

2019 Insurance Policy Wording



Important declaration

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

If You are travelling to the UK, Channel Islands, Isle of Man or Republic of Ireland, You are automatically covered for Your Medical Conditions unless:

1. You or a Close Relative has received a terminal diagnosis
2. You or a Close Relative has a Medical Condition but as yet no formal diagnosis
3. You or a Close Relative is on a waiting list or has the knowledge of the need for surgery

If you answer 'Yes' to any of these questions please call the Medical Screening Helpline on +44 (0) 203 829 6637

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

If You are travelling outside of the UK, Channel Islands, Isle of Man or Republic of Ireland, please read and follow the below:

EXISTING MEDICAL CONDITIONS

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

+44 (0)203 829 6637

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

Have you or anyone insured under this policy ever been diagnosed or received treatment for:

Any type of heart or circulatory condition?

YES

NO

Any type of stroke or high blood pressure?

YES

NO

Any type of breathing condition (such as Asthma)?

YES

NO

Any type of Cancer (even if now in remission)?

YES

NO

Any type of Diabetes?

YES

NO

Any type of irritable bowel disease?

YES

NO

Has your doctor altered your regular prescribed medication in the last 3 months?

YES

NO

In the last 2 years - have you, or anyone who is insured under this policy, been treated for any serious or re-occurring medical condition, asked to take regular prescribed medication, or referred to a specialist or consultant at a hospital for tests, diagnosis or treatment?

YES

NO

Are you or anyone who is insured under this policy waiting for any tests, treatment or a non-routine hospital appointment?

YES

NO

Full cover is available under this policy. If your answers to any of the above change to YES during the period of insurance, please contact us on 0203 829 6637.

If you have answered yes to the questions on the left you must tell us, in order to obtain cover for your medical condition(s), although an increased premium or excess may be required to do so.

To enable us to consider your change in health of your medical condition(s) please contact Travel Administration Facilities on:

0203 829 6637

8am-8pm Monday- Friday, 9am-5pm Saturday

Should we require any additional premium, and you accept our offer, this should be paid to Travel Administration Facilities, and sent within 14 days of our offer. If your existing medical condition would require an additional premium to be covered and you choose not to declare it, we reserve the right to decline a claim relating to this condition, unless otherwise agreed by us in writing. Full confirmation of our terms and conditions will be sent out to your address after your call. Any additional medical conditions not declared to us will not be covered.

If your answer changes to 'yes' at any point after the purchase of this policy you must call to inform us of this change in health to ensure you are fully covered for your trip.

BE AWARE!

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

Important declaration

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out or make changes to **Your** policy. If the information provided by **You** is not complete and accurate:

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

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

Should **You** not wish to take advantage of the optional terms quoted by the medical helpline, cover for the **Medical Condition** in question will be excluded.

There is no cancellation or curtailment cover for a **Pre-Existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless disclosed to Healthcheck and additional cover agreed.

Please also see general exclusions for additional details of other excluded **Medical Conditions**.

Change of Health

If there is a change to **Your** health which arises between the date of purchasing the policy and the planned date of departure, please contact Healthcheck for further advice in order to establish if the change in **Your** health will affect **Your** cover under this insurance.

Definitions of a Pre-Existing Medical Condition:

Means

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

Single trip policy

Dear traveller

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

The insurers

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

Call monitoring and recording

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

Complaints procedure

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

Complaints regarding Sale Of The Policy:

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

Complaints regarding Claims:

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

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

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

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

FSCS Compensation Scheme

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

Schedule of cover

Sums Insured		Per Person Up to	Excess
Section A	Cancellation or Curtailment	£1,500	£50 *
Section B	Medical Expenses	£5,000,000	£50
	Inpatient Benefit	£600 (£100 UK trips)	Nil
Section C	Personal Accident – disability	£10,000	Nil
	Death	£10,000	Nil
Section D	Delayed Departure or Arrival, or	£60	Nil
	Cancellation due to Delayed Departure	£1,500	£50
	Missed Departure	£400 (£100 UK trips)	£50
Section E	Personal Effects (Single item limit £200) (Valuables limited to £200 in total)	£1,000	£50
	Money	£250	£50
	Passport or Visas	£100	£50
	Temporary Loss of Baggage	£100	Nil
Section F	Personal Liability	£1,000,000	£250
Section G	Legal Expenses	£5,000	Nil

* loss of deposit excess is £12.50 for UK trips and £20 for non-UK trips

General information

Important information

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

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

Cooling off Period / Cancellation of Policy

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

Thereafter **You** may cancel the insurance cover at any time by informing **Your** travel agent however no refund of premium will be payable.

