reserve the right to repatriate You to Your Home when, in the opinion of the doctor in attendance and Our Medical Assistance Provider, the Insured Person is fit to travel. If You do not comply with this decision, We reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of Our Medical Assistance Provider subject to consultation with the doctor in attendance.

We and Our Medical Advisers reserve the absolute right to decide if the Insured Person's medical condition is sufficiently serious to warrant emergency medical evacuation or repatriation Home.

# Section 3 Medical evacuation and repatriation Exclusions

You are not covered for (See also General Exclusions):

- The **Excess** referred to in the Schedule of Cover.
- Medical treatment, which, in the opinion of the attendant physician, could reasonably be deferred until the Insured person returns to Your Home.
- Any treatment after the Insured Person has returned **Home**.
- Medication, which, at the time of departure is known by You to be required or to be continued outside Your Home.
- Any Illness, for which inoculation should have been obtained, prior to the Trip.
- Any claims arising from a medical condition, where You
  travel against the advice of a qualified medical practitioner or
  would be travelling against the advice of a qualified medical
  practitioner, had You obtained advice.
- Cost of treatment, not directly related to the Bodily Injury/
- Any costs where the transportation Home has not been arranged by Us.
- Any amount recoverable under any National or Private Health Insurance Scheme, Reciprocal Health Arrangement (such as UK Global Health Insurance Card (UK GHIC)) or any other source.

# Section 4 – Personal Luggage, Cash and Passport

 You are covered for up to the amount shown in the Schedule of Cover if, in the course of a Trip, Your Personal Luggage, Cash or Passport is damaged, stolen, destroyed or lost (and not recovered). We have the option to either pay You for the loss, or replace, reinstate or repair the items covered. Payment will be on the basis of the purchase price of the items concerned, after a deduction for normal wear and tear and bearing in mind the age of the items. Loss or damage by **Accident** or misfortune to Your:

- Personal Luggage (excluding Valuable Items).
- Cash up to the limit shown in the Schedule of Cover.
- Passport up to the limit shown in the Schedule of Cover in respect of expenses incurred in obtaining an emergency passport whilst abroad only.

#### Temporary loss of luggage:

Up to the amount shown in the Schedule of Cover for essential replacement items in the event of temporary loss, delay or misplacement, while in transit on Your outward Journey, of Your Personal Luggage for more than 12 hours. Any amount paid will be deducted from the final claims settlement should the items prove to be lost permanently.

### Conditions applicable to Section 4 (See also General Conditions)

- Duty to take care: You must take proper and due care of Your property including examination of Your luggage on arrival at Your destination. In the event of loss or damage, You must take all reasonable steps to safeguard and recover Your property. You must not leave Your property unsecured or outside Your reach or unattended at any time in a place to which the public have access or in the custody of a person who is not a Travelling Companion.
- Any loss or damage, which occurred in transit, must be reported to the carriers, and any loss or theft to the Police, within 24 hours of discovery. In both instances a written report must be obtained. Temporary loss of baggage is subject to a written report from the carrier and payment of the relevant benefit is subject to receipts for emergency items being submitted.
- If You are claiming for stolen or lost goods You must produce
  a receipt for the purchase of the original goods wherever
  possible, which will simplify Our assessment of the claim
  and speed up payment. If You are claiming for damaged or
  destroyed goods You must produce an estimate for repair from
  a reputable dealer confirming the estimated cost of repair.
- In the event of a claim in respect of a Pair or Set of articles We shall only be responsible for the value of that part of the Pair or Set which is lost, stolen or damaged.
- If it is not possible to report the loss or damage in transit to the carrier immediately- You must advise them in writing within 7 days of the incident and obtain the aforementioned- written report.

# Section 4 Personal Luggage, Cash and Passport Exclusions

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of luggage). A separate Excess is deductible in respect of claim against each of benefits above.
- More than the amount shown in the Schedule of Cover for any single article of any kind.
- Valuable Items or

- Money unless in Your possession or attended by You or deposited in a safe or safety deposit box at all times.
- Any property in unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Money loss due to **Depreciation**, errors, or omissions.
- Loss or damage caused by wear and tear, deterioration,
   Depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers, tablet computers, lap top computers and/ or their accessories, e-readers or similar items, glass, china, antiques, picture, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, televisions, CDs, CD, MP3 or DAT players or similar items, tobacco or tobacco products, alcohol or alcohol products, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or **Accident** to the conveyance in which **Your** Luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to You.
- Items carried as freight or under a bill of loading.
- More than the amount shown in the Schedule of Cover in respect of money for children under 16 years of age.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery.
- Cover for temporary loss of baggage for which You have received full compensation from someone else.

