

# Single Trip and Annual Multi-Trip Travel Insurance

*policy document*

*please read this policy and keep it for reference*

HSBC  Insurance

# Single Trip and Annual Multi-Trip Travel Insurance

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## Customers with disabilities

We offer a number of services for customers who have disabilities.

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact any HSBC Bank branch, or telephone 0800 169 4013.

A textphone is available for customers with hearing and/or speech impairments. If you use your own textphone and would like further details of the services HSBC offer, please contact 0800 169 1493.

Lines are open:

Monday - Thursday 8.00am - 8.00pm

Friday 8.00am - 7.00pm

Saturday 9.00am - 5.00pm

Sunday 10.00am - 2.00pm

(except Christmas Day, Boxing Day and New Year's Day).

*For our joint protection telephone calls may be recorded and/or monitored.*

## Explaining HSBC's service

HSBC Bank plc is registered in England number 14259, Registered Office: 8 Canada Square, London E14 5HQ. HSBC Bank plc is authorised and regulated by the Financial Services Authority (FSA registered number 114216). You can check our name, address and statutory status by calling the FSA on 0845 606 1234 or at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

HSBC Bank plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if it cannot meet its obligations. This depends on the type of insurance and circumstances of any claim.

For the purposes of this policy, HSBC Bank plc is an insurance intermediary and deals exclusively with the insurer shown in the definitions section of this policy document. Once the policy has commenced, the insurer will be responsible for any ongoing policy administration.

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HSBC Life (UK) Limited is a wholly owned subsidiary of HSBC Bank plc.

HSBC Bank plc is a member of the HSBC Group, the ultimate parent company of which is HSBC Holdings plc. HSBC Holdings plc beneficially holds 100% of both the shares and voting power of HSBC Bank plc.

The following insurance companies are also wholly owned members of the HSBC Group:

HSBC Insurance (Ireland) Limited

HSBC Insurance (UK) Limited

London & Leith Insurance Company Limited

Marks & Spencer Life Assurance Limited

Issued by HSBC Bank plc who are a principal member of the HSBC Group, one of the world's largest banking and financial services organisations with over 9,500 offices in 76 countries and territories.

# Travel Insurance Helplines

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Your HSBC Travel Insurance Policy includes 24-hour assistance for the following:

- Worldwide Medical Emergency Assistance Service
- Travel Assistant
- Travel Claims Service
- UK Motor Breakdown (on the way to and from your international departure / arrival point in the UK)
- UK Traffic Information

## Live UK traffic and travel information (arranged by Aviva)

Just dial 1745 from your Vodafone, O2 or Orange mobile phone, and you'll have instant access to up to the minute traffic information on over 8,000 miles of the UK's motorways and major trunk roads. Your network tariffs apply.



As a partner in the Know Before You Go campaign, we are working with the Foreign and Commonwealth Office (FCO) to help British travellers stay safe overseas.

Before you go overseas check out the FCO website at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel), it is packed with essential travel advice and tips plus up-to-date information about different countries. Contact the FCO on 0845 850 2829.

We are not responsible for the content of other websites.

# Useful telephone numbers

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## For medical emergencies and/or travel assistance:

Phone the UK international code followed by 1243 621064.

When dialling from within the UK phone 01243 621064.

fax 01243 773169.

Lines are open 24 hours a day.

See pages 4 to 13.

## For UK Motor Breakdown call:

Rescue from Aviva

Phone 0800 169 1789

Lines are open 24 hours, 365 days a year.

See pages 40 to 41.

## For legal advice and expenses cover call:

Aviva Insurance UK Limited

Phone 01603 208529

Lines are open 24 hours,

365 days a year.

See pages 34 to 39.

## For all other claims:

Ring the claims line on 020 7662 4012, between 8am and 6pm Monday to Thursday and 8am to 5.30pm Fridays or fax us on 01243 773697.

## For all general enquiries call:

The Travel Unit

Phone 0800 169 4013.

Textphone 0800 169 1493.

Lines are open:

Monday - Thursday 8.00am - 8.00pm

Friday 8.00am - 7.00pm

Saturday 9.00am - 5.00pm

Sunday 10.00am - 2.00pm

(except Christmas Day, Boxing Day and New Year's Day).

# HSBC Travel Assistant

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HSBC Travel Assistant is a helpline service that helps you sort out all kinds of travel problems. Before you go, and while you are away, HSBC Travel Assistant can help you with a wide range of travel advice, from information on the country or countries you are visiting to sorting out emergencies abroad.

The HSBC Travel Assistant helpline service is available 24 hours a day. To use the service, please call 01243 621064 or (+44) 1243 621064 from abroad. Say that you are insured by Aviva through HSBC Bank plc.

Please do not call this number for policy queries or changes.

## Advice before you travel

The HSBC Travel Assistant helpline service will give you advice on:

- any visa and entry permits you may need;
- any necessary vaccination and inoculation requirements, and where you can get them done;
- what you should take with you regarding first aid and health;
- what currencies and travellers' cheques to take with you, and what the current exchange rates are; and
- the languages spoken, the time zones and details of countries you plan to visit.

## While travelling

Your HSBC Travel Assistant will also be able to help you while you are on a trip by giving advice and guidance:

- on how to replace lost or stolen passports, driving licences, air tickets, or other travel documents;
- on how to trace your luggage with the airline operator if it is delayed or lost;
- on why, how, where and when you should contact local Embassies or Consulates;
- on how and where to cancel your credit cards if they are lost or stolen;
- on how to transfer money out to you if you need it; and
- to relatives, friends or employers if you are unfortunate enough to go into hospital.

## Other emergency services while travelling

- A 'phone home' service if there is an emergency.
- A translation and interpretation service if you need it.

Note: There may be charges for some services and you will have to pay these, together with travel costs resulting from the advice you are given.

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# Definitions

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The words or phrases below have the following meanings wherever they appear in this policy document and are shown in bold print:

**Abandon/ Abandonment:** returning **home** (including being repatriated by **us** to a hospital in the **UK**) before the scheduled return date or being an in-patient in hospital during **your trip** (note: **you** must have been an in-patient for more than 24 hours).

**Close business associate:** someone **you** work with in the **UK** who has to be in work in order for **you** to be able to go on or continue a **trip**. A senior manager or director of the business must agree to this.

**Close relative:** **your** mother, father, sister, brother, marital/civil partner or partner who lives with **you**, fiancé(e), daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, cousin, nephew, niece, legal guardian or foster child.

**Doctor:** a registered practising member of the medical profession who is not related to **you** or anyone **you** are

travelling with.

**Excess/Excesses:** the amount **you** will have to pay towards any claim. This applies to each claim per **insured person** per section, if applicable.

**Home:** **your** home address in the **UK**.

**HSBC Bank plc:** HSBC Bank plc, registered in England number 14259, registered office: 8 Canada Square, London, E14 5HQ.

**Loss of one or more limbs:** loss of **your** hand or foot at or above the wrist or ankle, or the total and permanent loss of use of **your** entire hand, arm, foot or leg.

**Permanent total disablement:** a permanent and total disability that means **you** cannot do any kind of job.

**Personal money:** Cash (including foreign currency), travellers' cheques, non-refundable pre-paid tickets, travel tickets, hotel vouchers, passport and driving licence.

**Pre-booked holiday accommodation:** a commercially run premises where a fee is charged which has been booked prior to the departure of **your trip** (not including residential homes belonging to family or friends).

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**Total loss of sight:** complete and permanent loss of sight.

**Travelling companion:** a person **you** travel with, without whom **you** cannot make or continue **your trip**.

**Trip(s):** a holiday or business (clerical or administrative tasks only) trip outside the **UK** or a holiday within the **UK**, which includes two or more consecutive nights stay in **pre-booked holiday accommodation**.

**UK:** England, Scotland, Wales and Northern Ireland, also included in **our UK** definition are the Channel Islands and the Isle of Man.

**Unattended:** where **you** are not in full view of or in a position to prevent unauthorised taking of **your** property unless it is in a locked room, safe, in a locked boot of a locked vehicle or in the luggage space at the back of a locked estate car or locked hatchback under a top cover and out of view.

**Valuables:** jewellery, antiques, gold, silver, precious metal or precious stone items, watches, furs, binoculars, telescopes, games consoles and equipment, mobile phones and audio, audio visual, photographic, video camera, computer and television equipment.

**We, us, our, insurer:** Aviva Insurance UK Limited, Registered in England, No 99122, Registered Office: 8 Surrey Street, Norwich NR1 3NG.

Authorised and regulated by the Financial Services Authority.

**Winter sport equipment:** skis, snowboard, boots, bindings or poles.

**You, your, yourself, insured person(s):** the person or people named on **your** policy schedule.

# Important Information about your Policy

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This is **your** HSBC Travel Insurance Policy. This policy booklet and **your** policy schedule form the contract of insurance and give **you** full details of what is covered, what is not covered and the conditions of cover. Please read them carefully, keep them in a safe place and take them with **you** when **you** travel.