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

- Where **We** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

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

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

Consumer Insurance Act

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

- supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy
- to make sure that all information supplied as part of **Your** application for cover is true and correct
- tell us of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Period of Insurance / Start and End Dates

Single Trip

The Period of Insurance as shown on **Your** booking invoice or

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

Geographical Limits

Area 1: UNITED KINGDOM

Whilst insurance is available for holidays in the United Kingdom, Section B Medical Expenses (apart from repatriation costs) shall be inoperative.

Area 2: EUROPE

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

Area 3: WORLDWIDE excluding North America

North America means the USA, Canada and the Caribbean

- For any period of cover purchased Area 3 can include a single day/ night stop-over anywhere in the World for both outward and return travel.
- If the period of cover purchased is two months or more Area 3 can be extended to include a maximum of six days/ nights anywhere in the World.

Area 4: WORLDWIDE

Automatic Trip Extension

If **You** are prevented from completing **Your** travel before the expiration of this Insurance as stated under the Period of Insurance on the validation certificate or booking invoice for reasons which are beyond **Your** control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

In the event of **You** being hijacked, cover shall continue whilst **You** are subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

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

Limits of Cover

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

Reciprocal Health Agreements: EHC & Medicare

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

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

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

Fraudulent Claims

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

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on **Our** behalf, knowing the statement to be false;
- sends us or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** claim is in any way dishonest or exaggerated;

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

Documentation

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

Cessation of Insurance

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

Duplicate Insurance

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

Subrogation

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

One Way Travel

Cover under all sections ceases on arrival at final destination.

Definitions

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

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

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

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

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

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

Medical Condition Means any disease, illness or injury.

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

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

Pre-Existing Medical Condition Means

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

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

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

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

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

We, Us, Our Means Union Reiseversicherung AG UK.

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

The policy

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

General conditions and exclusions

The **Insured Person** will not be covered under Section A – Cancellation or Curtailment, Section B – Medical Expenses or Section C – Personal Accident for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

A) At the time of taking out this policy:

- i) Any **Pre-Existing Medical Condition** unless you have contacted the medical screening helpline on 01702 427179 and the Insurer has agreed to provide cover and you have paid the additional premium required.
- ii) Any **Medical Condition** that the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** has received a terminal prognosis.
- iii) Any **Medical Condition** the **Insured Person** is aware of but which has not had a formal diagnosis.
- iv) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is on a waiting list for or has knowledge of the need for surgery in a hospital;

or

B) After the date this policy was purchased:

A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the 'Pre-Existing Medical Conditions' section on page 2 has not been followed.

C) At any time:

- i) Any **Medical Condition** the **Insured Person** has in respect of which a **Medical Practitioner** has advised them not to travel or would have done so had they sought his/her advice.
- ii) Any surgery, treatment or investigations for which you intend to travel outside your **Home Country** to receive (including any expenses incurred due to the discovery of other **Medical Conditions** during and/or complications arising from these procedures).
- iii) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- iv) Pregnancy when you are expected to give birth within two months of the return date of your trip;
- v) Participating in any activity where the **Insured Person** has been advised against doing so by a **Medical Practitioner**.

Information and changes We need to know about

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

You must tell us as soon as possible about any changes in the

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

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

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

General Conditions

1. This Insurance is available for holiday or business travel, but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature or any hazardous activity not agreed on behalf of Us.
2. The trip or journey is for which this insurance is effected is not booked or commenced by an **Insured Person** either (a) contrary to medical advice or to obtain medical treatment, or (b) suffering from any **Medical Conditions** or symptoms which, are awaiting, or receiving investigation, treatment, tests, referral, or review or the results of any of the foregoing.
3. That You contact the Assistance Company as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

General Exclusions

We shall not pay for:

1. The first amount of each and every claim per incident claimed for under each Section by each **Insured Person** as denoted by the Schedule of cover.
2. The first £250 of each and every claim arising from the same incident under Sections F.

