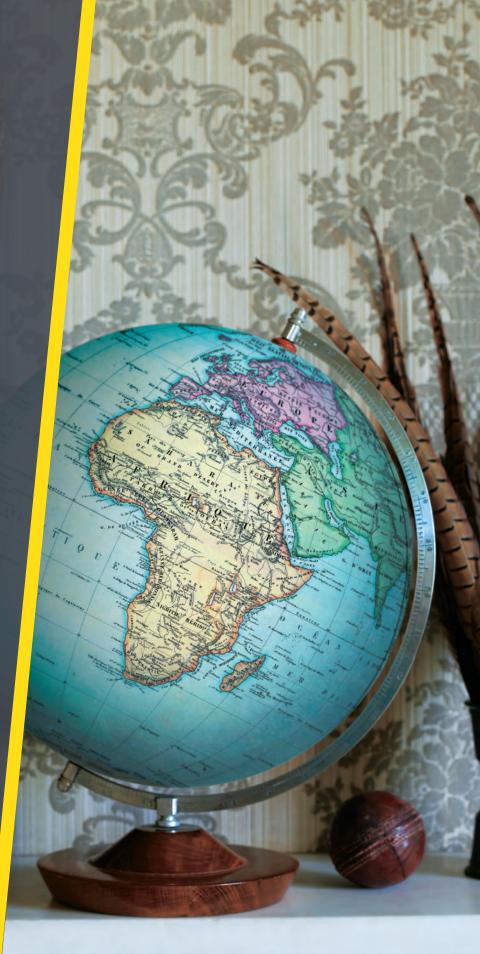
Private Clients Your Worldwide Distinct Travel policy

# Going further for you







# Welcome to your Worldwide Distinct Travel Insurance

This additional cover is supplement to the main policy and should be read in conjunction with the main policy document. Unless specified in this wording, the terms of the full policy apply to this additional cover. Here are some helpful common questions.

# Do I need to tell you that I am travelling?

No. As long as you have told us about any relevant medical conditions you do not need to register with us or tell us that you are travelling.

### What is the maximum trip length?

Trips should be no longer than 90 days and must start and end in the UK, Channel Islands or Isle of Man.

### Are holidays in the UK covered?

Yes. Holidays in the UK, Channel Islands or Isle of Man need to involve a stay of at least 2 consecutive nights in pre-booked holiday accommodation. Please see our definition of pre-booked holiday accommodation on page 10.

# Are winter sports holidays covered?

Yes. Winter sports holidays are covered for up to a maximum of 31 days in any calendar year. Please see the full details of what is covered on pages 18-19.

#### What is the maximum age of this policy?

Any insured person will be covered on this policy as long as they are aged under 75 at the date of renewal.

## Who is covered by this policy?

The policyholder, his/her partner, their children who are up to and including 24 years of age at the start date of the trip and in full time education, and domestic staff who, at the start date of the trip, permanently reside at home.

#### Do you need to know about any medical conditions?

Yes, full details of what you need tell us, when you need to tell us and health exclusions can be found in the 'Your health' section, please see page 08.

# Can I claim for cancellation of my trip if I have a problem with my travel documents, eg my passport is out of date/not arrived in time or my visa is invalid?

No. There is no cover under this policy for problems with your travel documents before you leave. If your passport is lost or stolen or damaged while you are abroad there is cover in this situation. Please see the Emergency Travel Document section on page 17 and 18. Before you book a trip, check the entry requirements of the country you intend to visit with the local government embassy and/or the Foreign and Commonwealth Office website www.gov.uk/foreign-travel-advice.

#### Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance adviser.

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# How to make a claim

Should you need to make a claim under this travel insurance policy, please contact us using the appropriate telephone number shown below.

For medical and other emergencies, please call our 24-hour helpline on (+44) 1603 208 538.

For legal expenses, please call us on 01603 208 536.

For baggage and personal money claims please refer to your home insurance. Please call us on 0800 051 1750 (for claims abroad call (+44) 1603 208 901).

For all other claims, please call us on 01603 208 537 when you are in the UK or (+44) 1603 208 537 from abroad.

In all cases, please quote your policy number.

# Call recording and monitoring

For our joint protection and training purposes calls may be recorded and/or monitored.

Calls to 0800 numbers from UK landlines and mobiles are free. The costs of calls to 01, 02 and 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

# Services for before and while you're away

As well as a high level of protection, whether you're travelling on business or pleasure, our cover comes with added services to support the lifestyle you enjoy.

# Travel assistant, for advice and information

This service is available whenever you need it, 24 hours a day. It provides advice and information to help make your travel experience smoother and resolve any problems, both before you go and while you're away.

Simply call (+44) 1603 208 538. Calls are charged at the national rate.

# Advice before you travel

We're happy to advise 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
- the languages spoken, the time zones and details of countries you plan to visit.

### Support while travelling

We can provide details on:

- how to replace lost or stolen passports, driving licences, air tickets or other travel documents
- how to trace your luggage with the airline operator if it's delayed or lost
- why, how, where and when you should contact local embassies or consulates
- how and where to cancel your credit cards if they're lost or stolen.

We can also advise relatives, friends or employers if you are unfortunate enough to go into hospital.

While travelling, Travel Assistant can also provide you with:

- emergency cash advance up to £1,000
- a 'phone home' service if there's an emergency
- a translation and interpretation service if you need it.

### Important note

There's no charge for Travel Assistant advice and services. However, if you wish us to obtain goods or services on your behalf that aren't covered by a claim under this policy, you'll need to pay any fees the provider charges and adhere to the provider's terms and conditions. If you use the emergency cash advance service, on your return home you must repay us the amount and a service charge if you discover that it isn't covered under your Distinct Home policy.

# Homesitting services, for more relaxed travel

Through your Distinct Home policy, you can also access preferential rates from Homesitters Limited. Their rigorously vetted employees will look after your home and care for your pets while you're away – either around the clock or simply during the times of day you would like.

You can find out more by calling them on 01296 630 730. Calls are charged at the national rate.