# Section 5 – Outward Delay / Missed Departure or Connection / Abandonment.

**You** are covered for:

#### **Delayed Departure**

Where **Strike**, **Industrial Action**, adverse weather or mechanical breakdown of, or **Accident** to, aircraft or sea vessel on which **You** are booked a passenger for **Your** outward or return journey from or to **Your Home**, and forming part of a booked **Trip**, and specified on **Your** ticket, is cancelled or delayed for a minimum of 12 hours beyond the intended Departure time, We will the cover up to the amount shown in the Schedule of Cover in respect of every completed 12 hour period of the delay in **Your** scheduled departure time, up to a maximum of the amount shown in the Schedule of Cover per Insured Person.

#### **Missed Departure or Connection**

Where scheduled public transport services on which **You** are booked as a passenger fail, or are disrupted, OR the car in which **You** are travelling is involved in an **Accident** or breaks down, and this stops **You** from getting to the airport, port or station on time to commence or continue **Your** pre-booked **Trip**, We will reimburse **You** in respect of reasonable additional accommodation and travelling expenses, necessarily incurred – up the maximum amount of the limit shown in the Schedule of Cover.

Internal flights which are part of **Your Trip** and which are prebooked and paid for in **Your Home** prior to departure are covered under this section.

#### **Abandonment**

Where **Strike**, **Industrial Action**, adverse weather or mechanical breakdown of, or **Accident** to, aircraft or sea vessel on which **You** are booked as a passenger for **Your** outward or return journey from or to **Your Home**, and forming part of a booked **Trip**, and specified on **Your** ticket, result in abandonment of **Your** outward **Trip**, We will pay for loss of accommodation and travel charges up to the limit shown in the Schedule of Cover, paid or contracted to be paid by **You**, and which are not recoverable from any other source. Subject to a minimum delay of 24 hours from the scheduled departure time.

### Conditions applicable to Section 5 (See also General Conditions)

- You must have checked in according to the itinerary given to You by the Tour Operator or Carrier and obtained written confirmation from them or their Handling Agents of the cause of the delay from the scheduled departure time and the actual period of the delay.
- For cover in respect of missed connection You must allow
  a sufficient amount of time (a minimum of 4 hours plus
  transfer time to a different airport, if applicable) between
  Your scheduled arrival at the point of departure for Your
  connecting flight and the Scheduled time of departure of
  same.
- A repairer's report obtained at the time of the incident will be required for vehicle breakdown claims.

### Section 5 – Outward Delay / Missed Departure or Connection / Abandonment Exclusions

- The Excess referred to in the Schedule of Cover (applies only to Abandonment).
- Any claim resulting from Strike or Industrial Action, which commenced (or for which an officially stated intent had been given) on or prior to the date of booking Your Trip.
- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.

- Claims where **You** have not obtained written confirmation from the carrier or handling agent stating the period and reason for delay.
- Delays as a result of Your failure to check in at Your departure point in time.
- Claims for missed connecting flights where insufficient time (a minimum of 4 hours plus transfer time to a different airport, if applicable) has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of "Delayed Departure", "Missed Departure or Connection" and "Abandonment.
- Any compensation that can be claimed or recovered from another party, including but not limited to **Your** tour operator, transport provider, accommodation provider, credit card provider or other service provider.
- Any claim cause by traffic congestion.

#### Section 6 - Personal Accident

If **You** suffer accidental **Bodily Injury** during the **Trip**, which within 12 months is the sole and direct cause of death or disablement, We will pay **You** or **Your** legal personal representative the amount shown in the Schedule of Cover due to:

- Death
- Loss of one or more limbs, loss of one or more fingers and toes, or total and irrecoverable loss of all sight in one or both eyes
- Permanent Total Disablement

#### Section 6 – Personal Accident Exclusions

You are not covered for (See also General Exclusions):

- Injury not caused solely by outward, violent and visible means.
- Your disablement caused by mental or psychological trauma not involving Your Bodily Injury.
- Disease or any physical defect, infirmity or **Illness** which existed prior to the commencement of the **Trip**.
- Any payment in **Excess** of the amount shown in the Schedule of Cover per Insured Person.
- Personal Accident coverage does not apply if You are participating in any of the activities outlined in Your Policy.