We shall not pay (unless agreed in writing by or on behalf of Us) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. (a) Mountaineering or climbing; pot-holing; sports tours; motorised competitions or races, travelling by motorcycle (other than in respect of motorcycles up to 125 cc hired or borrowed during the Period of Insurance, and the **Insured Persons** are wearing crash helmets), ski racing, ski jumping, ice hockey or the use of bobsleighs or skeletons; or
- (b) Any activity in the air (other than as a passenger in a fully licensed passenger-carrying aircraft, bungee jumping or parasailing); or
- (c) Wilful exposure to needless danger (other than in an attempt to save human life); or

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

2. Any form of stress or anxiety, depression or any other mental or nervous disorder unless investigated and diagnosed by a Hospital Consultant.
3. Any wilfully self inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.

4. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
5. **Your** participation in any criminal or illegal acts.
6. Any direct or indirect consequence of any act of war, invasion, acts of foreign enemy, (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of or damage to property by order of any government, local or public authority.
7. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
8. (a) Unless **We** provide cover under this insurance, any other loss, damage or additional expenses following on from the event for which **You** are claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.
(b) Any costs for (i) telephone calls (other than the first call to the Assistance Company to notify them of a medical problem requiring hospitalisation), (ii) taxi fares (unless a taxi is being used in place of an ambulance to take **You** to or from a hospital) or (iii) food and drink expenses (unless these form part of your hospital costs if **You** are kept as an inpatient).
9. **You** will not be covered under Section A – Cancellation or Curtailment, Section B – Medical Expenses or Section C – Personal Accident for any claims arising directly or indirectly from: either A) at the time of taking out this policy:
 - i) Any **Pre-existing Medical Condition** unless **You** have contacted Healthcheck and **We** have agreed to provide cover and **You** have paid the additional premium required.
 - ii) Any **Medical Condition** that **You** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** has received a terminal prognosis.
 - iii) Any **Medical Condition** that **You** are aware of but which has not had a formal diagnosis.
 - iv) Any **Medical Condition** for which **You** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is on a waiting list for or has knowledge of the need for surgery in a hospital.
 - v) Any circumstances that **You** are aware of that could reasonably be expected to give rise to a claim on this policy unless **You** have been given **Our** written agreement.
 or B) at any time:
 - i) Any **Medical Condition** that **You** have in respect of which a **Medical Practitioner** has advised **You** not to travel or would have done so had **You** sought his/her advice.
 - ii) Any surgery, treatment or investigations for which **You** intend to travel outside **Your** normal country of residence to receive (including any expenses incurred due to the discovery of other **Medical Conditions** during and/or complications arising from these procedures).
 - iii) Any **Medical Condition** for which **You** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
 - iv) Normal pregnancy, without any accompanying bodily injury, illness, disease or complication.
 - v) Any claims for costs related to pregnancy or childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to **Complications of Pregnancy and Childbirth**.
10. **Your** travel to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised all, or all but essential travel, unless agreed by **Us**.
11. Any search and rescue costs or ship to shore rescue costs (cost charged to **You** by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This does not include medical evacuation costs by the most appropriate transport.
12. Private medical treatment unless authorised by the Assistance Company.
13. Any Consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorized instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Section A Cancellation or Curtailment

If **You** have no option but to cancel the travel arrangements **You** have made after taking out this Insurance for the reasons listed below, **We** will pay for travel and accommodation cancellation charges that **You** have contracted to pay and cannot recover from any other source, but excluding Airmiles and similar promotions.