# Foreign and Commonwealth Office (FCO)

## **Travel Advice by Country**

We are working with the FCO to help British travellers stay safe overseas. Before you travel abroad, check out the FCO website www.gov.uk/foreign-travel-advice.

It is packed with essential travel advice and tips, plus up to date information about different countries.

## Air and maritime passenger rights

For the latest advice and further details on your rights please visit the following websites:

www.caa.co.uk and search for 'travel problems' and www.dft.gov.uk and search for 'maritime passenger rights'.

You should also refer to the terms and conditions of the carrier you are travelling with.

Please note – we are not responsible for the content of other websites

Please be aware that Aviva isn't responsible for the content on other websites.

# Definitions

Wherever the following words or phrases appear in this policy section, they will be shown in **bold** and have the following meanings:

# **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 confirm this in the event of a claim.

# **Close relative**

Your mother, father, sister, brother, marital/civil or domestic **partner**, 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 member of the medical profession practising in the UK who is not related to you or anyone you are travelling with.

# Excess/excesses

The amount that you will have to pay towards each claim per insured person, per trip.

# Home

Your home address in the UK, as set out in the policy schedule.

# Home territory

- England, Wales, Scotland, Northern Ireland, Jersey and Isle of Man if your home is located in any of these areas
- Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou if your home is located on any of these islands.

# Partner

The person that the **policyholder** lives with at **home** in a domestic relationship, whether married or cohabiting (as if husband and wife), regardless of gender, who is under 75 years of age at the date of renewal.

# Point of international departure

The airport, port or station from which **you** will undertake international travel from or into the **UK**. If **your home** is in Northern Ireland, **you** are also covered for international travel from or to the Republic of Ireland.

# Policyholder

The person(s) named in the Distinct Home policy schedule.

# Pre-booked holiday accommodation

A commercially run premises where a fee is charged which has been booked prior to the departure of **your trip**, including a pre-booked tent or caravan pitch but not including residential homes belonging to family or friends.

# **Travelling companion**

A person you travel with, without whom you cannot make or continue your trip.

# Trip(s)

Journeys beginning and ending in the UK that last no more than 90 days that are either:

- 1. Holidays outside of the UK; or
- 2. Business Travel outside of the UK that does not include manual work; or
- 3. Holidays within the UK, that include two or more consecutive nights in pre-booked holiday accommodation

# UK

England, Scotland, Wales and Northern Ireland, Channel Islands and the Isle of Man.

# UK resident

An insured person whose main home is in the UK, who is registered with a doctor and who is liable to pay taxes in the UK. You must have been resident in the UK for at least 6 months at the time of buying or renewing your policy.

# We/us/our

Aviva Insurance Limited.

# Winter sports equipment

Skis, snowboard, boots, helmets, bindings and poles.

# You/your/yours/yourself/insured person(s)

The **policyholder**, his/her **partner**, their children who are up to and including 24 years of age at the start date of the trip and in full time education, and domestic staff who, at the start date of the **trip**, permanently reside at **home**. **Note:** domestic staff are only covered when travelling with the **policyholder** or his/her **partner** or their dependent children also includes children of the policyholder or his/her partner who do not normally reside at home whilst they are in full time education.

# Contract of insurance and information and changes we need to know about

# The contract of insurance

This policy is a contract of insurance between you and us.

The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your policy booklet;
- information contained on your application form, Statement of fact and/or Demands and needs statement issued by us;
- your schedule;
- any clauses endorsed on your policy, as set out in your schedule;
- any changes to your travel insurance policy contained in notices issued by us at renewal;
- the information under the heading "Important Information" which we provide to you when you take out or renew your policy.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your** schedule on the terms and conditions of this policy booklet during the period of insurance.

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

# Period of insurance

We will only cover trips which begin on or after the date you add travel insurance to your Distinct Home policy as set out on your policy schedule.

Cancellation cover begins from the date **you** add travel insurance to **your** home policy schedule or the date of booking **your trip** (whichever is later) and ends when **you** leave **your home** to start **your trip**.

Cover under all other travel insurance sections starts when **you** leave **your home** and ends when **you** return **home** (or are repatriated to a hospital in the UK), providing **you** do not exceed the **trip** limit.

If you book a trip which is due to start after the renewal date of your Distinct Home policy, we will provide cover so long as you have renewed your Contents cover, and at the time of any incident resulting in a claim your travel insurance policy section cover is still in force.

#### **Trip duration**

There is no cover for any incident which happens after the **trip** duration limit of 90 days has been reached. Cover for winter sports **trips** is limited to a maximum of 31 days during the period of insurance as set out in **your** home policy schedule.

#### Automatic extension of cover

If you cannot get back to the UK before your cover ends, your insurance will remain in force without additional premium for:

- 1. up to 14 days if any vehicle **you** are travelling in breaks down, or any vehicle, vessel, train or aircraft in which **you** are travelling as a ticket holding passenger is cancelled or delayed; or
- 2. for as long as medically necessary where you are claiming for emergency medical treatment under this policy.

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 and agreed by **us**.

## Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. Please read any assumptions carefully and confirm if they apply to **your** circumstances. Please tell **your** insurance adviser to let **us** know if there are any changes to the information set out in the application form, Statement of Fact or on **your** schedule. **You** must also tell **your** insurance adviser immediately about the following changes.

• Any changes in health for any **insured person**. Please see the 'Your health' section on page 08 for full details of what **you** need to declare and when **you** need to do this.

If you are in any doubt, please contact your insurance adviser.

When we are notified of a change, we will tell your insurance adviser if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate we may:

- revise the premium and/or amend the medical underwriting decision(s) for any declared medical condition(s) which may result in an accepted condition being excluded; or
- cancel your policy and refuse to pay any claim; or
- not pay any claim in full.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date **your** renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after **your** renewal date.

We recommend you keep a record (including copies of letters) of all information provided to us for your future reference.