## Important Information

Please read this information carefully: On the basis of the declarations and disclosures made by **you**, subject to the terms of the policy and any endorsement to it, **we** will insure **you** against loss, damage, legal liability, illness or bodily injury which may happen during the period of insurance.

**We** will only cover **insured persons** if:

- 1 their main **home** is in the **UK**; they are registered with a **UK doctor**; and are liable to pay **UK** tax.
- 2 the journey is a round **trip**, beginning and ending in the **UK** that lasts no more than the number of days shown on **your** policy schedule, and is either:
  - a) a holiday outside the **UK**; or
  - b) a business trip (clerical or administrative tasks only) outside the **UK** (business travel is only covered if

shown on **your** policy schedule); or  
c) a holiday within the **UK**, which includes at least two consecutive nights stay in **pre-booked holiday accommodation**.

## Health

It is very important that **you** read the Medical Warranty on page 11. This applies to all **insured persons** and anyone else upon whose good health **your trip** depends, whether travelling or not.

## Your Cancellation Rights

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the policy or the day on which **you** receive **your** policy or renewal documentation, whichever is the later. If **you** wish to do so **you** will be entitled to a full refund of the premium paid provided **you** have not travelled, and there has been no claim or incident likely to give rise to a claim. To exercise **your** right to cancel, please telephone 0800 169 4013. If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium. For **your** cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy document.

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### Additional Covers - Refunds of Premiums

Where **you** have purchased additional cover options with this policy, there is no refund available on these additional covers if they are subsequently removed after the statutory cancellation period.

### Children

**Insured persons** under 16 years of age will only be covered when they are travelling with an adult named on **your** policy schedule.

### Policy Limits

Each section of **your** policy has a limit on the amount **we** will pay under that section. Some sections also include other specific limits, for example, for any one item or limits for **valuables** in total. Check **your** policy cover is adequate if **you** want to take expensive items away with **you**.

### Excess

**You** may have to pay an amount towards **your** claim. This is called the **excess** and will be shown in the relevant section of **your** policy.

### Reasonable Care

**You** need to take reasonable care to protect **yourself** and **your** property, as **you** would if **you** were not insured.

### Leisure or Sports Activities

**You** are automatically covered for claims arising from **your** participation in the leisure activities listed on pages 15 and 16 on a recreational basis.

### Motorcycling

**Your** policy provides cover for motorcycling as a rider or passenger on a machine 125 cc or under so long as **you** wear a crash helmet, and as a rider **you** hold a full **UK** motorcycle licence. No cover exists for motorcycling as a rider or passenger on a machine over 125cc. No personal liability cover exists under this policy for motorcycling.

### Administration Charge

**We** reserve the right to apply an administration charge of up to £5 (subject to insurance premium tax where applicable) for any adjustments **you** make to **your** policy.

Please make sure that **you** read **your** policy carefully. **You** may not receive any cover or cover may be reduced if **you** do not keep to the policy conditions.

# Period of Insurance

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Cover will only apply for **trips** which begin after the effective date of **your** policy. Please check **your** policy schedule to see what type of policy **you** have.

## Single-Trip Policies

Cancellation cover under this policy begins from the date the policy and policy schedule are issued and ends at the beginning of **your trip**.

Cover under all other sections applies for the duration of **your trip** so long as **you** do not exceed the number of days shown on **your** policy schedule.

In addition, **you** will also be covered while travelling to **your UK** departure point and returning from **your UK** arrival point (or to or from **your UK holiday** destination)

## Annual Multi-Trip Policies

Cancellation cover under this policy begins from the start date of the period of insurance shown on **your** policy schedule or the date of booking **each trip** (whichever is later) and ends at the beginning of each **trip**.

Cover under all other sections applies for the duration of **each trip** so long as **you** do not exceed **your** chosen limit of days as shown on **your** policy schedule. In addition, **you** will also

be covered while travelling to **your UK** departure point and returning from **your UK** arrival point (or to and from **your UK holiday** destination), so long as each journey does not take more than 36 hours.

**We** will cover **trips** booked during a period of insurance and continuing into the next period of insurance if **your** contract has been renewed and is still in force at the time of the incident resulting in a claim.

## Automatic extension of the period of insurance

If **you** cannot get **home** before **your** cover ends, **your** policy will remain in force without any extra premium as follows:

- up to 14 days if any vehicle, vessel, train or aircraft in which **you** are travelling as a ticket-holding passenger is delayed; or
- up to 30 days if **you** cannot return **home** due to **your** accidental injury or illness or quarantine.

**We** will also continue to pay for medical treatment under the emergency medical and associated expenses section for this period or any extended period that is considered medically necessary by **our** Medical Emergency Assistance provider.

# Medical Warranty

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Please read this carefully as it may affect **your** cover:

- 1 At the time of buying or renewing **your** policy or when booking a **trip** (whichever is later), each **insured person** must guarantee the following:
  - a) **you** have told **us** if **you** have received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months;
  - b) **you** have told **us** if **you** are under investigation or awaiting results for any diagnosed or undiagnosed medical condition;
  - c) **you** have told **us** if **you** are on a waiting list for, or are aware of the need for in-patient treatment for any diagnosed or undiagnosed medical condition;
  - d) **you** are not travelling against **your UK doctor's** advice;
  - e) **you** have told **us** if any **close relative, close business associate, travelling companion**, or person **you** plan to stay with (and upon whose good health **your trip** depends) has a serious, chronic or recurring illness, injury or disease which could have an effect on **your** decision to take or continue **your trip**.
  - f) **you** have told **us** if **you** have a terminal illness.
- 2 If, between booking a **trip** and the departure date or the renewal date (whichever is sooner) **you** receive medical advice for a potentially serious illness or injury **your** policy will cover **you** for cancellation of **your trip**. However if **you** still wish to travel **we** will advise **you** if **you** will be covered for Emergency Medical and Associated Expenses, Hospital Benefit or **Abandonment** claims relating to this condition.
- 3 If, between booking a **trip** and the departure date or the renewal date (whichever is sooner) anyone upon whose good health **your trip** depends, such as a **close relative** or **your travelling companion**, receives medical advice for a potentially serious illness or injury **your** policy will cover **you** for cancellation of **your trip**. However if **you** still wish to travel **we** will advise **you** if **you** will be covered for **Abandonment** claims relating to this condition.

# General Warranty

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At the time of buying or renewing **your** policy or when booking a **trip** (whichever is later), each **insured person** must guarantee that they have told **us** of any non medical reason why the proposed **trip** could be cancelled or **abandoned**.

If **you** cannot guarantee the above **you** must phone **us** on 0800 169 4013.

# 24-hour Worldwide Medical Emergency Assistance Service

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The cost of the Medical Emergency Assistance Service will be met under this insurance. The service will be governed by the terms, conditions and exclusions in this Travel Insurance Policy and will be operated by **our** appointed Medical Emergency Assistance provider.

If **you** need help, please phone (+44) 1243 621064 or fax (+44) 1243 773169.

An experienced Medical Emergency Assistance co-ordinator will deal with **your** enquiry and make sure that:

- where necessary, hospitals are contacted;
- necessary medical fees are guaranteed; and
- medical advisers are consulted.

If any illness or injury means that **you** need to go into hospital as an in-patient, it is very important that **you** contact the helpline before **you** make any admission arrangements. If this is not possible because the condition is serious, **you** must contact the helpline as soon as possible after **you** go into hospital.

If **you** need to return to the **UK** for any reason, it is also important that **you** contact the helpline before **you** make any return journey arrangements.

It may affect **your** claim if **you** do not contact the Medical Emergency Assistance Service helpline.

## What is not covered

1. This is not a general health insurance policy. It only covers **you** if there is a sudden and unexpected accident or if **you** become ill. It does not cover non-emergency treatment.
2. **We** do not cover any payment which **you** would normally have made during **your** travels and / or which does not fall within the events insured under the terms of this policy.

# Reciprocal Health Agreements

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## European Union

If **you** are travelling to countries in the European Union, Iceland, Liechtenstein, Norway or Switzerland **we** strongly recommend that **you** take an European Health Insurance Card (EHIC) with **you**. Application forms can be obtained from the Post Office or online and should be completed and validated before **you** travel. This will allow **you** to benefit from the reciprocal health arrangements, which exist with these countries. **You** should take reasonable steps to use these arrangements where possible.

## Australia

If **you** require medical treatment in Australia **you** must enrol with a local Medicare office. **You** do not need to enrol on arrival but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health Advice for Travellers leaflet, which can be obtained from the Post Office.

# Leisure and Winter Sports activities

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Please note that **your** policy automatically covers **you** for all the following activities if **you** take part in them on a recreational basis during **your trip**.