- i) A claim will be accepted for cancellation because of the death, serious injury, illness, of **You** or **Your Dependant Business Partner**, travelling companion or **Close Relative** upon whose health the travel arrangements will depend, providing the reason for the cancellation has its origins after this Insurance has commenced.
- ii) A claim will be accepted if **You** are called for jury service or as a witness in a Court of Law or due to unforeseen occupational posting overseas or exigencies of HM Forces not relating to war conflict operational deployment, the cause of which has its origins after this Insurance has commenced.
- iii) A claim will be accepted if **You** are made redundant and qualify for statutory notice of redundancy, when the redundancy has its origins after this Insurance has commenced.
- iv) A claim will be accepted if **Your** home is made uninhabitable due to fire or extreme weather conditions or malicious damage up to 7 days before departure, if the police require **You** to attend **Your** home or business following burglary, or if travel is prevented by Government restriction following an epidemic. Providing the cause has its origins after this Insurance has commenced.

Any cancellation that is necessary must be notified to **Your** travel agent or operator as soon as possible as any delay may increase cancellation charges which will not be accepted.

The maximum that can be paid is £1,500 after **You** have paid the standard excess of £50. For Loss of Deposit claims, the standard excess is reduced to £12.50 for UK, Channel Island, Isle of Man or

Republic of Ireland holidays per **Insured Person** and £20 per **Insured Person** for Europe holidays.

If it is unavoidable that **You** have to curtail **Your** travel arrangements and return to **Your** home because of the death, illness or serious injury to a **Close Relative** in the UK, where the origin of the reason for curtailing is after the departure from the UK and is not a **Pre-Existing Medical Condition**, **We** will pay the necessary and reasonable transport costs from **Your** point of international departure to the point **You** reach the UK up to £1,500 per **Insured Person**.

If **Your** original tickets cannot be used or in respect of UK holidays, **We** will pay up to £100 each **Insured Person** for necessary and reasonable transport costs for **You** to return home if **Your** original tickets cannot be used.

We will also pay a proportion of the holiday cost represented by the balance of the days unused once **You** have returned home.

The maximum that can be paid is up to £1,500 after **You** have paid the £50 excess.

Section B Medical Expenses

1. Medical, Repatriation and Associated Expenses.

If **You** require medical treatment outside of the UK during the Period of Insurance for illness or injury the origins of which are after the date of departure, or which were previously to and accepted as a stable condition by **Us**, **We** will pay necessary, reasonable and customary local charges that are: hospital charges, doctors and specialists fees, medication costs, ambulance or other transport cost for the initial admission following:

- i) Inpatient treatment at a licensed hospital or Clinic, but not private clinics in the European Union unless agreed in advance with the Assistance Company. Immediate contact with the Assistance Company will identify the appropriate medical facilities and provide payment advices when the Assistance Company agrees they are required.
- ii) Outpatient treatment from licensed hospitals or clinics which must be paid by **You** and which can be refunded when supported by receipted invoices showing treatment received. Whenever agreements with the UK such as those accepting the EHIC. Immediate contact with the Assistance Company will identify the most appropriate facility.
- iii) Dental costs up to £250 for **You**, but only sufficient treatment for the immediate relief of pain.

Any losses claimed for under i), ii) or iii) above must be necessary and unavoidably incurred and not include treatment which can reasonably be delayed until returning to the UK.

IMPORTANT: If an illness or injury requires inpatient treatment, the Assistance Company must always be contacted immediately to ensure a suitable hospital is used. Wherever it is available, a hospital with reciprocal agreements, such as the EHIC, must be used. For outpatient treatment, the Assistance Company should be contacted whenever possible to ensure a suitable hospital/clinic is used.

- iv) Where the Assistance Company agree it is necessary for the **Insured Person** to return home early on medical grounds, the additional cost of transport will be covered by this Insurance and where the Assistance Company agree on medical grounds that it is necessary to remain longer in resort then the additional accommodation costs also be met on a bed and breakfast basis.
- v) If it is considered medically necessary by the Assistance Company that a member of the party should stay with **You** because **You** are ill or injured, or that a person should travel

from the UK to be with **You** then these costs will also be covered on a bed and breakfast basis.

- vi) The cost of transporting your remains to **Your** former place of residence up to £7,500 or funeral expenses incurred outside of **Your** home country up to £1,000.