# Worldwide Medical Emergency Assistance Service

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

# If you need help, please phone (+44) 1603 208 538.

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

- 1. where necessary, hospitals are contacted; and
- 2. necessary medical fees are guaranteed; and
- 3. 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.

# Your health – cover and exclusions for medical conditions

# Please read this section carefully

This policy is not a general health or private medical insurance policy and will only cover sudden and unexpected illness or accidents.

# Medical Condition means:

Any illness, disease or injury that you have had in the 12 months prior to booking a trip(s) where you have;

- been prescribed medication; and/or
- received or are awaiting, medical treatment, tests or investigations and/or
- been referred to, or had follow up with a specialist and/or
- been admitted to hospital or had surgery.

# What do you need to tell us?

If an insured person has any medical condition, you need to contact your insurance advisor.

Please note - medical conditions are not covered by this policy unless:

• we have been told about them and have confirmed in writing that they have been accepted.

# When do you need to tell us?

• Before booking any trip

You need to contact us before booking any trip.

When you call us, we will assess your medical condition(s) and tell you whether or not we are able to cover the condition(s).

# • After booking a trip but before travelling

If after the **trip** has been booked **you** are referred to a consultant/specialist or admitted to hospital, **you** will be covered for cancellation of **your trip** and we will pay travel costs **you** had paid before this happened. If **you** still wish to travel **you** must call **us** and **we** will tell **you** if **we** are able to cover the condition. If **we** are unable to cover the condition but **you** still wish to go on the **trip**, **we** will not cover any claim arising directly or indirectly to that condition.

If you booked your trip before taking out this policy, you should call us as soon as possible to find out if your medical condition(s) can be covered for the pre booked trip.

# **Health exclusions**

1. There is no cover for any claim arising directly or indirectly from the following:

- a. Any medical condition unless we have been told about it and we have accepted it in writing.
- b. Any symptoms that you were aware of, prior to booking a trip, for which you have sought but not yet received a diagnosis for.
- c. You not taking the medication prescribed to you
- d. Travelling against the advice of a **doctor** or purposely travelling without medical advice when it was reasonable for **you** to have consulted a **doctor**.
- e. Travelling with the intention of seeking medical treatment.

# **European Health Insurance Card (EHIC)**

# (Residents of England, Scotland, Wales and Northern Ireland only)

If **you** are travelling to countries in the European Union, Iceland, Liechtenstein, Norway or Switzerland **we** strongly advise that **you** take an EHIC with **you**. **You** can obtain information from the post office, or **you** can apply online at www.nhs.uk and search for Healthcare abroad.

The EHIC is free 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.

# Medicare

# (Residents of England, Wales, Scotland and Northern Ireland only)

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 free of charge. Details of how to enrol and the free treatment available can be found at www.humanservices.gov.au by searching for Medicare forms.

# Your cover

# We will only cover insured persons if:

- 1. they are a UK resident
- 2. they are under 75 years of age at the date of renewal;
- 3. the journey is a round trip, beginning and ending in the UK that lasts no more than 90 days and is either:
  - a) a holiday outside the UK; or
  - b) a business trip outside the UK involving non-manual duties only; or
  - c) a holiday within the UK which includes at least two consecutive nights stay in pre-booked holiday accommodation.

# Section A

# Cancelling or coming home early

If you unavoidably have to cancel your trip or come home early, we will pay for the following:

• Non recoverable costs that each **insured person** has paid, or legally has to pay for their own unused personal travel and/or accommodation if **you** are unable to recover these costs from the provider. This also includes the cost of pre-paid excursions and green fees;

and/or

• Additional travel costs (if **you** cannot use **your** return ticket), and/or accommodation costs (of a similar standard **you** had booked for **your trip**) necessary to allow **you** to come **home** early.

The most we will pay for each insured person is:

- £15,000 for personal travel and accommodation costs;
- £1,000 for excursions;
- £350 for green fees.

If one of the following occurs:

- 1) You are injured, fall ill, are quarantined or die
- 2) A close relative, close business colleague, or the person you were going to stay with is seriously injured, falls seriously ill or dies.
- 3) You are called for jury service or as a witness in a court of law.
- 4) You, are made redundant.
- 5) Your home is badly damaged by explosion, fire, landslide, flood or severe/adverse weather.
- 6) You are a member of the Armed Forces, Police, Ambulance, Fire, Nursing Services or an employee of a Government Department and authorised leave is cancelled due to an unexpected posting or a major incident in the UK.
- 7) The police need to talk to you because your home or place of work has been burgled.
- 8) Severe/adverse weather prevents you from leaving your home, reaching your point of international departure or your pre-booked holiday accommodation in the UK.
- 9) Delay or cancellation of your pre-booked transport prevents you from leaving the UK on your outward journey, and the carrier or their handling agent is unable to provide suitable alternative travel arrangements within 12 hours of the date and time of the scheduled departure as shown on your ticket/itinerary.
- 10) You are prevented from travelling within 31 days of your scheduled departure date or have to come home early because:
  - a. An avalanche, earthquake, explosion, fire, landslide, flood or severe/adverse weather renders **your** accommodation uninhabitable or unreachable;
  - b. A Foreign and Commonwealth Office advisory notice is in place advising against all travel or all but essential travel to **your** destination or the FCO are advising British citizens to leave the area in which **you** are staying.

Or you choose not to travel or continue your trip because;

- c. Your accommodation is directly affected by a food poisoning outbreak, or the area in which you are staying is affected by pandemic or epidemic influenza;
- d. A major incident such as a terrorist attack happens within a 50 mile radius of the area in which **you** will be/are staying and **you** do not wish to travel or **you** wish to return **home** early.

- 11. Your transport operator, accommodation provider or their booking agents become insolvent.
- 12. You are denied boarding because there are too many passengers for the seats available and no suitable alternative flight could be provided within 12 hours.
- 13. You are the victim of a violent crime which has been dealt with by the police.

You will also be covered if your travelling companion has to cancel the trip or come home early for one of the reasons listed above.

