

Essential

TRAVEL INSURANCE

policy wording document

make sure your medical
conditions are covered

IMPORTANT! Please read this booklet
carefully and take it away with you

IMPORTANT NOTICE

Your attention is drawn to important features of **your** travel insurance policy including:

- **INSURANCE POLICY:** This contains full details of the cover provided plus the conditions and exclusions which apply to it.
You must read the insurance policy carefully.
If you have any questions or concerns regarding the sale or the terms of the policy please contact Makesure Insurance Services customer services team.
- **CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions and exclusions which apply to the whole policy.
- **DATE CHANGE EXCLUSION:** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of **your** policy (refer to General Exclusions item 15) excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **HEALTH:** The policy contains conditions relating to the health of the people travelling and others upon whose well-being the trip may depend. It may be that **you** are required to disclose the condition of such people prior to cover being issued and **you** must be aware that failure to disclose such matters will prejudice **your** position. In certain instances a telephone helpline is available. Please do use this service to ensure **you** are fully protected. Please refer to page 6.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis –not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount the Insurer will pay under that section. Some sections also include inner limits eg: for one item, or for **valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an excess. Where there is an excess, **you** will be responsible for paying the first part of a claim.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint. Please refer to page 25.
- **“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows **you** to return the policy and obtain a full refund if the policy does not meet **your** requirements. Please refer to page 6.
- **SPORTS AND ACTIVITIES:** The policy will not cover **you** when **you** take part in certain sports and activities. Please refer to General Exclusions on pages 23 and 24.
- **GOVERNING LAW:** Your policy is governed by English Law.

The policy applies to all persons named on the Policy Schedule who are eligible to be insured and for whom the premium has been paid. **You must be resident in the United Kingdom.**

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SUMMARY OF COVER (per person, per trip)

| Section of Cover | Cover and Limits | Excess |
|---|-----------------------------------|--------------------------------|
| 1 CANCELLATION | Up to £4,000 | £150 (£15 for Loss of Deposit) |
| 2 CURTAILMENT | Up to £4,000 | £150 |
| 3 MISSED DEPARTURE | Up to £1,000 | Nil |
| 4 TRAVEL DELAY | Up to £100/£4,000 | £150 (Abandonment only) |
| 5 PERSONAL ACCIDENT | Up to £20,000 | Nil |
| 6 MEDICAL EMERGENCY EXPENSES | Up to £10,000,000 | £150 |
| UK Medical Examination | £400 | Nil |
| Cosmetic Surgery | £2,500 | £75 |
| Home Help or Nanny | £300 | Nil |
| Loss of Medication | £300 | £75 |
| Additional Kennel or Cattery Costs | £500 | £75 |
| 7 MEDICAL INCONVENIENCE BENEFIT | Up to £1,000 | Nil |
| 8 UNITED KINGDOM EXPENSES | Up to £1,000 | Nil |
| 9 PERSONAL PROPERTY | Up to £2,000 | £100 |
| Single Article Limit | £200 | £100 |
| Valuables Limit | £200 | £100 |
| Mobility Aids | £2,500 | £100 |
| Delayed Baggage | Up to £150 | Nil |
| Personal Money | Up to £400 (Cash limited to £200) | £100 |
| 10 LOSS OF PASSPORT EXPENSES | Up to £200 | Nil |
| 11 PERSONAL LIABILITY | Up to £2,000,000 | Nil |
| 12 HIJACK | Up to £1,000 | Nil |
| 13 MUGGING BENEFIT | Up to £1,000 | Nil |
| WINTER SPORTS COVER (Optional for Single Trip policies but automatically included for Annual Multi-Trip policies for those persons aged under 71 years at date of travel) | | |
| 14 SKI EQUIPMENT | Up to £500 | £100 |
| Single Article Limit | £200 | £100 |
| Ski Hire | Up to £150 | Nil |
| Delayed Ski Equipment | Up to £100 | Nil |
| 15 SKI PACK | Up to £400 | £100 |
| 16 PISTE CLOSURE | Up to £350 | Nil |
| 17 AVALANCHE CLOSURE | Up to £150 | Nil |
| GOLF COVER (optional) | | |
| 18 LOSS AND HIRE OF GOLF EQUIPMENT | Up to £1,000 | £100 |
| Single Article Limit | £250 | £100 |
| 19 LOSS OF GREEN FEES | Up to £400 | Nil |
| 20 HOLE-IN-ONE | £100 | Nil |
| 21 LEGAL COSTS AND EXPENSES | Up to £25,000 | Nil |
| 22 END SUPPLIER FAILURE | Up to £2,000 | Nil |