For UK, Isle of Man and Ireland holidays only, this Insurance will pay for additional transport and accommodation costs required by **You** following **Your** illness or injury or for a person required on medical advice to be with **You**. This cover is subject to the illness or injury concerned having its origin after the departure date and does not include private medical or convalescence costs or taxi fares except where used in lieu of an emergency ambulance. Repatriation must be arranged through the Assistance Company. In the event of death, this section includes the reasonable costs of transporting **Your** remains to **Your** normal UK residence. The maximum payable is £1,000 per **Insured Person** after the standard excess of £12.50 has been paid by each **Insured Person**.

The maximum amount payable for medical and other expenses within this section of the Insurance is up to the maximum of £5 million in total after the standard excess has been paid by each **Insured Person**.

However, **You** will not be required to pay any amount towards an admissible claim following illness or injury outside the UK if **You** use of an EHIC to obtain medical treatment (or **You** treatment in a country outside of the EEA under a reciprocal healthcare agreement with the UK) actually results in a saving of cost to **Us**.

Note: This insurance does not cover any expense incurred more than 12 months after the occurrence of the illness or injury.

2. Inpatient Benefit

Should **You** be hospitalised outside of the UK, as a result of illness or injury covered by this insurance, **We** will pay £10 for each complete 24 hours of **Your** hospitalisation up to a maximum of £600. This payment is to offset any out of pocket expenses and is in addition to any Medical Expenses paid.

Should **You** be hospitalised within the UK, as a result of illness or injury covered by this insurance, **We** will pay £10 for each complete 24 hours of **Your** initial hospitalisation up to a maximum of £100.

Section C Personal Accident

This section does have some important words which are defined at the end of the section.

This section provides a lump sum payment when **You** have suffered accidental injury during the Period of Insurance and that injury is the cause of **Your** death or disablement and has occurred while travelling as a fare paying passenger on public transport or a coach tour.

We will pay one of the following benefits only:

1. **Your** Death, or£10,000
2. Lose the sight in one or both eyes or loss of a limb.....£10,000
3. Permanent total disablement£10,000

If the **Insured Person** is under 18 years of age at the time of the injury then the death benefit 1) is limited to £1,000

If the **Insured Person** is of State Pensionable age at the time of the injury the benefit 3) will not operate.

Definitions specific to this section:

INJURY means physical bodily injury caused solely and directly through accidental, external, violent and visible means.

LOSS OF A LIMB means loss by permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle, including

the permanent total and irrecoverable loss of use of a hand, arm or leg.
LOSE THE SIGHT means the complete and irrecoverable loss of the sight of one or both eyes.

PERMANENT TOTAL DISABLEMENT means **Your** total disablement from engaging in any gainful employment for twelve calendar months and at the end of that time being beyond hope of improvement.

Section D Travel Delay

Travel delay

This section of the Insurance pays a fixed amount if the aircraft, sea vessel or train is delayed beyond the latest international departure times given in **Your** itinerary. If the travel is by coach then the delay must be the departure of the first outward leg or first return leg of the trip. If the delay is because of a strike or industrial action then it must be publicly declared after the Insurance has been issued and after **You** have booked the trip, whichever is the latter.

We will pay £20 for the first 3 hour delay and £10 for each subsequent 3 hour delay, up to a maximum of £60 for UK trips or £20 for the first 12 hour delay and £10 for each subsequent 12 hour delay up to a maximum of £60 for non-UK trips.

If the departure of the coach, aircraft or sea vessel is delayed by more than 24 hours from the time that **You** checked in, **You** can choose to abandon **Your** travel. If **You** opt to do this, **We** will pay the cancellation charges as would apply in the cancellation section of this Insurance instead of paying a delay benefit and the standard policy excess shall be payable by **You**.

A revised itinerary or a cancelled flight or Tour does not constitute delay, **You** must check in for **Your** departure. This section does not operate if a claim is met under the Missed Departure section.

Missed departure

If **You** miss the departure or check-in time of **Your** flight at **Your** final point of departure as a result of an accident involving **Your** transport or it's mechanical breakdown, the failure of public transport, or severe weather conditions not forecast before **You** commence **Your** trip, this Insurance will cover reasonable travel and accommodation costs for the direct travel to **Your** destination.

Providing that any private vehicle is properly maintained and any breakdown can be supported by a repairer's invoice and sufficient time has been allowed for the journey, the maximum that can be paid if up to £100 for UK trips and £400 for non-UK trips each **Insured Person** after the standard excess of £50 has been paid by each **Insured Person**. This section does not apply if a claim has been met under Travel delay.