## **Special conditions**

- a. All claims resulting from illness, injury, quarantine or death must be supported by medical reports, or a death certificate (or both). Medical reports must be obtained at the time of the incident and indicate the necessity to cancel the **trip** or come **home** early.
- b. You must provide written confirmation from the carrier or their handling agent of the actual date and time of the planned departure and reason for the cancellation or delay, and that they were unable to offer suitable alternative travel arrangements within 24 hours of **your** scheduled departure.
- c. Where you have been prevented from reaching your point of international departure or pre-booked holiday accommodation in the UK due to severe/adverse weather, you must provide evidence that travel was not possible, such as local police, press or travel reports.
- d. If your leave is cancelled, or you are made redundant, you must provide written confirmation from your employer.
- e. If you are called as a witness or for jury service you must provide written confirmation.
- f. If **you** are denied boarding **you** must provide proof that **your** carrier was unable to offer **you** suitable alternative travel arrangements.
- g. If **you** need to come **home** early and intend to make a claim **you** must phone the Emergency Medical Assistance Helpline immediately.
- h. All claims must be supported by documentary evidence that **you** have been unable to obtain a refund from the travel and/or accommodation provider.
- i. You must provide written confirmation from the accommodation provider and/or local or national authorities that the accommodation was uninhabitable and the reason for this, and that they were unable to offer suitable alternative accommodation of a similar standard.
- j. If **you** need to come **home** early but have not already purchased a return ticket, we will deduct the cost of an economy flight from any costs we incur in bringing **you home**.
- k. If **you** cannot use **your** return ticket and **we** pay additional travel costs to allow **you** to come **home** early, **your** unused travel ticket will then belong to **us**.

### Excess

We will not pay the first £250 of each insured person's claim. However, the maximum you will have to pay is £500 if two or more insured persons claim under this section.

# What is not covered

- a. Anything mentioned in the General Exclusions and the Your Health section.
- b. Any claim where **you** knew at the time **you** added the travel insurance option to **your** home policy schedule or booking **your trip** (whichever is later) that **you** or **your travelling companion** may be unable to travel or may need to come **home** early, for example where a **close relative** is seriously ill or the event has already happened.
- c. Any costs incurred by **you** which are recoverable from **your** credit/debit card provider or which **you** receive or are expected to receive compensation or reimbursement.

If you have to cancel your trip:

- a. Any claim due to severe/adverse weather where **you** have not allowed sufficient time to reach **your** point of international departure taking into account the weather forecast for **your** journey.
- b. Any claim where the carrier or handling agent has offered suitable alternative travel arrangements within 24 hours of the date and time of the scheduled departure as shown on the ticket/itinerary.
- c. Any claim for dismissal, misconduct, resignation or voluntary redundancy.
- d. Any claim for redundancy if **you** or **your travelling companion** knew of the redundancy at the time **you** added the travel insurance option to **your** home policy schedule or booking **your** trip (whichever is later) or where **you** cannot provide written evidence that the reason **you** or **your travelling companion** left the job was due to redundancy.

If you have to come home early:

- a. Any claim for coming home early which was not authorised by our Emergency Medical Assistance provider.
- b. Any claim for coming **home** early due to Foreign and Commonwealth Office advice where this advice was already in place prior to **your** departure from the **UK**.
- c. Any claim for coming **home** early after **you** have chosen to move to alternative accommodation.
- d. Any claim where you knew, prior to departure, that you may need to come home early.

# Section **B**

# **Travel Disruption**

# Travel delay

If your pre-booked transport is delayed we will pay £50 for the first 12 hour period you are delayed and £100 for every 12 hour period there on after. If your transport on your outward journey from the UK is delayed for more than 12 hours, you can cancel your trip, please see page 9.

For each **insured person** the most we will pay is £750.

# Missed departures (This benefit does not apply to trips taken within the UK)

If you miss your pre-booked transport due to;

- a. delay or cancellation of scheduled public transport services or a connecting flight; or
- b. accidental damage to, or breakdown of the vehicle in which you are travelling; or
- c. an unexpected delay caused by severe/adverse weather or a road traffic incident ahead of **you we** will pay for additional travel and accommodation costs **you** incur to reach **your** destination abroad or **home** on **your** return journey.

For each insured person, the most we will pay is £1,000.

# Alternative travel arrangements

We will pay additional travel and accommodation costs if you have to make alternative travel arrangements to reach your destination or home on the return journey if:

- a. Your pre-booked transport from or to your home territory is cancelled or delayed for at least 12 hours or diverted after take off; or
- b. You're denied boarding because there are too many passengers for the seats available and no alternative flight can be provided within 12 hours; or
- c. Your transport operator or accommodation provider becomes insolvent

For each **insured person** the most **we** will pay is £2,000. **We** will also pay for emergency medical supplies if **you** are unable to return **home** and **your** prescription medication has run out as a direct result of having to make alternative transport arrangements.

# Alternative accommodation

If **you're** forced to move from **your** pre-paid independently booked accommodation due to a natural disaster, fire, explosion, outbreak of food poisoning or infectious disease or insolvency we'll pay additional costs for alternative accommodation of a similar standard and transport to allow **you** to continue the **trip**.

For each insured person the most we will pay is £3,000.

# **Special Conditions**

- a. You can only claim for one benefit per incident under this section.
- b. Any costs incurred may have to be paid by you and submitted as a claim.
- c. We will only pay for additional transport or accommodation costs if your carrier or their handling agents have not been able to offer you suitable alternative accommodation and/or travel arrangements. All claims must be supported by documentary evidence of the costs you have incurred.

## **Travel delay**

a. You must get written confirmation of the number of hours and reason for the delay from your carrier or their handling agent.

## **Missed departures:**

- a. If you miss your pre-booked transport you must contact the carrier or their handling agent to see if a late arrival is possible or if alternative travel arrangements can be made.
- b. You must get a report from the repairer or breakdown assistance provider if you are claiming because the vehicle you were travelling in had an accident or broke down.

c. Where you have been delayed by an accident or breakdown ahead of **you**, **you** must provide evidence of the incident, such as local police, press or traffic reports.