### Section 7 – Public Liability

If in the course of a **Trip**, **You** become legally liable for accidental **Bodily Injury** to, or the death of, any person and/or accidental loss of or damage to their property, then:

- All sums which **You** shall become legally liable to pay as compensation; and
- All legal costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to the maximum of the amount shown in the Schedule of Cover under this **Policy** (including costs). This limit applies to any and all claimants in any one **Period of Insurance** affected by and all occurrences with any one original cause.

### Conditions applicable to Section 7 (See also General Conditions))

- The Insured Person is required to notify Us immediately of any prosecution, inquest, or inquiry in connection with any occurrence which may give rise to a claim under this Section.
- No admission of liability, offer, promise of payment, or indemnity shall be made or given by or on behalf of the Insured Person without Our written consent.
- All writs, summonses, legal notices, or other documents relating to any occurrence which may give rise to a claim under this Section must be forwarded to Us immediately upon receipt.
- We reserve the right to take over and conduct the defence of any claim in the name of the Insured Person. We may also settle any claim as We deem expedient.

### Section 7 – Public Liability Exclusions

- Injury to, or the death of, any member of **Your Family** or household, or any person in **Your** service.
- Loss of or damage to property belonging to, or held in trust by **You** or **Your Family**, household or servant.
- Loss of or damage to property which is the legal responsibility of You or Your Family, household or servant. This exclusion shall not apply to temporary accommodation, which You occupy and for which You assume contractual responsibly during Your Trip.
- Any liability, which attached by virtue of a contractual agreement, but which would not attach in law in the absence of such an agreement.
- Claims for injury, loss or damage arising directly or indirectly from: ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms (other than sporting guns).
- The pursuit or exercise of any trade, profession or gainful occupation, the participation in any Hazardous Activity (as defined), or the supply of goods and services by You.
- The occupation or ownership of any land or building.
- Wilful or malicious acts of the Insured Person.
- Liability or material damage for which indemnity is provided under any other insurance.
- Accidental injury or loss not caused through Your negligence in respect of property damage caused to temporary holiday accommodation.
- Public Liability Coverage is excluded while engaging in any of the activities covered in **Your Policy**.

### Section 8 - Hijack

You are covered for:

We will cover up to the amount shown in the Schedule of Cover per Insured Person for each and every completed 24 hours should **You** be subjected to a **Hijack** during the **Trip**.

### Section 8 – Hijack Exclusions

You are not covered for (See also General Exclusions):

- Claims not substantiated by a written Police report confirming the length and exact nature of the incident.
- Any claims related to the payment of ransom.

### Section 9 – Catastrophe Cover

You are covered for:

We will cover up to the amount shown in the Schedule of Cover incurred by **You** if **You** are forced to move accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, flood, hurricane, medical epidemic or local Government directive which is confirmed in writing by a local or national authority for irrecoverable travel and accommodation costs necessarily incurred to continue with the **Trip**, or if the **Trip** cannot be continued to return **Home**.

### Section 9 – Catastrophe Cover Exclusions

You are not covered for (See also General Exclusions):

- Claims not substantiated by a written report from the local or national authority who ordered **Your** relocation which confirms the exact cause for the relocation.
- Costs or expenses payable by or recoverable from Your tour operator, airline, hotel or other provider of accommodation or transport.
- Costs or expenses if You decide not to remain in Your booked accommodation, although it is considered safe and acceptable to continue staying there.
- Your decision not to stay in pre-booked accommodation when the local authorities state it is safe and acceptable to do so.
- The additional cost of accommodation or transportation in a higher class than which **Your Policy** originally booked.

### Section 10 – Optional Winter Sports Cover

The optional cover is only applicable where the relevant premium(s) has been paid and the **Validation Certificate/Invoice** noted accordingly.