MAKING A CLAIM

All claims to be submitted within 60 days of the incident giving rise to the claim. First, check this wording to make sure your claim is valid:

CANCELLATION CLAIMS

The travel agent, tour operator, provider of transport or accommodation must be contacted immediately and you must obtain a cancellation invoice. Tickets and booking forms / receipts will also be required to support your claim. Contact the Claims Service for a claim form by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785. They will advise you of any other additional supporting documentation required (this will be dependent upon the reason for the cancellation).

CURTAILMENT CLAIMS

Call the Emergency Medical Assistance Service on 0330 660 0785 or email on assistance@mstream.co.uk if you are ill or injured. Their authorisation must be obtained before you cut short your trip. All ticket stubs/booking forms/receipts should be retained and submitted to support your claim. Contact the Claims Service for a claim form by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785.

They will advise you of any additional supporting documentation required (this will be dependent upon the reason for the curtailment).

MEDICAL CLAIMS

IN-PATIENT TREATMENT OR OUT-PATIENT TREATMENT EXPECTED TO BE OVER £1,000

If serious injury is incurred in which you are admitted to hospital abroad or require significant out-patient treatment, call our Emergency Medical Assistance Service on 0330 660 0785 or email assistance@mstream.co.uk as soon as possible. You will be given advice on what to do and the assistance you require. All receipts for medical consultations / treatment / medication etc should be retained and submitted to support your claim.

OUT-PATIENT LESS THAN £1,000 in the following countries only: Spain, Greece, Cyprus, Egypt, Turkey, Portugal, Malta and Bulgaria

If you need out-patient medical treatment and the costs are likely to be less than £1000 please provide a copy of your schedule to the doctor and your treatment will be paid by Global Excel Management Europe in line with the policy wording. In such cases, the doctor will ask you to fill in a simple form to confirm the treatment and may request you pay the policy excess. The doctor will then send the medical bill and supporting documentation to Global Excel Management Europe for repayment. Contact for Global Excel Management Europe eu.provider.cc@globalexceleurope.com

OUT-PATIENT LESS THAN £1,000 in all other countries not listed above

Contact the Claims Service for a claim form by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785. They will advise you of any additional supporting documentation required (this will be dependent upon the circumstances and nature of the medical claim). All receipts for medical consultations / treatment / medication etc should be retained and submitted to support your claim.

PERSONAL BAGGAGE CLAIMS

Written proof of the incident must be obtained from the police, the accommodation management, tour operator or carrier within 24 hours of the loss/theft. If the loss occurs during travel, you must obtain a property irregularity report from the carrier. Contact the Claims Service for a claim form by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785. If personal baggage is delayed obtain a written report from the carrier (e.g. airline, shipping company etc.) is required detailing the length and cause of the delay. Retain all the receipts which relate to any emergency replacement items you have purchased. Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on 0330 660 0785.