# Alternative travel/accommodation arrangements:

- a. You must provide written confirmation from your transport provider of the length of the delay and the reason for the delay.
- b. If you are denied boarding you must provide proof that your carrier was unable to offer you suitable alternative travel arrangements.
- c. You must provide written confirmation from your accommodation provider or their booking agents, of the reason you were unable to use your pre-booked accommodation.

# Excess

We will not pay the first £250 for each insured person if the trip is cancelled following a 12 hour delay or you have to make alternative travel arrangements.

# What is not covered

- a. Anything mentioned in the General Exclusions section.
- b. Any claim where **you** have not done all **you** can to get to **your** departure point, or where **you** have not allowed sufficient time to make the travel connections shown on **your** ticket/itinerary, for example transfers between terminals, airports, ports or stations.
- c. Any claim where the travel and/or accommodation provider have offered reasonable alternative arrangements and **you** have refused this.
- d. Any claim for costs where you have received a refund from the carrier or handling agent.
- e. Any claim for alternative travel arrangements or alternative accommodation where the affected travel and/or accommodation arrangements are part of a package, as defined by The Package Travel, Packaged Holidays and Package Tour Regulations 1992.

# **Missed departures:**

- a. Any claim for a missed connection for a trip which was not pre-booked before you left the UK.
- b. Any claim for trips solely within the UK.

# Section C

# Emergency medical and associated expenses

If you are injured, fall ill, are quarantined or die during your trip, we will pay for the following:

# 1. Emergency medical treatment

- a) Emergency medical treatment (including rescue services to take you to hospital) outside of your home territory.
- b) Up to £500 for emergency dental treatment for immediate pain relief outside of your home territory.

# 2. Associated Expenses

- a) Physiotherapy treatment that **your doctor** recommends as necessary after **you** return **home**, if **you** sustain accidental bodily injury while **you** are on a **trip** which results in **us** paying for emergency treatment under item 1 above.
- b) Emergency dental treatment that your dentist recommends as necessary after you return home, if you sustain accidental bodily injury while you are on a trip which results in us paying for emergency treatment under item 1 above.
- c) Any reasonable extra charges for accommodation (of a similar standard to the accommodation you had booked for your trip) if its medically necessary for you to stay after the date you were going to return to your home or travel to your next destination. If you cannot use your return ticket, we will also pay travel costs, which you have to pay to get back to your home and:
  - additional kennel/cattery fees
  - additional car parking fees.
- d) The cost of burying or cremating you in the country outside your home territory where you die.
- e) The cost of returning **your** body or ashes to **your home**.
- f) 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.

If **our** Medical Emergency Assistance provider and the treating doctor agree that it is necessary, **we** will also pay for travel and accommodation costs, under items 2c and 2f, for one relative or friend who has to stay with **you** or travel to be with **you**.

# The most we will pay

The most we will pay for each insured person:

- £10,000,000 for Emergency Treatment and Associated Expenses outside your home territory
- £2,000 for associated expenses within your home territory
- £7,500 for returning your body/ashes to the UK
- £5,000 for burying/cremating outside your home territory
- £500 for physiotherapy treatment
- £500 for emergency dental treatment
- £500 for additional kennel/cattery
- £200 for additional car parking

# **Medical inconvenience**

If you are claiming for medical expenses outside your home territory that are covered under section c, we will also pay you £25 for every 24 hours your trip is disrupted if you are:

- in hospital receiving in-patient treatment; or
- confined to your accommodation on the advice of the treating doctor.

# The most we will pay

The most we will pay for each insured person is £1,000 for medical inconvenience outside of your home territory.

# **Holiday disruption**

If you are claiming for emergency medical expenses and receiving treatment as an in-patient for more than 24 hours we will pay your own non-recoverable unused personal travel and accommodation costs (including pre-paid excursions and green fees).

The most we will pay for each insured person is:

- £15,000 for personal travel and accommodation costs
- £1,000 for excursions
- £350 for green fees

if you are unable to recover these costs from the provider

### **Special conditions**

You must phone the Medical Emergency Assistance helpline before you make any arrangements if an injury or illness means that you:

- a. need to seek emergency medical advice; or
- b. are told by the treating doctor that you need to visit them for repeat treatments; or
- c. are going to require tests or investigations as an out-patient; or
- d. are told that you need to go into hospital as an in-patient.

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

- a. hospitals are contacted; and/or
- b. medical fees are guaranteed; and/or
- c. medical advisors are consulted.

If **you** cannot call before **you** are admitted as an in-patient because the condition is serious, **you** must contact the Medical Emergency Assistance Helpline as soon as possible after **you** go into hospital.

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 home 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 home.

## Excess

We will not pay the first £250 for each insured persons claim for Emergency Treatment and Associated Expenses. There is no excess for the Medical Inconvenience or Holiday Disruption benefits.

# What is not covered

- a. Anything mentioned in the General Exclusions and Health Exclusions in the Your Health section
- b. Any claim for:
  - treatment received in your home territory;
  - the cost of in-patient hospital treatment, out-patient treatment or going **home** early that **our** Medical Emergency Assistance provider has not agreed beforehand;
  - the cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the illness or injury **you** originally went to hospital for;
  - any form of treatment that **your** treating **doctor** and **our** Medical Emergency Assistance provider think can reasonably wait until **you** return **home**;
  - cosmetic surgery, unless considered necessary as a medical emergency and agreed with **our** Medical Emergency Assistance provider;
  - medication which, at the time your trip started, you knew that you would need while you were away;
  - any extra costs because you have requested a single or private room;
  - treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
  - any treatment after you have returned home, or are repatriated to a UK hospital.
- c. Costs incurred following **your** decision not to move hospital or return to **your home territory** after the date when it was deemed safe for **you** to do so by **our** Medical Emergency Assistance provider and your treating doctor.
- d. Any claim for medical inconvenience benefit:
  - where the period in hospital or confinement to your accommodation is less than 24 consecutive hours;
  - for any insured person not being treated as an in-patient or confined to accommodation on medical advice;
  - where the purpose of travelling was a business trip.
- e. Any claim for Medical inconvenience or holiday disruption where there is no valid claim for emergency medical treatment.
- f. Any claim for holiday disruption benefit where **you** are confined to accommodation or unable to undertake any planned activities.