#### **Winter Sports**

**You** are covered for: Alpine Ski Touring (with qualified local guide), Backcountry Skiing or Snowboarding, Big foot Skiiing Cat Skiing (with qualified local guide), Cross-Country Skiing (Along a designated cross-country ski route only), Dogsledding (On recognised trails), Ice Hockey (Indoor), Nordic skiing, Off-Piste Skiing or Snowboarding (provided local safety guidelines and warnings are observed), On-piste Skiing or Snowboarding, Ice Skating, Ski instructor course, Sledding / Tobogganing / Snow Sleds / Snow Sleighs (On snow), Snow biking (On-off Piste within resort boundaries), Snowmobiling (No remote areas, racing, time trials or endurance events), Snowshoeing, Terrain Park Skiing or Snowboarding

#### **Inability to Ski**

The cover includes financial loss **You** suffer concerning deposits or payments **You** have made (or have contracted to pay) for **Your** ski pack that **You** cannot recover if **You** have to register a claim under Section:

Section 1 - Cancellation and Curtailment Charges OR

If **You** are certified by a medical practitioner at the ski resort as being unable to ski as a direct result of **Bodily Injury** or sudden and unforeseen **Illness** occurring during the **Trip**, a proportionate refund in respect of charges for **Your** unused ski-pack up to the limit of up to the amount shown in the Schedule of Cover is provide under Inability to Ski cover.

#### Skis, Ski Equipment & Ski Pass

The cover under Section 4 **Personal Luggage**, **Cash** and Passport - is extended to apply to damage to, and loss or theft of, skis (including bindings) and ski equipment belonging or hired to **You**, up to the amount shown in the Schedule of Cover per Insured Person, subject to **Depreciation**.

Skis and ski equipment are covered against damage or loss whilst in use. Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle. Cover under Section 4 **Personal Luggage**, **Cash** and Passport is extended to include **Your** ski pass.

#### **Piste Closure**

If, due to lack of snow in the pre-booked resort, there is a total closure of the lift system and it is not possible to ski for a period in **Excess** of 12 hours, We will either pay **You** an amount not exceeding the amount shown in the Schedule of Cover per day to enable **You** to travel to another resort, or a benefit of the amount shown in the Schedule of Cover per day where no alternative resort is available. A written report must be obtained from the resort official in confirmation of these events.

#### Avalanche or Landslide

We will pay up to the amount shown in the Schedule of Cover in all per Insured Person per day, in order to reimburse **You** for reasonable extra accommodation and travel expenses **You** have to pay if scheduled public transport services are cancelled or curtailed following avalanches or landslide.

### Conditions applicable to Winter Sports (See also General Conditions

For Claims in respect of unused ski pack/ski hire due to **Illness/ Bodily Injury** a certificate from the attending doctor must be obtained.

If **Your** ski equipment is damaged, We offer compensation based on its age at the time of damage, ensuring **You** are supported in getting back to skiing quickly. Our reimbursement schedule is as follows:

Less than 1 year old: 85% of the original cost.

- 1 to 2 years old: 65% of the original cost.
- 2 to 3 years old: 45% of the original cost.
- 3 to 4 years old: 30% of the original cost.
- 4 to 5 years old: 20% of the original cost. Over 5 years old: No compensation.

#### Off-Piste

For **Your** protection, and to ensure continuity of the insurance cover, We have drawn up the following guidelines:

- You must observe the rules of the resort or area. If in doubt, You should follow the advice of the local guides or instructors.
- Where off-piste is only allowed in The Company of a guide, the guide's advice should be strictly followed.
- If You are inexperienced, You should not go off-piste except under the supervision of a guide.
- You must exercise common sense and follow sensible local practices

### Section 10 – Optional Winter Sports Cover **Exclusions**

You are not covered for (See also General Exclusions):

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds.
- **Trips** in the Northern Hemisphere outside the period commencing 1st November and ending 30th April.
- **Trips** in the Southern Hemisphere outside the period commencing 1st May and ending 30th September.

#### Section 11 – Activities

We will cover up to the amount shown under each Section of coverage as shown in the Schedule of Cover per Insured Person for any claim You suffer during the Period of Insurance, for Activities defined under Activities or Activity Add-On. Please note that all other Policy terms & conditions will apply in all respects. Please refer to Section 11 Conditions & Exclusions as well as the General Conditions & Exclusion.

Involvement in these activities is subject to Your compliance with local laws & regulations, following safety procedures & rules, instructions of qualified instructors and the use of recommended safety equipment & protective clothing (including, but not limited to: helmets, harnesses, protective equipment, etc.)