Section E Personal effects baggage, money and travel documents

This section covers personal property during the Period of Insurance belonging to the Insured Person being cases, holdalls and the like, clothing and personal effects excluding Antiques, bicycles, contact/corneal lenses, dentures/bridgework, diving and marine equipment, golf equipment (see Golf Cover), hearing aids, mobile phones, motor vehicles, personal money, prams/buggies/pushchairs, property used for business, prosthetic limbs, satellite navigation devices, ski equipment (see Winter Sports Cover), spectacles, sports equipment, stamps, sunglasses, surfboards, watercraft, wheelchairs, money, or documents of any kind or any items left in a vehicle.

In the event that **Your** holiday property, other than valuables, is lost, stolen, or damaged, the maximum that can be paid is £1,000 per

Insured Person, but in any event not more than £200 for any one item or pair or collection of items, whether solely or jointly owned.

Any payment is subject to **You** taking proper care of **Your** property and not leaving it unattended other than in secure accommodation or as checked in luggage with a tour or travel company.

In the event that **Your** personal valuables are lost, stolen or damaged **We** will pay for any one item or pair or collection of items whether solely or jointly owned up to a maximum of £200 in all per **Insured Person**.

Any payment is subject to **You** taking proper care of **Your** valuables and not leaving them unattended other than in a safety deposit box or room safe. Whilst travelling, valuables or fragile articles are only covered in hand luggage or upon **Your** person.

The maximum payable overall under this section of the Insurance is £1,000 per Insured Person after each **Insured Person** has paid the standard policy excess of £50 of the claim.

Note: Any payment made under this section of the Insurance will take into account the age, wear and tear where applicable. Damaged property must be retained for inspection in the UK.

If **You** are temporarily without **Your** property on arrival for more than 12 hours at **Your** final outbound destination because it has been lost or misdirected by the Airline or Tour Operator, **We** will pay up to £100 per **Insured Person**, for the purchase of essential personal items. Receipts should be provided with the normal claim requirements. If the property remains lost then the items replaced under this part of the Insurance become part of the overall claim and not an additional payment.

A claim must be properly supported with:

A police report and tour operator's representative's report obtained within 24 hours of the loss or theft.

A Property Irregularity Report if **Your** carrier has lost, damaged or delayed **Your** property. Evidence of ownership and value of the items concerned.

Where items claimed and covered under this Insurance are in excess of £50 and not supported by a receipt, the maximum this Insurance will pay is up to £50 per item, set or pair or the amount claimed after wear and tear is deducted whichever is the lesser amount.

Money, Documents and Passports

This section of the Insurance cover money (comprising of currency notes and coins), documents (comprising of tickets, accommodation, vouchers, petrol coupons, and green card) and passports, during the Period of Insurance.

In the event of loss or theft where **You** have not left the items unattended except in a hotel safety deposit or room safe, or failed to take proper care in the protection of money, documents and passports, **We** will pay:

- i) Up to £250 money for an adult, £50 money for a child (under 18 years of age)
- ii) Documents at their cost or redemption cost whichever is lower.
- iii) Up to £100 overall for travel and other expenses whilst overseas to obtain replacement of a lost passport.

The maximum payable overall under this section of the Insurance is £400 for each **Insured Person**, after each **Insured Person** has paid the standard excess of £50 for each claim under i) and ii) above. The claim must be properly supported with a police report and tour operator's representative's report, obtained within 24 hours of the loss or theft, evidence of ownership and value for the amount claimed.

Travellers cheque losses must be claimed from the issuing company.

Section F Personal liability

If **You** are held legally responsible for injury to another person or damage to their property, then providing this happened during the Period of Insurance and **You** have not caused the injury or damage deliberately, or admitted liability, made arrangements or offers or promises without consent of Underwriters, **We** will pay up to £1 million for **Your** legal representation and/or damages awarded against **You** if agreed by Underwriters. The injury or damage to property must not relate to a member of **Your** family, someone working for **You** or a travelling companion.