## Leisure activities

Archery (under supervision)  
 Badminton  
 Beach cricket, football and volleyball  
 Body boarding †  
 Bowls  
 Canoeing, kayaking and rafting (grades 1 and 2 only)  
 Clay-pigeon shooting (under supervision)  
 Curling  
 Cycling (no BMX mountain biking or racing)  
 Dinghy sailing \*† (inland or coastal waters only and no racing)  
 Fell walking  
 Fencing (protective gear must be worn)  
 Fishing (no deep sea fishing)  
 Go karting † (crash helmet must be worn)  
 Golf  
 Hiking (up to 2000 metres altitude)  
 Hill walking (up to 2000 metres altitude)

Horse riding/hacking (no hunting, jumping or polo)  
 Hot air ballooning (passenger only and organised through **your** tour operator)  
 Jet skiing †  
 Ice skating (no hockey or speed skating)  
 Motorcycling up to 125cc† (see Important Information)  
 Parascending (over water)  
 Pony trekking  
 Racquetball  
 Rambling (up to 2000 metres altitude)  
 Roller blading or skating (protective gear must be worn)  
 Rounders  
 Rowing (inland waters only)  
 Safari (camera only and organised through **your** tour operator)  
 Sail boarding †  
 Scuba diving (only applies if shown on **your** policy schedule – see section V) o  
 Snorkelling

† No Personal Liability cover

\* Coastal waters are defined as within a 5-mile limit of the coastline for dinghy sailing and within a 12 mile limit for yachting.

o No Personal Accident or Personal Liability cover

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Squash  
Surfing †  
Swimming  
Table tennis  
Tennis  
Trampolining  
Trekking (up to 2000 metres altitude)  
Tug of war  
Water polo  
Water skiing †  
Wind surfing †  
Yachting\*† (inland or coastal waters only and no racing)

### Important notes

If **you** take part in a leisure activity that is not listed, cover will be excluded.

If **your trip** is for the sole purpose of taking part in a leisure activity that is listed on pages 15 and 16, please let **us** know by calling 0800 169 4013 before booking or travelling as cover may be excluded.

This insurance does not cover **you** while **you** are taking part in any leisure activity:

- either as a professional or where **you** receive any financial reward or gain
- where **you** are competing in or practising for speed or time trials, sprints or racing of any kind.

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### Winter Sports activities

The following winter sports activities are only covered if this option has been selected by **you** for all **insured persons** and it is shown on **your** policy schedule.

Cross-country skiing (on recognised paths)

Dry slope skiing

Off-piste skiing or snow boarding °

Skiing or snowboarding (on recognised pistes)

Sledging

Snow mobiling †

Snow shoeing

† No Personal Liability cover

° With a qualified guide in areas that resort management consider to be safe

### Important notes

If **you** take part in a winter sports activity that is not listed above, cover will be excluded.

This insurance does not cover **you** while **you** are taking part in any winter sports activity:

- a) unless the cover is shown on **your** policy schedule
- b) either as a professional or where **you** receive any financial reward or gain
- c) where **you** are competing in or practising for speed or time trials, sprint or racing of any kind.

# Summary of Cover – Limits and Excesses

Please use the table below as a summary only. The full details of **your** insurance cover are set out in this policy booklet and on **your** policy schedule.

Area covered – Please see **your** policy schedule.

Cover	Policy Limits for each <b>insured person per trip</b>	Excesses for each <b>insured person per incident</b>
A Cancellation Charges	£5,000	£50 (£10 loss of deposit)
B Emergency Medical and Associated Expenses	£10,000,000	£50
C Hospital Benefit	£25 for each 24 hour period (£1,000 maximum )	Nil
<b>D Abandonment</b>	£5,000	£50
E Personal Accident	£50,000 (£1000 death benefit if aged under 16, £15,000 <b>Permanent Total Disablement</b> if aged over 70)	Nil
F Personal Liability	£2,000,000	Nil or £100 (see page 31, Exclusion 2e)
G Delayed Departure	£25 for each 12 hour period (£250 maximum)	Nil
<b>Abandonment</b> after a 24-hour delay	£5,000	£50
H Missed Departure	£1,000	Nil
I Legal Expenses and Advice	£25,000	Nil
J Hijack and Mugging	£50 for each 24 hour period (£1,000 maximum)	Nil
K Pet Care	£25 for each 24 hour period (£250 maximum)	Nil
L UK Motor Breakdown and Recovery	See section L	Nil
M Loss of Passport	£350	Nil
N Personal Money	£500 (£300 limit for cash £100 limit for cash if aged under 16)	£50
O Delayed Baggage	£150 after a 12 hour period	Nil

# Optional cover

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The cover below only applies if shown on **your** policy schedule.

Winter Sports cover – includes sections Q, R, S, T and U.

Cover	Policy Limits for each <b>insured person per trip</b>	Excesses for each <b>insured person per incident</b>
P Baggage	£1,500 (£300 single article limit and £400 total <b>valuables</b> limit)	£50
Q Winter Sports Equipment	£500 for <b>your</b> equipment £400 for hired equipment	£50
R Delay due to Avalanche	£200	Nil
S Piste Closure	£20 or £30 for each day (£300 maximum)	Nil
T Ski Pack	£300	Nil
U Inability to take part in Winter Sports activities	£20 for each day (£200 maximum)	Nil
V Extended Golfing Cover	£1,000 for <b>your</b> equipment	£50
W Scuba diving	See sections B, C and D	Nil or £50 – see sections B, C and D

# Your cover

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If **you** have paid **your** premiums when due, **we** will insure **you** for the following:

## Section A – Cancellation Charges

**We** will cover **you** for:

- 1 Deposits **you** have paid for **your trip** and cannot get back
- 2 **Your** unused travel and accommodation costs which **you** have paid or legally have to pay and cannot get back
- 3 Unused kennel, cattery or professional carers' fees up to £200, which **you** have paid or legally have to pay and cannot get back.

If, after the date of buying **your** policy or booking a **trip** (whichever is later), **you** unavoidably have to cancel **your trip** for one of the reasons below:

- 1 One of the following people is injured, falls ill, is quarantined or dies:
  - a) **you**;
  - b) **your travelling companion**;
  - c) any person **you** were going to stay with.
- 2 One of the following people is seriously injured, falls seriously ill or dies.
  - a) any **close relative of yours** or of **your travelling companion**;
  - b) any **close business associate of yours** or of **your travelling companion**.
- 3 **You** or **your travelling companion** are called for jury service or as a witness in a court of law during the period of insurance.
- 4 **You, your travelling companion** or **your** marital/civil partner or partner who lives with **you** are made redundant and registered as unemployed with the Employment Service. Cover does not apply to self-employed people.
- 5 **Your home** or **your travelling companion's home** is badly damaged by fire, storm or flood in the seven days prior to the departure of **your trip**.
- 6 The police need to talk to **you** or **your travelling companion** because **your home** or their **home** or place of work has been burgled.

### Special condition

All claims resulting from injury, illness, quarantine or death must be supported by medical reports or a death certificate (or both) indicating the necessity to cancel **your trip**.

### The most we will pay

The most **we** will pay for **each insured person** is £5,000.

### Excess

**We** will not pay the first £50 of each **insured person's** claim. However, the maximum **you** will have to pay is £100 if two or more **insured persons** cancel the same **trip**.

For loss of deposits **we** will not pay the first £10 of each **insured person's** claim.

### What is not covered

1 Any claim for a medical condition if any of the following applied when **you** took out **your** policy or booked **your trip** (whichever is later). **You:**

- a) had received advice, medication or treatment for any serious, chronic or recurring illness,

injury or disease in the last 12 months unless the condition was disclosed to and accepted by **us**;

- b) were under investigation or awaiting results for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
- c) were on a waiting list for in-patient treatment or were aware of the need for in-patient treatment for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
- d) had been told **you** have a terminal illness.

2 Any claim for a medical condition if any person upon whose good health **your trip** depends had a serious, chronic or recurring illness, injury or disease when **you** took out **your** policy or booked **your trip** (whichever is later) unless the condition was disclosed to and accepted by **us**.

3 Any claim for a medical condition

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**you** were planning to get medical treatment for during **your trip**.

- 4 Any claim that results from:
  - a) any anxiety state, depression, mental, nervous or emotional disorder which had been diagnosed before **you** took out **your** policy or booked **your trip** (whichever is later);
  - b) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before **you** planned return date.
- 5 Any claim made because **you** don't feel like travelling.
- 6 Any claim for redundancy caused by misconduct, resignation or voluntary redundancy, or if **you**, **your travelling companion** or **your** marital/civil partner or partner who lives with **you** knew of the redundancy before **you** took out **your** policy or booked **your trip** (whichever is later).
- 7 Any claim for unused travel or accommodation arranged by using Air Miles or similar promotions.
- 8 Any claim for management fees, maintenance costs or exchange fees associated with timeshares and similar arrangements.
- 9 Any claim for refund of any costs for persons not named on **your** policy schedule.
- 10 Anything mentioned in the General Exclusions on pages 53 and 54.