#### **Activities**

Aerobics, Archery, Athletics.

Backpacking, Badminton, Banana boating, Baseball, Basketball, Beach games and other beach and camping activities, Black water rafting (Grade 1-4), Boogie boarding, Bowls.

#### C

Camping, Canoeing (Inland / coastal – grades 1-3), Cheerleading (No stunts), Clay pigeon shooting, Cricket, Croquet, Curling, Cycling (excluding BMX, mountain biking, competing and stunting).

#### D

Dancing, Dinghy sailing (coastal waters), Dodge ball, Dry skiing, Dune bashing.

Fell walking (on recognized routes), Fencing, Fishing (Course / Fly / Deep-sea) (excluding wade fishing), Fitness training, Floorball, 19 Football (Soccer).

#### G

Go karting, Golf, Hiking (under 3,000m altitude).

Horse riding (excluding competitions, jumping, hunting, polo and racing), Hot air ballooning (as passenger only), Hurling.

Ice skating (Indoor), Ice skating (Outdoor) on a commercially managed rink.

Jet boating (Inland / coastal waters), Jet skiing (inland/ coastal – grades 1-3), Jogging.

#### K

Kayaking (Inland / coastal – grades 1-3), Kite buggy.

Martial arts (Non-contact), Motorcycling (on road under 125cc), Motorcycling as a passenger only (pillion).

Netball.

#### 0

Orienteering.

#### Р

Paint balling / Airsoft (Provided protective eye-wear and clothing are worn), Parasailing/ Parascending (Over water), Pony trekking.

Racquet sports, Racquetball, Rambling (Under 3,000m altitude), River canoeing, Roller blading, Roller skating, Rope bridges, Rounders, Rowing / Sculling (Inland / coastal waters – no white water), Running (up to half marathon distance).

Safari (if pre-booked through professional tour Operator, excluding the use of firearms), Sail boarding, Sailing (Coastal waters only), Sandboarding / Sand skiing, Scuba diving (up to 18 metres in depth). You must hold an appropriate diving qualification – PADI licence, or being instructed by a qualified diving instructor. Excludes solo dives and no dives less than 24 hours before departure to **Your Home**., Segway tours (Helmet must be worn), Skate boarding (ramp, half pipe, skate park, street). Excludes electric skateboarding, Snorkelling, Snowshoeing (Flat Terrain), Softball, Speed boating (Inland / coastal waters – no white water), Squash, Stand up paddle surfing / Paddle Boarding, Surfing, Swimming (Pool; enclosed, inland / coastal waters), Swimming with dolphins, Sledging, Snooker.

Table tennis, Tennis, Ten pin bowling, Track events (excluding racing as a professional), Trampolining, Trekking (under 3,000m), Triathlon up to sprint distance, Tug of war.

#### U

Ultimate frisbee.

Volleyball.

Wake boarding, Walking with elephants (Riding elephants not covered), Wall Climbing (Man-made Climbing Walls) – No soloing, Water polo, Water skiing, White Water Rafting (Grades 1-3), Wind surfing (Inland / coastal).

Yachting (Inside territorial waters), Yoga.

### Section 11B - Optional Adventure Pack

On top of the 100 activities covered as standard, **You** are covered for the following activities subject to purchasing the activity addon for additional premium:

#### Α

Aerial safari (Passenger in light aircraft, helicopter or hot air balloon only).

#### В

Black water rafting (Grade 5 and above), Bouldering up to a height of 8 metres, Bungee jumping.

#### C

Camel trekking, Canoeing (Inland / coastal - grades 3-5), Canyoning.

#### D

Dogsledding (on recognised trails).

#### F

Fell running, Field hockey.

#### G

Gliding, Gorge running, Gorge swinging, Gorge walking, Guided glacier walking, Gymnastics.

#### н

Hang-gliding, Hiking (up to 6,000 metres), Hydrospeed.

Ice Hockey.

#### K

Kayaking (Inland / coastal - grades 3-5), Kitesurfing.

#### M

Marathon running, Motorcycling up to 300cc (on road only) - no touring, Mountain biking (no downhill or competitions), Mountaineering with ropes up to a height of 2,500 metres.

#### P

Parachuting or Skydiving, Paragliding or Micro-lighting, Potholing.