This liability section of the Insurance is to cover **Your** actions as a private individual but does not extend to include **Your** profession, occupation or business, property in **Your** care, the use of any vehicle, air or water craft, or animals in **Your** care or control, or legal responsibility which only arises because of a contract **You** have entered into. If **You** are held responsible for damage to temporary rented accommodation any claim accepted by Underwriters will be after the first £250 has been paid by **You**.

Section G Legal expenses

This section provides up to £5,000 for legal costs and expenses incurred by **You** in the pursuit of compensation and/or damages against a third party following **Your** death or injury during the Period of Insurance. Underwriters shall only pay expenses incurred with the written consent and subject to you paying the first £100 of Underwriter's expenditure.

In controlling costs incurred **We** will not extend the expenses to include any costs or claims where **We** consider there is insufficient prospect of success, or a claim reported more than 60 days after the event, or where the claim is against a travelling companion or family member, the travel agent, operator, Underwriters or their agents.

General advice

What you must do in the event of a medical emergency

MEDICAL EMERGENCIES

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

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

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

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

Governing Law and Language

You and **We** are free to choose the law applicable to this policy. As **We** are based in England, **We** propose to apply the laws of England and having read and understood the terms and conditions of this policy **You** agree to this.

Emergency Assistance Facilities:

t +44 (0) 203 829 6745

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

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

Insured person/Treating Doctor or Hospital. In the event of a Medical Emergency, Emergency Assistance Facilities must be contacted by the **Insured person** or someone acting on their behalf at the first available opportunity. Details of how to contact them are shown on this page. Failure to contact Global Response could result in **Your** claim being limited to £500

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

Data Protection and fraud prevention

You should understand that any information you have given to Travel Insurance Facilities PLC will be used in their function as a Data Controller for the administration of the insurance contract. This information will be processed in compliance with the provisions of the UK Data Protection Act and the General Data Protection Regulation that came into force on 25th May 2018 for the purpose of providing travel insurance and handling claims, complaints and medical assistance, if any.

This involves providing such information to other parties, including the selling agent, claims handlers and Union Reiseversicherung AG (URV, the insurer of tifgroup). For example this would occur in circumstances, such as a medical emergency. This may require transferring information about you to countries outside the European Economic Area (EEA). You have a right to access, rectification and erasure of information that Travel Insurance Facilities PLC holds about you.

If you would like to exercise either of these rights you should contact in writing: The Data Protection Officer, Travel Insurance Facilities, 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY. It is our aim to provide high standard of service and to meet any claims covered by these policies honestly, fairly and promptly. There are, however, times when misunderstandings occur on both sides. If you do not feel that the matter has been dealt with to your satisfaction or you have some new evidence which we have not seen, you may bring

this to the claims manager's attention in writing: The Claims Manager, Travel Claims Facilities, 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY

Travel insurance Facilities are registered with the Information Commissioner's Office and undertake to comply with the General Data Protection Regulation ("GDPR") and (EU) 2016/679 (on and from 25 May 2018), and, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of your personal data.

For our full privacy policy terms, please see:
<http://www.tifgroup.co.uk/privacy/>

What to do if you need to make a claim

Notice must be given within 45 days of the date of occurrence of any claim under this Insurance. To notify a claim and request a claims form please contact:

Travel Claims Facilities

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

t +44 (0) 203 829 6761

email claims@tifgroup.co.uk

Claims Checklist

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

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

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

Cancellation or Curtailment

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

Original Air Tickets

Copy of Death Certificate (if applicable)

Redundancy letter (if applicable)

Evidence from the treating doctor confirming Curtailment was medically necessary (curtailment claims only)

Luggage and Personal Money

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

Airline or other Tickets and Baggage Check Tags

A written report from the person/company to whom the loss was reported whilst travelling overseas (eg Police report)

Proof of date and time baggage was returned to **You** (Baggage delay claims only)

Evidence to support damage (eg repairers report of total loss or damage and current price)

Medical Expenses

Original receipts

Medical evidence to support nature of illness or injury

Evidence of hospital admission and discharge

Original travel tickets

Additional travel tickets (if applicable)

Travel Delay / Missed departure

Original air tickets

Replacement tickets and invoices/receipts

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