### **Section B – Emergency Medical and Associated Expenses**

- 1 If **you** are injured, fall ill, are quarantined or die during **your trip**, **we** will pay for the following:
  - a) emergency medical treatment outside the **UK** (including rescue services to take **you** to hospital);
  - b) up to £350 for emergency pain relief dental treatment outside the **UK**;
  - c) any reasonable extra charges for half board accommodation (of a similar standard to the accommodation **you** had booked for **your trip**) if **you** have to stay after the date **you** were going to return to **your**

**home.** We will also pay travel costs, which **you** have to pay to get back to **your home** if **you** cannot use **your** return ticket.

- d) up to £5,000 for the cost of burying or cremating **you** in the country outside the **UK** where **you** die
- e) up to £7,500 for the cost of returning **your** body or ashes to **your home**; and

- 2 We will pay the cost of getting **you home** if it is medically necessary because **you** are seriously injured or fall seriously ill during **your trip** and **you** cannot use **your** return ticket.

Under items 1c and 2 above, **we** will also pay the reasonable travel and accommodation costs of one relative or friend who has to travel or stay with **you** if **your** treating **doctor** and **our** Medical Emergency Assistance provider think that it is necessary.

### Special conditions

- 1 **You** must phone the medical helpline on (+44) 1243 621064 immediately if **you** need to go into hospital as an in-patient or if **you**

need to return to the **UK**.

- 2 If **you** are injured or fall ill during **your trip**, **our** Medical Emergency Assistance provider may:
  - move **you** from one hospital to another; and / or
  - arrange for **you** to return to the **UK** at any time.

They will only do this if they and the treating **doctor** think that it is safe for **you** to be moved or returned to the **UK**. If **you** choose not to move hospital or return to the **UK** **our** liability will end on the date it was deemed safe for **you** to do so.

### The most we will pay

Within the **UK**: £2,000 for each **insured person** under items 1c, 1e and 2 above during **your trip**.

Elsewhere: Up to £10,000,000 for each **insured person**.

### Excess

**We** will not pay the first £50 of each **insured person's** claim.

## What is not covered

See exclusions listed after Section C.

### Section C – Hospital Benefit

If **you** are claiming for medical expenses that are covered under Section B, **we** will also pay **you** £25 for every 24 hours **you** are being treated as an in-patient in a hospital outside the **UK** towards incidental expenses **you** have to pay, such as telephone calls.

### The most we will pay

The most **we** will pay for each **insured person** is £1,000.

### What is not covered under Sections B and C

- 1 Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.
- 2 Any claim for a medical condition if any of the following applied when **you** took out **your** policy or booked **your trip** (whichever is later). **You:**
  - a) had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless the condition was disclosed to and accepted by **us**;
  - b) were under investigation or awaiting results for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
  - c) were on a waiting list for in-patient treatment or were aware of the need for in-patient treatment for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
  - d) had been told **you** have a terminal illness.
- 3 Any claim for a medical condition where **you** have received medical advice for a potentially serious illness or injury between booking **your trip** and the departure date unless disclosed to and accepted by **us**.
- 4 Any claim for a medical condition **you** were planning to get medical treatment for during **your trip**.

- 
- 5 Any claim for:
- a) the cost of in-patient hospital treatment or going **home** early that **our** Medical Emergency Assistance provider has not agreed beforehand;
  - b) the cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the illness or injury that **you** originally went to hospital for;
  - c) any form of treatment that **your** treating **doctor** and **our** Medical Emergency Assistance provider think can reasonably wait until **you** get back to the **UK**;
  - d) cosmetic surgery;
  - e) medication which, at the time **your trip** started, **you** knew that **you** would need while **you** were away;
  - f) any extra costs because **you** have requested a single or private room;
  - g) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
  - h) any treatment after **you** have returned to the **UK**.
- 6 Costs incurred following **your** decision not to return to the **UK** after the date when, in the opinion of **our** Medical Emergency Assistance provider it was safe for **you** to do so.
- 7 Any claim resulting from a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
- 8 Any claim that results from:
- a) any anxiety state, depression, mental or nervous disorder which had been diagnosed when **you** took out **your** policy or booked **your trip** (whichever is later);
  - b) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before **your** planned return date;
  - c) **you** flying (except while travelling in an aircraft as a passenger) or taking part in other aerial activities;

- 
- d) **you** motorcycling:
- as a rider or passenger on a machine over 125cc; or
  - as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a full **UK** motorcycle licence;
- e) **your** involvement in manual work of any kind;
- f) **you** taking part in any winter sports activity listed on page 17 unless Winter Sports cover is shown on **your** policy schedule;
- g) **you** taking part in a leisure or winter sports activity not listed on pages 15 - 17;
- h) **you** taking part in any organised team or contact sport not listed on pages 15 and 16, any activity either as a professional or where **you** receive any financial reward or gain, or competing in or practising for speed or time trials, sprints or racing of any kind;
- i) **you** taking part in expeditions or being a crewmember on a vessel travelling from one country to

another.

- 9 Anything mentioned in the General Exclusions on pages 53 and 54.

### **Section D – Abandonment**

**We** will cover **you** for:

- a) unused accommodation costs that **you** have paid for before starting **your trip**, or legally have to pay, and cannot get back;
- b) reasonable additional travel costs to allow **you** to return **home** early if **you** cannot use **your** return ticket;
- c) reasonable additional accommodation costs to allow **you** to return **home** early;
- d) unused kennel, cattery or professional carers' fees up to £200 that **you** have paid for before starting **your trip**, or legally have to pay, and cannot get back;

If **you** unavoidably have to **abandon your trip** because any of the following happen whilst **you** are away:

- 1 One of the following people is seriously injured, falls seriously ill, is quarantined or dies:
  - a) **you**;

- 
- b) **your travelling companion;**
  - c) the person **you** were staying with.
- 2 One of the following people is seriously injured, falls seriously ill or dies:
    - a) any **close relative** of **yours** or **your travelling companion**
    - b) any **close business associate** of **yours** or of **your travelling companion**.
  - 3 **Your home** or **your travelling companion's home** is badly damaged by fire, storm or flood.
  - 4 The police need to talk to **you** or **your travelling companion** because **your home** or their **home** or place of work has been burgled.

### Special conditions

- If **you** need to return to the **UK** and intend to make a claim under this section, **you** must phone **our** Medical Emergency Assistance provider immediately on (+44) 1243 621064.
- All claims resulting from injury, illness, quarantine or death must be supported by medical reports or a

death certificate (or both) indicating the necessity to **abandon your trip**.

### The most we will pay

The most **we** will pay for each **insured person** is £5,000.

### Excess

**We** will not pay the first £50 of each **insured person's** claim. However, the maximum **you** will have to pay is £100 if two or more **insured persons** **abandon** the same **trip**.

### What is not covered

- 1 Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.
- 2 Any claim for a medical condition if any of the following applied when **you** took out **your** policy, or booked **your trip** (whichever is later). **You:**
  - a) had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless the condition was

- 
- disclosed to and accepted by **us**;
- b) were under investigation or awaiting results for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
- c) were on a waiting list for in-patient treatment or aware of the need for in-patient treatment for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
- d) had been told **you** have a terminal illness.
- 3 Any claim for a medical condition if any person upon whose good health **your trip** depends had a serious, chronic or recurring illness, injury or disease when **you** took out **your** policy or booked **your trip** (whichever is later) unless the condition was disclosed to and accepted by **us**.
- 4 Any claim for a medical condition where **you** or anyone upon whose good health **your trip** depends has received medical advice for a potentially serious illness or injury between booking **your trip** and the departure date unless disclosed to and accepted by **us**.
- 5 Any claim for a medical condition **you** were planning to get medical treatment for during **your trip**.
- 6 Any claim made because **you** did not enjoy **your** trip.
- 7 Any claim which was not authorised by **our** Medical Emergency Assistance provider before **you** returned **home**.
- 8 Any claim resulting from a tropical disease where **you** have not had the recommended inoculations and / or taken the recommended medication.
- 9 Any claim that results from:
- a) any anxiety state, depression, mental or nervous disorder which had been diagnosed when **you** took out **your** policy or booked **your trip**, whichever is later;
- b) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before **your** planned return date;
- c) **you** flying (except while travelling in an aircraft as a passenger) or taking part in

- 
- other aerial activities;
- d) **you** motorcycling:
- as a rider or passenger on a machine over 125cc; or
  - as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a full **UK** motorcycle licence;
- e) **your** involvement in manual work of any kind;
- f) **you** taking part in any winter sports activity listed on page 17 unless Winter Sports cover is shown on **your** policy schedule;
- g) **you** taking part in a leisure or winter sports activity not listed on pages 15 - 17;
- h) **you** taking part in any organised team or contact sport not listed on pages 15 and 16, any activity either as a professional or where **you** receive any financial reward or gain or competing in or practising for speed or time trials, sprints or racing of any kind;
- i) **you** taking part in expeditions or being a crewmember on a vessel travelling from one country to another;
- 10 Any claims for unused travel or accommodation arranged by using Air Miles or similar promotions.
- 11 Any claim for management fees, maintenance costs or exchange fees associated with timeshares and similar arrangements.
- 12 Any claim for refund of any costs for persons not named on **your** policy schedule.
- 13 Any claim for additional travelling expenses if **you** have not purchased a return ticket to the **UK**.
- 14 Anything mentioned in the General Exclusions on pages 53 and 54.
- Section E – Personal Accident**
- We** will cover **you** if **you** suffer an accidental injury during **your trip** that leads directly to **your**:
- a) death;
  - b) **loss of one or more limbs** and / or the **total loss of sight** in one or both eyes; or
  - c) **permanent total disablement** after 104 weeks (except where compensation is paid under b) above).