#### R

Rock climbing (Single pitch only - excludes solo climbing/climbing without ropes).

#### S

Sailing (Outside coastal waters), Scuba diving (up to 30 metres in depth). **You** must hold an appropriate diving qualification – PADI licence or being instructed by a qualified diving instructor. Excludes solo dives and no dives less than 24 hours before departure to **Your Home**., Shark Cage Diving, Swimming with whales / whale sharks.

#### Т

Tandem skydive (1 jump), Trekking (up to 4,600m), Triathlon, Tubing on rivers (grades 1-2).

#### ٧

Via Ferrata.

#### Z

Zip Lining, Zorbing.

### Section 11C – Optional Extreme Adventure Pack

On top of activities covered as standard and in the adventure pack, the extreme pack for additional premium would cover **You** for the following activities:

Quad biking (up to 250cc), Rifle range / Sports shooting, Flying (as a passenger or pilot, under instruction, of a light aircraft), Gaelic Football, Horse riding (Jumping and polo), Hurling, Mountain biking (downhill using trails only), Off-road Motorcycling (up to 250cc & guided **Trips** only), Rugby (League or Union), Trekking (up to 6,500m).

### Conditions applicable to Section 11 (See also General Conditions)

All Activities are covered on an amateur basis only, there is no coverage if **You** are participating in any competitions or tournaments, on a professional or semi-professional basis.

#### You must:

- Comply with local laws & regulations
- Follow all safety procedures & rules
- Where appropriate be accompanied by a qualified instructor and follow their instructions
- Use recommended safety equipment & protective clothing (including, but not limited to: helmets, harnesses, protective equipment, etc.)
- Where appropriate hold the appropriate certification, qualification or license to participate in that Activity.
- If operating a motor vehicle, have the appropriate valid driving license for the vehicle or any other license required to operate that vehicle in the country of operation

### Special Conditions & Exclusions on Extreme Adventure Addon. (See also General Conditions and Activities Exclusions)

Please be aware:

- The Policy Excess is increased to £1,000 in respect of medical emergency repatriation by air ambulance or helicopter services.
- Tours must be guided.

#### Section 11 – Activities Exclusions

- Personal Accident (Section 6)
- Public Liability (Section 7)
- Any competitions or tournaments
- Participating on a professional or semi-professional basis
- Any activities not listed under the Activities, Activities, Extreme Add-On
- Activities undertaken under the influence of Alcohol
- Any mountaineering and use of ropes while climbing
- Walking/trekking on unrecognized routes
- Travelling against government advice.

### Section 12 – Optional High-Value Items Add-on

You are covered for:

- Valuable Items such as cameras, laptops, mobile phones, and other personal electronics are covered against loss, theft, and damage during Your Trip.
- You may cover up to a maximum of three items, with the following limits:
  - Travel Essentials Cover: £450 per item, up to three items.
  - Travel Plus Cover: £750 per item, up to three items.
- Claims will be settled on an indemnity basis, meaning the value of items will be adjusted for Depreciation due to age or wear and tear. Electrical items over five years old are not covered. You will be reimbursed according to this schedule:

Less than 1 year old: 85% of the original cost.

1 to 2 years old: 65% of the original cost.

2 to 3 years old: 45% of the original cost.

3 to 4 years old: 30% of the original cost.

4 to 5 years old: 20% of the original cost.

Over 5 years old: No compensation

### Conditions applicable to Section 12 (see also General Conditions):

- All items must be reported to the Police in the event of loss, theft, or damage, and a written Police Report must be obtained as part of the claim submission.
- You must record the item name in full, including specific details such as the name, model, and description. For example, if You are covering an iPad, specify the model as "Apple iPad 32GB."
- Claims must be supported with the original purchase receipt.
- Items must be properly stored and secured. No cover is available for items that are left unattended in public spaces or unsecured locations.

### Section 12 – Optional High-Value Items Addon Exclusions:

You are not covered for (See also General Exclusions):

- Unattended items are not covered. This includes items left
  in a public place or unattended vehicle unless they are locked
  away in a secure compartment.
- Items older than five years or with significant wear and tear are not covered. Electrical items over five years are excluded from any claims.
- No cover is provided if Your fail to obtain a Police Report for theft, loss, or damage claims.
- Any item not listed on Your Policy certificate with full details (name, model, value) at the time of purchase will not be covered under this Policy.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Breakage of or damage to sports equipment while in use.
- · Any property more specifically insured.