# Section D

# Accidental death or permanent disability

We will cover you if you suffer a serious accidental bodily injury during your trip which requires immediate and urgent medical attention and leads solely, directly and independently of any other cause to:

- a. your death; or
- b. loss of your hand or foot at or above the wrist or ankle; or
- c. total and permanent loss of use of an entire arm, hand, leg or foot; or
- d. loss of sight to the extent where you are eligible to be registered as severely sight impaired (blind); or
- e. **your** disablement for two years from the date **you** sustained the injury, which means that **you** are entirely prevented from following any occupation suited to **your** education, experience and capability.

For each **insured person we** will pay up to £50,000 other than the death benefit for **insured persons** under 16 years of age where the maximum **we** will pay is £7,500.

### **Special conditions**

- a. the death or disability must happen within one year of the accident.
- b. only one benefit will be paid under this section, regardless of the number of injuries sustained.
- c. any benefit will be paid to you or your legal representative. If you die, the benefit will be paid into your estate.

### What is not covered

- a. Anything mentioned in the General Exclusions section
- b. Any claim resulting from:
  - sickness, disease, nervous shock or naturally occurring condition or degenerative process;
  - you taking part in an activity which is shown as excluded in the Your Activities section

# Section E

# 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 physical injury to any person; and/or
- b) loss or damage to property; and/or
- c) loss or damage to temporary holiday accommodation which is not owned by you.

# The most we will pay

The most we will pay for all claims arising from any one event is up to £2,000,000 for each **insured person**. We will also pay any reasonable and necessary legal costs and expenses incurred by **you** in relation to the accident. You must obtain **our** consent before incurring any cost or expense.

# What is not covered

- 1. Anything mentioned in the General exclusions which apply to the whole travel policy and the policy exclusions in **your** home insurance policy booklet.
- 2. Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) **you** have to pay.
- 3. 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
  - d) your involvement in paid or unpaid manual work or physical labour 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:
    - i) animals (except domestic animals)
    - ii) firearms (except sporting guns used for clay pigeon shooting or small-bore shooting)
    - iii) motorised vehicles
    - iv) vessels (except manually-propelled watercraft); or
    - v) aircraft of any description, including unpowered flight

# Section F

# Legal expenses and advice

# What we'll cover

If, during the **trip**, an incident causes the death or injury of an **insured person** which was not an **insured person's** fault **we** will provide a lawyer and legal costs up to £100,000 to pursue a claim. If **you** need to make a claim please call **us** on 0800 015 7066 (from the UK) or (+44) 1603 603 3344 (from abroad).

# Important things you need to know

- 1. Choice of lawyer
  - a. If court proceedings are issued within the UK or there is a conflict of interest, you can choose your own lawyer.
  - b. For proceedings outside the UK we will choose the lawyer.
  - c. We'll appoint that lawyer subject to acceptance of our standard terms of appointment which are available on request.

# 2. Our rights and your obligations

- a. On request, your lawyer must provide us with the information or opinion about your claim.
- b. You must fully co-operate with us and the lawyer.
- c. You must notify us immediately if anyone offers to settle a claim.
  - If you don't accept an offer which the lawyer advises is reasonable we may refuse to pay further costs.
- d. If your claim is successful, you must instruct your lawyer to attempt to recover all costs relating to your case.

- 3. This cover will end if you:
  - a. Settle or withdraw a claim without our agreement
  - b. Do not co-operate with us or the lawyer
  - c. Dismiss a lawyer without our consent. We will not withhold consent without good reason.

We may include a claim for our legal costs and other related expenses.

# We won't cover

- 1. Claims that don't result from a specific incident that happened during the trip.
- 2. Costs incurred prior to our written acceptance of your claim.
- 3. An application for judicial review.
- 4. Claims made by anyone other than you or your family enforcing their rights under this cover.
- 5. Claims which, in the lawyer's opinion, are more likely to fail than succeed.
- 6. Claims where the costs of the claim are more than the potential compensation.
- 7. Costs relating to a contingency fee arrangement.

In some countries a lawyer will only work for **you** if they receive a percentage of the compensation that **you** are rewarded. **You** cannot recover that percentage from this insurance

# Your activities

We'll cover you whilst you take part in most sports and leisure activities. It is a general condition of this policy that you take all reasonable precautions to protect yourself against accidents and injury. This includes when you take part in sports and leisure activities where you must make use of any appropriate safety equipment and follow any instructions provided (if taking part in an organised activity).

# Please refer to the Personal Liability section for further exclusions.

# There is no cover for:

- 1. You training for, or taking part in any race, time trial or organised sporting competition, performance or tournament.
- 2. You participating in an activity as a professional or where you are paid or receive benefits in kind, such as travel and/or accommodation or expenses.
- 3. Any claim for injury, illness or death that happens while **you** are taking part in these activities or any financial loss as a result of **you** being unable to take part in these activities.