MONEY CLAIMS

Written proof of the incident must be obtained from the police, the accommodation management, tour operator or carrier within 24 hours of the loss/theft. You may be asked to provide proof of the withdrawal of the money from the bank. Please remember that the loss of money must occur whilst it is carried on your person or whilst it is left in a locked safety deposit box. Contact the Claims Service for a claim form by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785

TRAVEL DISRUPTION

Written confirmation must be obtained from the airline, shipping, coach or train company stating the period of the delay and the reason for the delay. Please remember that cover for travel delay is provided for specific reasons only:

- Strike or industrial action (provided that when this policy was taken out and or the trip was booked, there was no reasonable expectation that the trip would be affected by such cause)
- adverse weather conditions
- the mechanical breakdown or technical fault of the aircraft, coach or sea vessel

MISSED DEPARTURE CLAIMS

Written confirmation must be obtained from the Transport Company, police or roadside assistance service confirming the location, reason and duration of the delay. Contact the Claims Service for a claim form by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785

PERSONAL LIABILITY AND LEGAL EXPENSES

Obtain as much information as possible, including police reports, witness details and any photographs. You must NOT admit liability at any time. The Claims Service must be notified immediately by visiting www.csal.co.uk or by email on claims@mstream.co.uk or by phone on 0330 660 0785

END SUPPLIER FAILURE

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting your Policy Number, Travel Insurance Policy name and reference **IPP ESFI V1-22**:

Telephone: +44 (0)345 266 1872, Email: insolvency-claims@ipplondon.co.uk or Website: www.ipplondon.co.uk/claims.asp

INTRODUCTION

Thank you for taking out travel Insurance with us.

This policy wording, your schedule and any endorsements form a contract of insurance between you (the insured named on the schedule) and us, (Millstream Underwriting Ltd on behalf of AWP P&C SA administered in the United Kingdom by AWP Assistance UK Limited) and explains the definitions, conditions, exclusions and limits of cover we provide. This contract is only valid when you have a valid schedule and have paid the appropriate premium. Cover under Section 22 is provided by International Passenger Protection limited and underwritten by Liberty Mutual Insurance Europe SE.

It is very important that you carefully read the terms, conditions and exclusions of this insurance to ensure that you are properly covered for your planned trip.

Governing Law: Your policy is governed by English Law.

COOLING OFF PERIOD

If your cover does not meet your requirements, please notify us within 14 days of receiving your policy for a refund of your premium. If during this 14 day period you have travelled, made a claim, or intend to make a claim then we are entitled to recover all costs for those services that you have used. Please note that your cancellation rights are no longer valid after this initial 14 day period.

PERIOD OF INSURANCE

For Single Trip policies, the cover under Section 1, Cancellation, commences as soon as the premium has been paid, but for Annual Multi-Trip policies, the cover under Section 1, Cancellation, commences from the start date shown on **your** schedule or at the time **you** book the trip, whichever is the later. The remaining covers apply for the duration of the booked trip (or until earlier return to the **United Kingdom**). It also includes the period of travel from **home** directly to the departure point and back **home** directly after return to the **United Kingdom** (not exceeding 24 hours in each case). If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

HEALTH QUESTIONS

When you took out this policy you were asked the following questions:

Have you or anyone in your party:

1. ever been diagnosed with or treated for any cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure, and cholesterol)?
2. been prescribed medication, or received treatment or attended a **medical practitioner's** surgery in the last 2 years?
3. ever been diagnosed with or treated for any psychological conditions such as stress, anxiety, depression, or **psychiatric condition** such as eating disorders, drug or alcohol abuse or mental instability?
4. attended a hospital or clinic as an out-patient or in-patient in the last two years?
5. been currently put on a waiting list for treatment or investigation?
6. been given a terminal prognosis?

You will have called the Makesure call centre or contacted **your** travel advisor or accessed the Makesure website, if **you** answered yes to any of the above questions, further questions would have been asked for **us** to give **you** a quotation to cover all your medical conditions.

We will cover **you** for those **pre-existing conditions** or disabilities **you** disclosed to **us** and **we** accepted in writing. If **you** have not disclosed all **pre-existing conditions** or disabilities fully and accurately, **we** may not pay **your** claim or may only pay for a proportion of that claim.

You must check **your** policy documents. The **pre-existing conditions** or disabilities for which **you** are covered are set out on the document headed 'Medical Declaration'. If anything is not correct please let **us** know immediately on 0203 873 6718.