## Special conditions

- 1 The death or disability must happen within one year of the accident.
- 2 **You** can only claim for one item under this section.

## The most we will pay

The maximum amount **we** will pay for each **insured person** is £50,000. The **permanent total disablement** benefit is reduced to £15,000 for **insured persons** aged over 70 years.

The death benefit is reduced to £1,000 for **insured persons** aged under 16 years.

The benefits will be paid to **you** or **your** legal representative.

## What is not covered

- 1 Any claims for sickness, disease, nervous shock or naturally occurring condition or degenerative process.
- 2 Any claim that results from:
  - a) **you** flying (except while travelling in an aircraft as a passenger) or taking part in other aerial activities;
  - b) **you** motorcycling:
    - as a rider or passenger on a machine over 125cc; or
    - as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a full **UK** motorcycle licence;
  - c) **your** involvement in manual work of any kind;
  - d) **you** taking part in any winter sports activity listed on page 17 unless Winter Sports cover is shown on **your** policy schedule;
  - e) **you** taking part in a leisure or winter sports activity not listed on pages 15 - 17;
  - f) **you** taking part in any organised team or contact sport not listed on pages 15 and 16, any activity either as a professional, or where **you** receive any financial reward or gain; or competing in or practising for speed or time trials, sprints or racing of any kind;
  - g) **you** taking part in expeditions or being a crewmember on a vessel travelling from one country to another.
- 3 Anything mentioned in the General Exclusions on pages 53 and 54.

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## Section F – Personal Liability

We will cover **you** for any money that **you** legally have to pay that relates to an accident during **your trip** which causes:

- a) death or injury to any person; and/or
- b) loss or damage to property.

### The most we will pay

The most **we** will pay for all claims arising from any one event is £2,000,000 for each **insured person**.

**We** will also pay any extra costs and expenses that **you** have to pay as long as **we** agree, in writing, beforehand.

### What is not covered

- 1 Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) **you** have to pay.
- 2 Liability arising from:
  - a) death or injury of people who work for **you** or members of **your** household;
  - b) loss of or damage to property which belongs to or is under the control of **you**, a member of

**your** household or people who work for **you**;

- c) **your** job (this exclusion still applies when **your** policy has been extended to cover business travel);
- d) **your** involvement in manual work of any kind;
- e) **you** owning or occupying any land or building, unless **you** are occupying any temporary holiday accommodation which is not owned by **you**, in which case **we** will not cover the first £100 of any claim;
- f) **you** owning or using:
  - animals (except domestic animals);
  - firearms (except sporting guns used for clay pigeon shooting);
  - motorised vehicles;
  - vessels (except manually-propelled watercraft); or
  - aircraft of any description, including unpowered flight;
- g) **you** taking part in any winter sports activity listed on page 17 unless Winter Sports cover is shown on **your** policy schedule;
- h) **you** taking part in any leisure or

winter sports activity not listed on pages 15 - 17;

- i) **you** taking part in any organised team or contact sport not listed on pages 15 and 16, any activity either as a professional, or where **you** receive any financial reward or gain; or competing in or practising for speed or time trials, sprints or racing of any kind.

### 3 Anything mentioned in the General Exclusions on pages 53 and 54.

## Section G – Delayed Departure

If the international ship, aircraft or train that **you** are booked to travel on is delayed in leaving the **UK** at its scheduled time of departure on **your** outward journey or on the final part of **your** return journey to the **UK**, we will:

- 1 pay £25 for every full 12 hour period **you** are delayed;
- 2 refund **your** unused travel and accommodation costs which **you** have paid or legally have to pay but cannot get back if, after **you** have been delayed for more than 24 hours on **your** outward journey

from the **UK**, **you** choose to **abandon your trip**. If **you** choose to **abandon your trip** we will also pay unused kennel, cattery or professional carers' fees which **you** cannot get back up to £200.

### Special condition

**We** will work out the length of the delay from the date and time the international ship, aircraft or train should have left. **You** must check in at the specified time and get written confirmation from the carrier or their handling agents of the actual date and time of departure and the reason for the delay.

### The most we will pay

The most **we** will pay under item 1 for each **insured person** is £250.

The most **we** will pay under item 2 for each **insured person** is £5,000.

### Excess

**We** will not pay the first £50 of each **insured person's** claim under item 2. However, the maximum **you** will have to pay is £100 if two or more **insured persons** **abandon** the same **trip**.

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## What is not covered

- 1 Any claim caused by a strike or industrial action that was planned before **you** took out **your** policy or booked **your trip**, whichever is later.
- 2 Any claim for unused travel or accommodation arranged by using Air Miles or similar promotions.
- 3 Any claim for management fees, maintenance costs or exchange fees associated with timeshares and similar arrangements.
- 4 Any claim for refund of any costs for persons not named on **your** policy schedule.
- 5 More than one item under this section.
- 6 Anything mentioned in the General Exclusions on pages 53 and 54.

## Section H – Missed Departure

We will cover **you** for the extra accommodation and travel costs **you** have to pay to reach **your** destination if **you** arrive at the final point of international departure too late to board the ship, aircraft or train in which **you** are booked to travel on

**your** outward journey from the **UK** or on the final part of **your** return journey to the **UK**, as a direct result of:

- 1 Failure of scheduled public transport services;
- 2 Delay to a connecting scheduled flight; or
- 3 Accidental damage to, or breakdown of, the vehicle in which **you** are travelling.

## Special conditions

- 1 **You** must do everything **you** can to get to the international departure point from or to the **UK** for the time specified on **your** ticket/itinerary.
- 2 **You** must get a repairer's report if **you** are claiming because the vehicle **you** were travelling in had an accident or broke down.
- 3 If **you** have missed or will miss **your** international ship, aircraft or train due to one of the reasons listed above, contact (+44) 1243 621064 and **we** will contact the carrier for **you** (if a late arrival is possible) or will make alternative

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travel arrangements for **you**, up to the limit payable. Any cost incurred may have to be paid by **you** and submitted as a claim.

### The most we will pay

The most **we** will pay for each **insured person** is £1,000.

### What is not covered

- 1 Any claim caused by a strike or industrial action that was planned before **you** took out **your** policy or booked **your trip**, whichever is the later.
- 2 Any claim where **you** have not done everything **you** can to reach **your** international departure point from or to the **UK** on time.
- 3 Any claim where the carrier has offered reasonable alternative transport.
- 4 Anything mentioned in the General Exclusions on pages 53 and 54.

## Section I – Legal Expenses and Advice

### Legal Expenses Cover

We will negotiate on **your** behalf for **your** legal rights to bring **legal proceedings** to pursue a civil claim resulting from an incident, including **medical treatment**, for which **you** are not at fault which causes **your** death or personal injury during **your trip** providing that:

- a the insured incident occurs within the **Territorial Limits** and during the period of insurance
- b **Prospects of Success** exist for the duration of the claim
- c in respect of any appeal or defence of an appeal, it has been reported to **us** at least 10 working days prior to the deadline for any appeal
- d the maximum amount **we** will pay for **Costs and Expenses** for any one **insured person** in respect of any or all claims arising from one cause is £25,000
- e an **insured person** reports an insured incident to **us** as soon as

possible and in any event no later than 180 days after the date the **insured person** knew or should have known about the insured incident.

### Personal Legal Advice

We will give the **insured person** confidential advice over the telephone on any personal legal problem that may lead to a claim under this section of the policy.

We will tell **you** what **your** legal rights are, what course of action is available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or to make a legal expenses claim

Call **us** on 01603 208529

Please have **your** policy number to hand as this will be requested when **you** call.

### Definitions

The Definitions at the beginning of this booklet apply where appropriate (refer to pages 6 and 7).

The following Definitions only apply to this section of the policy.

### Appointed Representative

The lawyer or other suitably qualified person appointed by **us** to act on **your** behalf.

### Costs and Expenses

- a All reasonable and necessary legal costs charged by the **Appointed Representative** and agreed by **us**.
- b Legal costs which an **insured person** has been ordered to pay by a court or other body which **we** have agreed to or authorised.

### Legal Proceedings

The pursuit of a claim for damages.

### Medical Treatment

The consultation and treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for the clinical care of an **insured person**

### Prospects of Success

In respect of all claims it is always more likely than not that an **insured person** will

- 
- a recover damages or obtain any other legal remedy which **we** have agreed to
  - b make a successful defence
  - c make a successful appeal or defence of an appeal.