# **Excluded** activities

# You will not be covered whilst participating in any of these activities

# Land

- Adventure racing/endurance events/marathon/ultramarathon/multi-discipline events
- Big game hunting/hunting
- Boxing/martial arts
- Caving/potholing
- Charity and conservation work that is not organised through a registered organisation, is not voluntary or involves work at heights over 3 metres or work in a health care facility
- Cycle racing
- Expeditions
- Free running/parkour
- Mountain biking other than trails graded as easy or moderate
- Mountaineering, rock climbing, bouldering (outdoors) or via ferrata
- Track events involving the use of motor vehicles
- Trekking that involves an ascent to more than 5,000 metres altitude

# Water

- Canyoning/coasteering
- Cliff diving
- Free diving
- High diving
- Ice diving
- Kite surfing
- River sports involving rivers over grade 3
- Sailing/yachting more than 12 miles from shore
- Scuba diving
  - where this is the main reason you booked the trip;
  - where you are not accompanied by a qualified instructor or dive master;
  - beyond the depth to which you are qualified to a maximum of 40m;
  - that is professional, commercial or technical diving in nature, including but not limited to enriched air, tutor, solo, wreck, cave or cavern diving.
- Water ski jumping

# Aerial

- Base jumping
- Flying (other than as a fare paying passenger in a fully licensed passenger carrying aircraft)
- Gliding
- Hang gliding
- Parachuting
- Paragliding
- Sky diving/parachuting (other than tandem skydiving through licensed operator)

# Winter sports activities

- Bobsleigh/cresta/luge/skeleton
- Freestyle skiing/snowboarding
- Off-piste skiing (unless accompanied by a qualified guide at all times in areas the resort management consider to be safe)
- Heli-skiing
- Glacier skiing
- Ski flying/jumping/stunting/surfing
- Ski racing/training
- Ski mountaineering

Section G

Your Possessions

# 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 £300.

# **Emergency travel documents**

If your passport or visa is lost or stolen while you're outside the UK we will pay for an emergency travel document to enable you to continue your trip or return home. We'll also pay for additional travel and accommodation (of a similar standard to that you had booked) if this means you need to reschedule your pre-booked travel arrangements.

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

# Golf equipment hire

We will pay up to £50 a day towards the cost of hiring replacement equipment if your golf equipment is lost, stolen, damaged or temporarily delayed for more than 12 hours on the outward journey. To claim for temporary delay, you must get written confirmation from the carrier of the number of hours you were without your golf equipment.

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

# Excess

There is no **excess** under this section.

## What is not covered

- a. Anything mentioned in the General Exclusions section.
- b. Any baggage or golf equipment delayed, detained or confiscated by customs or other officials.

## Golf equipment:

- a. Deliberate or malicious damage caused by the insured person.
- b. Loss or damage to golf equipment that **you** have deliberately left somewhere that is not in **your** full view or with someone **you** know.
- c. Damage to hired golf equipment while it is being used.
- d. Wear and tear, loss of value or damage caused by moths and/or vermin, or any process of cleaning, repairing or restoring.

# **Emergency travel documents:**

- a. Any claim for travel and accommodation expenses of any other **insured person** who could travel without **you** but decides to stay with **you**.
- b. Any claim where **your** passport and/or visa has been deliberately left somewhere that is not in **your** full view or with someone **you** know.
- c. Any claim where **your** passport and/or visa was not carried in **your** hand luggage and fully accessible to **you** while **you** were travelling.
- d. Theft of **your** passport and/or visa from a hotel room/apartment unless they have been placed in a safe or there is evidence of a break in.
- e. Theft of **your** passport and/or visa from a motor vehicle or caravan unless there is evidence of a break in and they had been placed out of view.

# Winter sports cover

Cover under this section applies for a maximum of 31 days during the period of insurance as set out in **your** home policy schedule.

# Section H

### Winter sports equipment

We will cover you for loss, theft or accidental damage to winter sports equipment which is owned or hired by you.

If **you** have a valid claim under this section **we** will also pay for **you** to hire replacement equipment for the duration of your **trip**.

We will also cover the cost of a replacement lift pass if it is lost or stolen.

For each insured person, we will pay up to:

- £750 for winter sports equipment.
- £750 for replacement equipment hire.
- £1,000 for a replacement lift pass.

At **our** option, **we** will settle any claim by payment or replacement. **We** will pay claims for **winter sports equipment** 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 items.

### Delay due to avalanche

We will pay 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 £750.

# Piste closure

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

We will pay you a daily benefit of up to a maximum of £50 if all pistes at your booked resort are closed due to lack of snow, excessive snow or high winds.

# The most we will pay

The most we will pay for each insured person is £750.

# **Medical inconvenience**

If, due to illness or injury, **you** are medically certified as being unable to ski or board, **we** will pay a daily benefit for each day **you** are prevented from doing so.

We will also pay a benefit for the proportionate cost of your non-refundable ski pack (ski lessons from a ski school, ski hire and lift pass).

For each insured person, the most we will pay is:

- £50 for each day you are unable to ski or board, up to a maximum of £500;
- £1,000 for your ski pack.

# Excess

We will not pay the first £250 for any claim for winter sports equipment

# Special conditions

# Winter sports equipment:

- a. If **your 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 request written confirmation.
- b. If your winter sports equipment is lost or damaged by an airline, you must:
  - get a Property Irregularity Report;
  - give written notice of the claim to the airline within the time limit in their conditions of carriage (you should keep a copy);
  - keep all travel tickets and tags if you claim under this policy.
- c. You must report any loss or theft to the police as soon as reasonably possible following discovery, and get a written report (where it is not possible to obtain a police report **you** must provide other independent proof of the loss or theft, such as a letter from **your** transport company, hotel, or resort management).

### Piste closure:

You must provide evidence from your tour operator or resort management that all pistes were closed, and how long they were closed for.

# What is not covered

- a. Anything mentioned in the General Exclusions and Health Exclusions in the Your Health section.
- b. Any claim where the maximum limit of 31 days for winter sports has been exceeded.

# Winter sports equipment:

- a. Deliberate or malicious damage caused by the insured person.
- b. Loss or damage to winter sports equipment caused by the insured person's neglect.
- c. Theft from motor vehicles.
- d. Damage to hired winter sports equipment while being used.
- e. Wear and tear, loss of value and damaged caused by moths or vermin, or any process of cleaning, repairing or restoring.

# Medical inconvenience:

a. Any claim for medical inconvenience:

- if the **insured person** has travelled against the advice of their doctor, or purposely travels without medical advice when it was reasonable for them to have done so;
- caused by a medical condition or undiagnosed symptom which has not been disclosed to and accepted by **us**. Please refer to the Your Health section for details of when **you** need to tell **us** about medical conditions.