### Section 13 – Optional Already departed

You are covered for:

- If You have already departed from Home and are currently travelling, but only if nothing has happened prior to purchasing the Policy that could lead to a claim.
- Sudden and unexpected injuries caused by an Accident
  within the first 48 hours of purchasing the Policy will be
  covered, provided the incident is verified by an independent
  witness.
- Any claim that occurs after the first 48 hours from the date the Policy was purchased.

### Conditions applicable to Section 13 (see also General Conditions):

- Coverage is subject to the payment of an additional premium. You must have paid the premium for the coverage to be valid.
- Coverage will only commence 48 hours after You have purchased the Policy. During this waiting period, coverage is limited to injuries caused by sudden Accidents that can be verified.
- There is no 14-day cooling off period when the Policy
  is purchased after You have already started Your journey.
  Therefore, no refund will be issued if You cancel the Policy
  after purchase.
- This coverage is not available for Annual Multi Trips.

### Section 13 – Optional Already Departed Exclusions:

- **Pre-existing medical conditions** or any **Illness** or injury that occurs during the 48-hour waiting period are excluded.
- If You have already experienced loss of Personal Luggage or Valuable Items, or have already consulted a medical professional prior to purchasing the Policy, no claims will be accepted for those incidents.
- Any claims related to events that occurred prior to the Policy purchase will be considered fraudulent and may result in legal consequences.

# Optimum Global Insurance Company Limited Policy Holder's Complaint Procedure

We hope that **You** will be pleased with the **Policy You** have purchased, however if **You** have a complaint with any aspect of **Your Policy, You** may contact the broker/agent who arranged **Your Policy** for **You**.

Should **You** be dissatisfied with the outcome of **Your** broker's resolution, please submit **Your** written complaint to:

Optimum Global Limited, 4th Floor, 21 Perrymount Road, Haywards Heath, West Sussex, RH16 3TP

### complaints@optimumglobal.com

If You are still not satisfied You may write to:

Optimum Global Insurance Company Limited Second Floor, Block A, Lefebvre Court Lefebvre Street St Peter Port Guernsey GY1 2JP On the rare occasions we are not able to settle **Your** complaint ourselves, **You** may also refer **Your** complaint to the Channel Islands Financial Ombudsman at:

Channel Islands Financial Ombudsman (CIFO) PO Box 114, Jersey, Channel Islands, JE4 9QG

Email: enquiries@ci-fo-org Website: www.ci-fo.org

Jersey Local Phone: +44 1534 748610 Guernsey Local Phone: +44 1481 722218 International Phone: +44 1534 748610

### General Provisions and Limitations

**Arbitration:** Any difference with respect to medical opinion will be settled between two medical experts appointed by the two parties. This dispute resolution will be in writing. Any difference of opinion between the two medical experts shall be referred to an umpire who shall have been appointed in writing at the outset by the two medical experts.

**Legal Proceedings:** No legal proceedings shall be commenced until 60 days after a claim has been correctly submitted and no such action shall be brought unless it commences within three years from the first date of treatment. This **Policy** is governed by the Laws of the Island of Guernsey and any dispute arising out of this **Policy** shall be settled in the courts of Guernsey.

Misrepresentation and Fraud: All benefits under this Policy shall be voidable if the insurer determines, whether before or after the loss, the Insured Person has concealed or misrepresented any material fact or circumstance concerning this Policy or his/ her interest therein, or in the case of fraud or false swearing by You or if You refuse to disclose information or permit the use of such information, pertaining to any of the Insured Persons under this Policy. The completed and signed application form is the basis of and forms part of this Policy and any erroneous responses therefore constitute material misrepresentation. Any claim to which any concealed or misrepresented material facts or circumstance pertain shall not be payable under this Policy and You shall be solely responsible for all expenses relating to Your claim, including emergency medical evacuation costs.

Payment of Benefits: The claims administrator will, on behalf of the insurer, make payment to the Insured Person or legal representative or directly to the provider of treatment or services. Payment will be made in Great British Pounds (GBP) currency. We may, at our sole discretion, agree to pay claims in another currency requested by the claimant. Benefits will be calculated in GBP and converted into the requested currency as at the date that the claim is assessed.