**Prospects of Success** will be assessed by **us** or an **Appointed Representative** on **our** behalf.

### **Territorial Limits**

The geographical limit specified in **your** schedule of insurance.

### **Special conditions**

The following conditions apply to this section.

Also refer to the General Conditions shown on pages 55 and 56.

#### **1 Claims – an insured person’s duty**

An **insured person** must report an insured incident to **us** as soon as possible and in any event no later than 180 days after the date the **insured person** knew or should have known about the insured incident.

#### **2 Claims – legal representation**

- a On acceptance of a claim, if

appropriate, **we** will appoint an **Appointed Representative**.

- b If it is necessary to start court proceedings or there is a conflict of interest, **you** are free to nominate an **Appointed Representative** by sending to **us** the name and address of the suitably qualified person.
- c If **we** do not agree to **your** choice of **Appointed Representative** under condition 2b above, **you** may choose another suitably qualified person.
- d If there is still a disagreement with regard to the **Appointed Representative**, **we** will ask the president of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e In all other circumstances **we** will be free to choose an **Appointed Representative**.
- f An **Appointed Representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment.

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### 3 Claims – Our rights and your obligations

- a **We** will have direct access to the **Appointed Representative** who will, upon request, provide **us** with any information or opinion on **your** claim.
- b **You** must co-operate fully with **us** and the **Appointed Representative** and must keep **us** up-to-date with the progress of the claim.
- c At our request **you** must give the **Appointed Representative** any instructions that **we** require.
- d **You** must notify **us** immediately if anyone offers to settle a claim or makes a payment into court.
- e If **you** do not accept the recommendation of the **Appointed Representative** to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further **Costs and Expenses**.
- f No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.

### 4 Discontinuance of a claim

#### If you

- a settle a claim or withdraw a claim without **our** prior agreement
  - b do not give suitable instructions to the **Appointed Representative**
  - c dismiss an **Appointed Representative** without **our** prior consent
- the cover **we** provide will end immediately and **we** will be entitled to reclaim any **Costs and Expenses** **we** have incurred from **you**.

### 5 Recoveries

**You** must take every available step to recover **Costs and Expenses** that **we** have to pay and must pay **us** any **Costs and Expenses** that are recovered.

### 6 Disputes

If any difference arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the steps outlined in **our** complaints procedure stated under "Our Promise of Service".

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## 7 Arbitration

**You** have the right to refer any difference that arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

### The most we will pay

The most **we** will pay for each **insured person** in respect of any or all claims arising from one cause is £25,000.

### What is not covered

1. If an **insured person** does not keep to the terms, conditions and exclusions of this section.
2. A dispute between **you** and **us** or any member of the Aviva group of companies.
3. Any claim where **you** are more specifically insured or any amount **you** cannot recover from a more specific insurance because the insurer of that insurance refuses the claim.
4. Any claim relating to **you** driving a motor vehicle without a valid licence and/or insurance.
5. Any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event.
6. Any claim from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air.
7. Any claim in respect of libel or slander.
8. **Costs and expenses** incurred prior to **our** written acceptance of a claim.
9. **We** will not pay for **Costs and expenses** which have been incurred

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by the **Appointed Representative** on a contingency fee basis.

10. Any legal action an **insured person** takes which **we** have not agreed to or where an **insured person** does anything to hinder **us** or the **Appointed Representative**.
11. Any claim deliberately or intentionally caused by **you**.
12. Any fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
13. An application for judicial review.
14. Any claims relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
15. A dispute with **us** other than as catered for in special conditions 6 and 7 of this section.
16. Anything mentioned in the General Exclusions on pages 53 and 54.

## **Section J – Hijack and Mugging**

**We** will pay £50 for each full 24-hour period if:

- 1 **you** cannot reach **your** destination or **you** cannot reach the **UK** on the return leg of **your trip** as a result of the transport on which **you** are travelling being hijacked; or
- 2 **you** are in hospital receiving in-patient treatment required following a mugging.

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### The most we will pay

The most **we** will pay for each **insured person** is £1,000.

### What is not covered

**We** will not pay any claim:

- 1 Unless **you** provide written confirmation of the delay from the airline or carrier;
- 2 If **you** do not report the mugging to the police within 24 hours and get a written police report;
- 3 For anything mentioned in the General Exclusions on pages 53 and 54.

### Section K – Pet Care

**We** will pay a benefit of £25 for each 24-hour period if **your** cat or dog needs in-patient veterinary treatment as a result of an injury which occurred whilst **your** cat or dog was being cared for by a friend, relative, professional carer, kennel or cattery in the **UK** whilst **you** were on **your trip**.

### The most we will pay

The most **we** will pay for each incident is £250.

### What is not covered

**We** will not pay any claim:

- 1 If **you** do not have written confirmation from the vet giving details of the injury or accident and the number of days that **your** cat or dog has been an in-patient.
- 2 For anything mentioned in the General Exclusions on pages 53 and 54.

### Section L – UK Motor Breakdown

If **you** need 'At Home' or 'Roadside Assistance', call us free on 0800 169 1789. A Rescue Patrol, RAC Patrol, or Contractor will assist **you**.

**We** will cover **you** for:

- 1 'At Home' service:  
If **your** vehicle will not start at **your home** when **you** are about to leave for **your UK** departure point.
- 2 'Roadside Assistance' service:  
In the case of a breakdown, vandalism or road traffic accident when **you** are travelling to or from **your UK** departure or arrival point.
- 3 If **your** vehicle cannot be repaired:

If **your** vehicle cannot be repaired at **home** or the roadside **we** will provide:

- a) onward travel for the driver and up to four passengers to the **UK** departure point on the outward journey, or to **your home** on the return journey (the mode of travel will normally be by taxi or standard-class rail); and / or
- b) recovery of **your** vehicle to a nearby garage or **your home**.
- c) not be more than 7 metres long, 3 metres high and 2.25 metres wide (all including a load).

- 3 If **your** vehicle needs to be towed it must display a valid road tax disc.
- 4 The journey from the **UK** must be pre-booked and paid for.
- 5 If **you** use this service **you** must produce **your** tickets for **your** journey from or to the **UK**.

### The most we will pay

The most **we** will pay for a claim under this section is £500 overall per **trip**.

This service is provided by Rescue from Aviva

### Special conditions

- 1 **Your** vehicle must be one of the following:
  - a) a car, including estate cars, MPVs and 4x4 sports utility vehicles;
  - b) a motorised caravan;
  - c) a light van; or
  - d) a motorcycle with an engine that has a capacity of 121cc or more.
- 2 **Your** vehicle must:
  - a) be registered in the **UK**;
  - b) have a gross vehicle weight of not more than 3,500 kilograms; and

### What is not covered

- 1 Repair costs other than those delivered at the roadside or at **home**.
- 2 The cost of any parts supplied.
- 3 The cost of any repairs not directly necessary to allow **your** vehicle to continue the journey on the same day.
- 4 Any vehicles used for hire or reward.
- 5 Assistance and recovery for incidents related to holidays within the **UK**.
- 6 Any other costs.
- 7 Anything mentioned in the General Exclusions on Pages 53 and 54.

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### Section M – Loss of Passport

We will cover **you** for loss or theft of **your** passport while **you** are abroad.

We will pay reasonable extra travel, accommodation and communication expenses **you** have to pay to get a temporary passport and the cost of the temporary replacement passport.

Contact **us** on (+44) 1243 621064 and we will advise **you** how to replace lost or stolen passports.

#### Special condition

**You** must always take reasonable care to keep **your** passport safe. If **your** passport is lost or stolen **you** must take all reasonable steps to get it back.

#### The most we will pay

The most **we** will pay for each **insured person** is £350.

#### What is not covered

- 1 Any loss or theft of **your** passport if **you** do not report it to the police within 24 hours of discovery and get a written police report.
- 2 Any loss or theft of **your** passport while it is **unattended**.

- 3 Anything mentioned in the General Exclusions on pages 53 and 54.

### Section N – Personal Money

We will cover **you** for loss or theft of **your personal money** during **your trip**. Contact **us** on (+44) 1243 621064 and we will advise **you** how to replace lost or stolen **personal money**.

#### Special conditions

- 1 **You** must always take reasonable care to keep **your personal money** safe. If **your personal money** is lost or stolen, **you** must take all reasonable steps to get it back.
- 2 **You** must be able to prove that **you** own the lost or stolen **personal money** and how much it is worth. If **you** do not, it may affect **your** claim.

#### The most we will pay

The most **we** will pay for each **insured person** is £500, but no more than £300 for cash or bank notes.

A reduced limit of £100 for cash or bank notes applies to **insured persons** aged under 16 years.

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## Excess

**We** will not pay the first £50 of each **insured person's** claim.

### What is not covered

- 1 Any loss or theft of **personal money** which **you** do not report to the police within 24 hours of discovery and get a written police report.
- 2 Any **personal money** which is delayed, detained or confiscated by customs or other officials.
- 3 Bonds, securities or documents of any kind.
- 4 Loss or theft of **personal money** not carried in **your** hand baggage while **you** are travelling.
- 5 Loss or theft of **personal money** while it is **unattended**.
- 6 Shortages due to a mistake, or loss due to a change in exchange rates.
- 7 Anything mentioned in the General Exclusions on pages 53 and 54.