# General exclusions

# 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 such consequence has been contributed to by any other cause or event:
  - a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - b) any action taken in controlling, preventing, suppressing or in any way relating to a) 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. Any claim for your death, injury, illness or disability resulting from:
  - a) your suicide or attempted suicide; or
  - b) your misuse of alcohol or drugs or your consumption of alcohol or drugs (other than drugs taken under medical supervision and not for treating alcohol or drug addiction) to an extent which causes immediate or long-term physical or mental impairment, including impairment to your judgment causing you to take action you would not normally have taken; or
  - c. Any exacerbation of an accepted medical condition caused by your misuse of alcohol or drugs.
- 4. Any claim where during the **trip you** deliberately put **yourself** at risk of death, injury, illness or disability (unless **you** were trying to save human life).
- 5. Any loss that is not specifically described in the stated terms and conditions e.g. **we** will not pay for loss of earnings if **you** are unable to return to work due to injury or illness during **your trip** or any payment which **you** would normally have made during the **trip**.
- 6. Any incident which happens after the trip duration limit has been reached.
- 7. Any claim for an incident which happens during a trip that results from:
  - a. you riding or being carried as a passenger on a scooter, moped or motorcycle:
    - i. 125cc or under, unless you wear a crash helmet and, as a rider, you are fully licensed to use such a vehicle in the UK;
    - ii. over 125cc, unless this is **your** mode of transport from the **UK** and **you** wear a crash helmet and appropriate protective clothing. As a rider **you** must be fully licensed and insured to **use** this vehicle in the **UK**. There is no cover for **trips** taken outside of Europe.
  - b. you driving any motorised vehicle, unless you are fully licensed to drive such a vehicle in the UK;
  - c. you driving or being a passenger in any motorised vehicle unless you have complied with all laws applying to use of that vehicle in the country you are visiting, for example you must wear a seatbelt where this is required by law;
  - d. **your** involvement in paid or unpaid manual work or physical labour of any kind, other than charity and conservation work (see further limitations in the Your Activities section);
  - e. you taking part in an activity which is shown as excluded in the Your Activities section;
  - f. you taking part in exploration or scientific expeditions or being a crew member on a vessel travelling from one country to another;
  - g. **you** climbing on to, on top of, or jumping from any balcony railing, ledge or wall, or climbing or moving across any external part of a building or vehicle not specifically designed for that purpose.
- 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 for:
  - a. management fees, maintenance costs or exchange fees, any travel or accommodation arranged by using air miles, loyalty or points based schemes, timeshares or similar promotions;
  - b. costs where these are recoverable from your travel or accommodation provider;
  - c. costs you have paid on behalf of persons not insured under this policy;
  - d. administration costs charged by **your** travel and/or accommodation provider in respect of obtaining a refund for unused travel and accommodation.
- 10. Any claim because you do not feel like travelling, or you are not enjoying your trip.
- 11. Any claim caused by an event for which the dates had been publicly announced and/or reported by the media at the time **you** added the travel insurance to **your** home policy schedule or booking **your trip** (whichever is sooner), e.g strike, airport closure or flight cancellation.
- 12. You must report any loss or theft to the police as soon as reasonably possible following discovery, and get a written report (where it is not possible to obtain a police report you must provide other independent proof of the loss or theft, such as a letter from your transport company, hotel or resort management).

# General conditions

# These apply to the whole travel insurance policy.

 You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy. Before you book a trip or travel make sure that you have told us about any medical conditions as detailed in the 'Your health' section on page 08

If the information provided by you is not complete and accurate, we may:

- revise the premium and/or amend the medical underwriting decision(s) for any declared medical condition(s) which may result in an accepted condition being excluded; or
- cancel your policy and refuse to pay any claim; or
- not pay any claim in full.

It is therefore very important that you read the 'Your health' section on page 08

- 2. You must take reasonable precautions to protect yourself and your property against any accident, injury, theft, loss or damage.
- 3. If we make a payment before cover is confirmed and **our** claims investigation reveals that no cover exists under the terms of this policy, **you** must pay **us** back any amount **we** have paid, which **you** are not covered for.
- 4. 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 travel insurance policy section. 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.
- 5. You, or any person acting for you, must not negotiate, admit or reject any claim without our permission in writing.
- 6. We may refuse to pay any expenses for which you cannot provide receipts or bills.
- 7. 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.
- 8. If, at the time of an incident which results in a claim under this travel insurance policy section, 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 Accidental death or Permanent disability section or the Medical Inconvenience section.
- 9. 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 travel insurance policy section to anyone else.

10. You cannot transfer your rights under this travel insurance policy section.

A person, partnership (whether limited or not) or company who is not named on the home policy schedule for this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

11. If you make a medical claim you may be asked to supply your UK doctor's 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.

# Cancelling this policy

If **your** Distinct Home policy or the Contents section of **your** home policy is cancelled all cover under the Distinct Travel insurance policy section will end from the same date.

# Your right to cancel

Following the expiry of **your** 14 day statutory cooling off period, **you** continue to have the right to cancel the travel insurance section of **your** policy at any time during its term by contacting **your** insurance adviser at the address shown on **your** policy schedule but no refund of premium will be available.

# Our right to cancel

We (or any agent we appoint and who acts with our specific authority) may cancel the travel insurance section of this policy by sending at least 7 days' written notice to your last known postal and/or email address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the travel insurance section of the policy from the cancellation date shown on the letter
- where we reasonably suspect fraud
- where you fail to co-operate with us or provide us with information or documentation we reasonably require and this affects our ability to process a claim or defend our interests. See the 'Claims' section of the General conditions in this policy booklet
- where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Contract of Insurance and Information and Changes We Need To Know About' section in this policy booklet and the separate 'Important Information' notices supplied.

If we cancel the travel insurance section of the policy, you will not be entitled to a refund of the premium paid in respect of the cancelled cover.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately, backdate the cancellation to the date of the fraud or cancel the policy from the date **you** took it out.

# Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim.

We may also take legal action against you.

For our complaints procedure and Compensation Scheme section, please refer to your Distinct Home policy booklet.

# 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, the 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.

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



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