**Pre-Authorisation:** It is recommended that insured persons obtain pre-authorization from Healthcase for all inpatient and day patient hospitalizations and special outpatient services.

**Subrogation:** If an Insured Person suffers a loss covered under this **Policy**, the insurer is granted the right from the Insured Person to take action to enforce all the rights, powers, privileges and remedies of the Insured Person, to the extent of benefits paid under this **Policy**, against any person or organisation which caused such loss. Additionally, if no fault benefits or other collateral sources of payment of expenses are available to the Insured Person, regardless of fault, the insurer is granted the right to make a demand for, and recover those benefits. If the insurer institutes an action, the insurer may do so at its own expense, in the Insured Person's name, and the Insured Person will attend at the place of loss to assist in the action. If the Insured Person institutes a demand or action for a covered loss he or she shall immediately notify the insurer so that it may safeguard its' rights. The Insured Person shall take no action after a loss that will impair the rights of the insurer.

**Statutory Conditions:** The application, the **Policy**, any document attached to the **Policy** when issued, and any amendment to the contract agreed upon in writing after the **Policy** is issued, constitute the entire contract. Any provision of the **Policy** which, on its effective date, is in conflict with the statutes of the jurisdiction in which the **Policy** was issued is hereby amended to conform to the minimum requirements of such statutes.

### How we use the Information about You

As **Your** insurer and a data controller, we collect and process information about **You** so that we can provide **You** with the products and services **You** have requested. We also receive personal information from **Your** agent on a regular basis while **Your Policy** is still live. This will include **Your** name, address, health information, risk details and other information which is necessary for us to:

- Meet our contracted obligations to You.
- Issue You this insurance Policy.
- Deal with any claims or requests for assistance that You
  may have Service Your Policy (including claims and Policy
  administration, payments and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **Your Policy** being cancelled or treated as if it never existed.

Some of the personal information that **You** provide may be sensitive information. This includes details about Your health or medical records. Where we need **Your** consent to collect and process Your sensitive information, this will be obtained from **You** at the relevant time. Please note that, in these cases, we may not be able to sell You an insurance Policy or deal with a claim if **You** do not agree to Us processing relevant sensitive information. In order to administer Your Policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of Optimum Global Insurance Company Limited, contractors, investigators, crime prevention organisations, national fraud databases, debt collection agencies and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, We will have strict contractual terms in place to make sure that **Your** information remains safe and secure. We will not share **Your** information with anyone else unless You agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information We have collected from **You** will be shared with fraud prevention agencies and databases within the United Kingdom, who will use it to prevent fraud and money laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment.

Further details of how **Your** information will be used by Us and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting:

#### https://www.odpa.gg/

#### **Processing Your Data**

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that You have with Us:
- Is in the public or Your vital interest; or
- For Our legitimate business interests.

If We are unable to rely on the above, We will ask for **Your** consent to process **Your** data

#### How we Store and Protect Your Information

All personal information collected by Us is stored on Secure servers which are either in the United Kingdom or European Union. We will need to keep and process **Your** personal information during the **Period of Insurance** and after this time so that We can meet our regulating obligations or to deal with any reasonable requests from our regulators and other authorities. We also have security measures in place in our offices to protect the information that **You** have given Us.

# How You can Access Your Information and Correct Anything Which is Wrong

**You** have a right to request a copy of the information that We hold about **You**. If **You** would like a copy of some or all of **Your** personal information, please contact us by email or letter as shown below:

Data Protection Officer
Optimum Global Insurance Company Ltd
Second Floor, Block A, Lefebvre Court
Lefebvre Street
St Peter Port
Guernsey
GY1 2JP

#### customerservices@optimumglobal.com

This will normally be provided free of charge, but in some circumstances, We may either make a reasonable charge for this service or refuse to give **You** this information if **Your** request is clearly unjustified or excessive. We want to make sure that **Your** personal information is accurate and up to date. **You** may ask us to correct or remove information **You** think is inaccurate, If **You** wish to make a complaint about the use of **Your** personal information, please contact our Complaints Manager using the details above. **You** can also complain directly to the Information

The office of the Data Protection Authority, Ground Floor, Block A. Lefebvre Court Lefebvre Street St Peter Port Guernsey GY1 2JP

email: info@odpa.gg Tel: +44 (0) 1481 742074