Additional policy conditions

- 1) Before **you** travel **you** must tell **us** if **you** develop a medical condition or **your** health changes.
- 2) **You** will not be covered if **you** travel against the advice of a **medical practitioner** or if **you** are not fit to travel. In these circumstances, **we** reserve the right to alter the terms of insurance. If **you** do not accept the revised terms that **we** offer, subject to the terms, conditions and exclusions of the policy, **we** will pay **you** under Section 1 of the policy for loss of holiday deposits or charges, which **you** have necessarily incurred up to the date of such changed circumstances.

This is not a private medical insurance and only provides cover for emergency medical treatment.

Travelling for treatment abroad

This policy will not cover **you** on any **trip** where **you** are travelling to obtain medical treatment or advice abroad or in order to have tests or investigations for any medical condition (whether diagnosed or not), even if **you** have declared the medical condition in question and **we** have agreed to provide cover. This exclusion will also apply to any claims arising even if they are not related to the medical condition in question.

Change in state of health

You must tell **us** if **your** state of health changes at the earliest opportunity but in any case before **you** book or commence **your** journey, i.e. if **you** develop a new medical condition or an existing one changes. Please call the Makesure call-centre 0203 873 6718. **We** have the right to amend, restrict or cancel **your** cover under this policy.

Anyone upon whom the trip may depend

If, at the time of taking out this insurance (or booking the trip if this was later) **your immediate relative, close business associate** or travel companion had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a **terminal prognosis**, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim **you** (or any insured person) make, that has anything to do with the medical condition of that **immediate relative, close business associate** or travel companion.

Travelling when pregnant

Pregnancy is not a medical condition, so **you** are able to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book. Please make sure that **your** Doctor and Midwife are aware of **your** travel plans as this policy will not cover **you** if **you** travel against medical advice. **You** must also refer to the Medical Health Requirements section on page 6 as **you** may need to declare any known complications.

By air

After 28 weeks most airlines will require a letter from **your** Doctor or Midwife confirming **your** estimated date of delivery and stating that there are no complications. **You** may travel, but **your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

By sea

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

By car, coach and train

There are no known restrictions. Please make sure **your** Doctor or Midwife are aware of **your** travel plans and that there are no known complications.

Please note, **your** policy will not cover **you** to travel against the regulations of **your** transport provider.

DEFINITION OF GEOGRAPHICAL LIMITS

SINGLE TRIP

Area 1 – cover applies to trips within the **United Kingdom**, and to trips where Northern Ireland residents depart and return to the Republic of Ireland. Cover does not apply to trips by Channel Island residents to other parts of the **United Kingdom**, and trips by other **United Kingdom** residents to the Channel Islands.

Area 2 – means the Continent of Europe west of the Ural mountains, all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, (but excluding those countries mentioned in Area 3) but covers trips by Channel Islands residents to other parts of the **United Kingdom** and trips by other **United Kingdom** residents to the Channel Islands.

Area 3 – means Area 2 and Spain, the Canaries, Turkey, Cyprus, Malta and Switzerland.

Area 4 – means anywhere in the world other than USA, Canada, the Caribbean, Mexico, Thailand, China, Nepal, Hong Kong, Singapore and Worldwide cruises.

Area 5 – means Area 4 and Thailand, China, Nepal, Hong Kong, Singapore and Worldwide cruises excluding USA, Canada, Mexico and the Caribbean.

Area 6 – means anywhere in the world including USA, Canada, Mexico and the Caribbean.

ANNUAL MULTI-TRIP

Area 7 – covers trips to from, and within the **United Kingdom** and means the Continent of Europe west of the Ural Mountains, all countries bordering the Mediterranean Sea, as well as Madeira and The Azores (also including Spain, the Canaries, Turkey, Cyprus, Malta and Switzerland).

Area 8 – means anywhere in the world excluding USA, Canada, Mexico and the Caribbean.

Area 9 – means anywhere in the world including USA, Canada, Mexico and the Caribbean.