## Section O – Delayed Baggage

If **your** baggage is temporarily lost on the outward journey and **you** are without it for more than 12 hours, **we** will pay for the replacement of essential items. To claim under this section, **you** must keep the receipt of anything **you** buy and get written confirmation from the carrier of the number of hours **you** were without **your** baggage.

### The most we will pay

The most **we** will pay for each **insured person** is £150.

### What is not covered

- 1 Any claim for baggage delayed or detained by customs or other officials.
- 2 Anything mentioned in the General Exclusions pages 53 and 54.

## Section P – Baggage (Optional)

This section only applies if shown on **your** policy schedule.

**We** will cover **you** for loss, theft or accidental damage to **your** personal belongings or baggage during **your** trip.

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## Special conditions

- 1 **You** must take reasonable care to keep **your** personal belongings and baggage safe. If **your** personal belongings or baggage are lost or stolen, **you** must take all reasonable steps to get them back.
- 2 If **your** personal belongings or baggage are lost or damaged by an authority, a transport company or hotel, **you** must report the details of the loss or damage to them in writing and get written confirmation.
- 3 If **your** personal belongings or baggage are lost or damaged by an airline, **you** must:
  - a) get a property report;
  - b) give written notice of the claim to the airline within the time limit in their conditions of carriage (**you** should also keep a copy);
  - c) keep all travel tickets and tags if **you** claim under this policy.
- 4 **You** must be able to prove that **you** were responsible for the lost, stolen or damaged items and how much they are worth. If **you** do not do this, it may affect **your** claim.

- 5 At **our** option, **we** will settle any claim by payment or replacement. **We** will pay claims for personal belongings and baggage based on their value at the time of loss. **We** will not pay the cost of replacing them with new items, and **we** will not pay more than the original purchase price of any lost or damaged item.
- 6 If **you** have also made a claim under Section O - Delayed baggage this amount will be deducted from the amount claimed under this section.

## The most we will pay

The most **we** will pay for each **insured person** is £1,500 but no more than:

- £300 for any one article, pair or set of articles; and
- £400 in total for **valuables**.

## Excess

**We** will not pay the first £50 of each **insured person's** claim.

## What is not covered

- 1 **Loss or theft of personal belongings or baggage which you have left unattended.**

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- 2 Cracking, scratching or breaking of glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile articles.
  - 3 Pedal cycles, contact lenses, and medical and dental fittings.
  - 4 Wear and tear, loss of value and damage caused by moths and vermin, or any process of cleaning, repairing or restoring.
  - 5 Any loss or theft which **you** do not report to the police within 24 hours of discovery and get a written police report (where it is not possible to obtain a police report **you** must provide other independent proof of loss such as a letter from **your** transport company or hotel).
  - 6 Sports equipment that is damaged while it is being used.
  - 7 **Winter sports equipment.**
  - 8 Any goods delayed, detained or confiscated by customs or other officials.
  - 9 Items used in connection with **your** job which are not owned by **you**.
  - 10 Bonds, securities or documents of any kind.
  - 11 Loss or damage to **valuables** not carried in **your** hand baggage while **you** are travelling.
  - 12 Deliberate or malicious damage to personal belongings or baggage caused by an **insured person**.
  - 13 **Personal money**
  - 14 Anything mentioned in the General Exclusions on pages 53 and 54.
- Winter Sports Cover (Optional)**
- Winter sports cover only applies if shown on **your** policy schedule.
- The cover under Sections Q to U, if selected, will apply for the duration shown on **your** policy schedule.
- Section Q – Winter Sports Equipment**
- 1 If **your winter sports equipment** is lost, stolen or damaged by accident during **your trip**, we will pay for their replacement or repair, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below.
    - Up to one year old, 90% of the purchase price

- Up to two years old, 70% of the purchase price
- Up to three years old, 50% of the purchase price
- Up to four years old, 30% of the purchase price
- Over four years old, 20% of the purchase price

The most **we** will pay is £500 for each **insured person**.

- 2 If **you** hire **winter sports equipment** and it is lost, stolen or damaged by accident during **your trip**, **we** will pay for its replacement or repair. The most **we** will pay is £400 for each **insured person**.
- 3 If **we** pay under items 1 or 2 above, **we** will also pay to hire replacement **winter sports equipment** for the rest of **your trip**. The most **we** will pay under item 3 is £200 for each **insured person**.
- 4 **We** will pay up to £200 to replace **your** lift pass if it is lost or stolen during **your trip**.

### Special conditions

- 1 **You** must take reasonable care to keep the **winter sports equipment** safe. If the **winter sports equipment**

is lost or stolen, **you** must take all reasonable steps to get it back.

- 2 If the **winter sports equipment** is lost or damaged by an authority, a transport company or hotel, **you** must report the details of the loss or damage to them in writing and get written confirmation.
- 3 If the **winter sports equipment** is lost or damaged by an airline, **you** must:
  - a) get a property report;
  - b) give written notice of the claim to the airline within the time limit in their conditions of carriage (**you** should also keep a copy);
  - c) keep all travel tickets and tags if **you** claim under this policy.
- 4 **You** must be able to prove that **you** were responsible for the lost, stolen or damaged items and the purchase price. If **you** do not do this, it may affect **your** claim.

### Excess

**We** will not pay the first £50 of each **insured person's** claim.

### What is not covered

- 1 **Deliberate or malicious damage to**

winter sports equipment caused by the **insured person**.

- 2 Loss or damage to **winter sports equipment** caused by the **insured person's** carelessness or neglect.
- 3 Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning repairing or restoring.
- 4 Losses from motor vehicles.
- 5 Any loss or theft which **you** do not report to the police within 24 hours of discovery and get a written police report (where it is not possible to obtain a police report **you** must provide other independent proof of loss such as a letter from **your** transport company or resort management).
- 6 **Winter sports equipment** that is damaged while it is being used.
- 7 Anything mentioned in the General Exclusions on pages 53 and 54.

### **Section R – Delay due to Avalanche**

**We** will cover **you** for the cost of extra travel and accommodation if an avalanche delays **your** arrival at or departure from the booked resort.

### **The most we will pay**

The most **we** will pay for each **insured person** is £200.

### **What is not covered**

Anything mentioned in the General Exclusions on pages 53 and 54.

### **Section S – Piste Closure**

(This cover does not apply to cross-country skiing.)

If all pistes at the resort **you** have booked are closed because of lack of snow, excessive snow or high winds **we** will pay up to £20 a day to transport **you** to another site. If there are no other sites nearby, **we** will pay **you** £30 compensation each day.

### **The most we will pay**

The most **we** will pay for each **insured person** is £300.

### **Special conditions**

- 1 This section does not apply in the **UK**, and within Europe the cover only applies during the period 15 December to 15 April.

- 2 **You** must provide evidence that confirms the piste closures from either **your** tour operator or resort management.

### What is not covered

Anything mentioned in the General Exclusions on pages 53 and 54.

### Section T – Ski Pack

If, due to illness or injury, **you** are medically certified as being unable to ski or board **we** will pay the proportionate cost of **your** non-refundable ski pack.

The ski pack includes lessons from a ski school, ski hire and the cost of any lift pass.

### The most we will pay

The most **we** will pay for each **insured person** is £300.

### What is not covered

See exclusions listed after Section U.

### Section U – Inability to take part in Winter Sports Activities

If, due to injury or illness during **your** trip, **you** cannot take part in winter sports activities, **we** will pay **you** £20 compensation for each day **you** are prevented from doing so.

### The most we will pay

The most **we** will pay for each **insured person** is £200.

### What is not covered under Sections T and U

- 1 Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.
- 2 Any claim for a medical condition if any of the following applied when **you** took out **your** policy or booked **your trip** (whichever is later), **you**:
  - a) had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless the condition was

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- disclosed to and accepted by **us**;
- b) were under investigation or awaiting results for any diagnosed or undiagnosed condition unless disclosed to and accepted by **us**;
- c) were on a waiting list for in-patient treatment or were aware of the need for in-patient treatment for any diagnosed or undiagnosed condition unless the condition was disclosed to and accepted by **us**;
- d) had been told **you** have a terminal illness.
- 3 Any claim for a medical condition where **you** have received medical advice for a potentially serious illness or injury between booking **your trip** and the departure date unless disclosed to and accepted by **us**.
- 4 Any claim that results from:
- a) any anxiety state, depression, mental or nervous disorder which had been diagnosed when **you** took out **your** policy or booked **your trip** (whichever is later);
- b) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before **you** planned return date;
- c) **You** flying (except while travelling in an aircraft as a passenger) or taking part in other aerial activities;
- d) **You** motorcycling:
- as a rider or passenger on a machine over 125cc; or
  - as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a full **UK** motorcycle licence;
- e) **Your** involvement in manual work of any kind;
- f) **You** taking part in any winter sports activity listed on page 17 unless Winter Sports cover is shown on **your** policy schedule;
- g) **You** taking part in a leisure or winter sports activity not listed on pages 15 - 17;
- h) **You** taking part in any organised team or contact sport not listed on pages 15 and 16, any sport or competition as a professional or

competing in or practising for speed or time trials, sprints or racing of any kind;

- i) **You** taking part in expeditions or being a crewmember on a vessel travelling from one country to another.

5 Anything mentioned in the General Exclusions on pages 53 and 54.

### Section V – Extended Golfing Cover (Optional)

Extended golfing cover only applies if shown on **your** policy schedule and cover only applies to **insured person(s)** named under this section on **your** policy schedule.

**We** will cover **you** for the following:

- 1 If **your** golf equipment (not including clothing) is lost, stolen or damaged by accident during **your** trip. **We** will pay for its replacement or repair, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below:
  - Up to one year old, 90% of the purchase price

- Up to two years old, 70% of the purchase price
- Up to three years old, 50% of the purchase price
- Up to four years old, 30% of the purchase price
- Over four years old, 20% of the purchase price.

The most **we** will pay is £1,000 for each **insured person**.

- 2 Up to £35 a day towards the cost of hiring replacement golf equipment if **your** golf equipment is lost, stolen, damaged by accident during **your** trip or temporarily delayed for more than 12 hours on the outward journey. To claim under this item, **you** must get written confirmation from the carrier of the number of hours **you** were without **your** golf equipment.

The most **we** will pay is £250 for each **insured person**.

- 3 Pre-booked green fees, which are not refundable, if **you** are not able to play golf due to injury or illness.

The most **we** will pay is £250 for each **insured person**.

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## Special conditions

- 1 **You** must take reasonable care to keep **your** golf equipment safe. If **your** golf equipment is lost or stolen, **you** must take all reasonable steps to get it back.
- 2 If **your** golf equipment is lost or damaged by an authority, a transport company or hotel, **you** must report the details of the loss or damage to them in writing and get written confirmation.
- 3 If **your** golf equipment is lost or damaged by an airline, **you** must:
  - a) get a property report;
  - b) give written notice of the claim to the airline within the time limit in their conditions of carriage (**you** should also keep a copy);
  - c) keep all travel tickets and tags if **you** claim under this policy.
- 4 **You** must be able to prove that **you** were responsible for the lost, stolen or damaged items and the purchase price. If **you** do not do this, it may affect **your** claim.

## Excess

**We** will not pay the first £50 of each **insured person's** claim, under item 1.

## What is not covered

- 1 Deliberate or malicious damage to golf equipment caused by the **insured person**.
- 2 Loss or damage to golf equipment caused by the **insured person's** carelessness or neglect.
- 3 Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning repairing or restoring.
- 4 Losses from motor vehicles.
- 5 Any loss or theft which **you** do not report to the police within 24 hours of discovery and get a written police report (where it is not possible to obtain a police report **you** must provide other independent proof of loss such as a letter from **your** transport company or resort management).
- 6 Golf equipment that is damaged while it is being used.
- 7 Anything mentioned in the General Exclusions on pages 53 and 54.

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## Section W – Scuba Diving (Optional)

This section only applies if shown on **your** policy schedule and cover only applies to **insured person(s)** named under this section on **your** policy schedule.

Sections B, C and D of **your** policy are extended to cover **you** while scuba diving to the maximum depth for which **you** are qualified, but not more than 30 metres, so long as **you** are accompanied by a qualified scuba diving instructor or dive master.

### Special conditions

- 1 When **you** are scuba diving **you** must follow all the safety guidelines provided by **your** instructor or dive master, who will have been certified by the diving bodies such as PADI, NAUI, BSAC, SAA, DIWI and SSI.
- 2 The cover given by this section only applies to recreational scuba diving up to a total of 21 days during the period of insurance.
- 3 Cover does not extend to Section E – Personal Accident or Section F – Personal Liability.

### What is not covered

- 1 Any claim caused by **you** not being physically fit or suffering from any medical condition which would normally prohibit **you** from diving.
- 2 Any claim where **you** do not follow all diving safety warnings and guidelines.
- 3 Where **you** have booked a **trip** for the sole purpose of scuba diving.
- 4 Any claim resulting from **your** participation in any professional, commercial or technical diving including, but not limited to, enriched air diving, tutor diving, ice diving, free diving, solo diving and cave or cavern diving.
- 5 Any claim where **you** travel by air within 24 hours of completing a dive.
- 6 Anything mentioned in the General Exclusions on pages 53 and 54.

# General Exclusions which apply to the whole policy

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This policy does not cover the following:

- 1 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
  - war;
  - invasion;
  - act of a foreign enemy;
  - hostilities or warlike operation or operations (whether war has been declared or not);
  - civil war;
  - revolution, rebellion or insurrection ;
  - civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising;
  - military power (even if properly authorised by the duly elected government);
  - usurped power;
  - any action taken to prevent, control or suppress, or which in any way relates to, any of the above.
- 2 Claims directly or indirectly caused by:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly; or
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 3 Death, injury, illness or disability resulting from suicide or attempted suicide, exposure to danger which can reasonably be predicted (unless **you** are trying to save human life), sexually transmitted diseases or the influence or effect of alcohol or drugs (other than drugs taken under medical supervision and not for treating drug addiction).
- 4 Any loss that is not specifically described in the stated terms and conditions, eg. **we** will not pay for loss of earnings if **you** are unable to return to work due to injury or illness during **your trip**.
- 5 Any claim arising, directly or indirectly, from the failure, or fear of failure, of equipment or computer

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program to recognise or correctly interpret or process any date as the true or correct date, or to continue to work correctly after that date. This exclusion does not apply to the Emergency Medical and Associated Expenses, Hospital Benefit or Personal Accident Sections.

# General Conditions which apply to the whole policy

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- 1 **You** must pay **us** back any amount which **we** have paid which **you** are not covered for.
- 2 **You** must tell **us** as soon as possible after any injury, illness, incident or redundancy, or if **you** discover any loss or damage which may lead to a claim under this policy. **You** must also tell **us** if **you** are aware of any writ, summons or prosecution. **You** must send **us** every communication relating to a claim immediately.
- 3 **You**, or any person acting for **you**, must not negotiate, admit or reject any claim without **our** permission in writing.
- 4 **We** may refuse to pay any expenses for which **you** cannot provide receipts or bills.
- 5 **You** or **your** legal representative must pay for any certificates, information and evidence, which **we** may need. When there is a claim for injury or illness, **we** may ask for, and will pay for, any **insured person** to be medically examined on **our** behalf. **We** may also ask for, and will pay for, a post-mortem examination if any **insured person** dies.
- 6 If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim, and will only pay **our** share. This condition does not apply to the Personal Accident or Hospital Benefit Sections.
- 7 **We** are entitled to take over and carry out in **your** name the defence or settlement of any legal action. **We** may also take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover any payment **we** have made under this policy to anyone else.
- 8 **You** cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not named on the policy schedule for this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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9 If **you** make a medical claim **you** may be asked to supply **your UK doctors'** name to enable **us** to access **your** medical records. This will help the treating **doctors**, and **us**, to provide **you** with the most appropriate treatment and assess whether cover applies. If **you** do not agree to provide this **we** may not deal with **your** claim.

10 Following the expiry of any statutory cooling off period **you** continue to have the right to cancel **your** policy at any time by contacting **us**, but no refund of premium will be available.

**We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy by sending 14 days notice to **your** last known address. **We** may return part of the premium to **you**.

**We** may cancel this policy immediately if **you** do not pay the premium.

## Fraud

If **you**, or anyone acting for **you**, make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if **you** give any false declaration or statement to support the claim, **we** will not pay the claim and all cover under the policy will end.

**We** reserve the right to tell the police about any dishonest claim.

# Our Promise of Service

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**Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously, and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect, **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer

## What will happen if **you** complain?

- **We** will acknowledge **your** complaint within 5 working days.
- **We** aim to resolve complaints following assessment and investigation as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do should **you** be dissatisfied

Please contact any HSBC Bank Branch.

If **you** are disappointed with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to contact the manager concerned. **You** can telephone **us** on 0800 169 4013 and ask **your** contact to review the problem.

If **you** have a complaint about a claim **you** have please contact **us** on 020 7662 4012

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive. If **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both **our** Chief Executive and the FOS

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will be provided when we write in response to **your** complaint.

Note that the FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private policyholder. If, however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral.

Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

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## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

**You** would be covered for all of the first £2,000 of any claim and 90% of the remainder, without any upper limit. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

## Choice of Law

The law of England and Wales will apply to this contract, unless:

- **you** and the **insurer** agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.



This insurance is underwritten by Aviva Insurance UK Limited.  
Registered in England Number 99122. Registered Office: 8 Surrey Street  
Norwich NR1 3NG.  
Authorised and regulated by the Financial Services Authority.

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