IMPORTANT NOTES

- 1) This policy is only available to persons resident in the **United Kingdom** and registered with a **United Kingdom** doctor.
- 2) For Single Trip policies, the cover under Section 1, Cancellation, commences as soon as the trip has been booked and the premium has been paid. For Annual Multi-Trip policies, the cover under Section 1, Cancellation, commences from the Start Date shown on **your** schedule or at the time **you** book the trip, whichever is the later. **We** cannot, therefore, refund **your** premium after the date of purchase, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements - see "Cooling Off" period on page 6.
- 3) This policy is only valid for trips which commence and end at **your home**.
- 4) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
- 5) Under some sections there is an amount deducted (an excess) per incident, per insured trip, which applies to each insured person involved in an incident, as do the sums insured under each section.
- 6) If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 48 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- 7) Winter sports is only available to persons under the age of 71 years (at the date of travel).

For Single Trip Insurance:

- 8) This policy is not valid for trips exceeding twelve months.
- 9) Winter sports risks are covered only if the required additional premium has been paid.
- 10) Golf cover is only available if the required additional premium has been paid.

For Annual Multi-trip Insurance:

If **you** have chosen an Annual Multi-trip Insurance the Outward and Return Journey must take place during the start and end date shown on the Validation Certificate. The total duration of any one trip is limited to a maximum of 31 days or as otherwise shown on the Validation Certificate and any trip exceeding this duration will not be covered in whole or in part.

- 11) The maximum duration of any one trip is 31 days (Winter Sports limited to 17 days per policy year for those persons aged under 71 years at date of travel).
- 12) Family cover applies to **you** and **your** husband/wife, civil partner, or **common law partner** (whether **you** and they are of the same or different sex) plus up to four unmarried dependent children of either of **you**, under the age of 18 years in full time education. Adults travelling under this policy may travel independently. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy.
- 13) Annual Multi-trip policies are not valid for trips taken within the **United Kingdom** unless pre-booked for a period of three nights or more in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee and an invoice, bill, receipt or voucher can be produced.

RECIPROCAL HEALTH AGREEMENTS

If we agree to a medical expenses claim (Section 6) which has been reduced because **you** have used private health insurance or through a reciprocal health agreement, **you** will not have to pay the excess under that section.

If you are travelling to a country in the EU **you** should obtain a UK Global Health Insurance Card (GHIC).

This may entitle **you** to free or reduced cost healthcare in the EU. To obtain a card visit www.nhs.uk/ghic or call 0300 330 1350 or pick up an application form from a post office.

If you are travelling to Australia and require medical treatment, you must enrol with medicare.

For more details on how to enrol please visit www.servicesaustralia.gov.au/individuals/services/medicare/reciprocal-health-care-agreements

MEDICARE/MEDICAID

For travel to the United States of America, we will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

DEFINITIONS

Wherever the following words and phrases appear in this policy they will always have these meanings: **Appointed adviser** - The solicitor or appropriately qualified person, firm or company, including **us**, who is chosen to act for **you** in **your** claim for compensation.

Close Business Associate – Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Computer System - Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

Curtailed/Curtailed/Curtailment – Return early to **your home** in the **United Kingdom** or the period **you** are a hospital in-patient outside of the **United Kingdom**.

Common Law Partner—The person living with the insured person as husband or wife, including the same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

Epidemic - A contagious disease recognised by the World Health Organization (WHO) or an official government authority in **your home** country or **your** journey destination.

Golf Equipment – Golf clubs, golf bag, golf trolley and golf shoes.

Hazardous sports and activities - participating in any sport or activity which could pose an increased risk or danger to **you**, and may require **you** to take additional precautions to avoid injury or claim.

Hijack – The unlawful seizure or wrongful exercise of control of an aircraft or conveyance which **you** are travelling in as a passenger.

Home – **Your** residential address in the **United Kingdom**.

Immediate Relative – Mother, father, sister, brother, wife, husband, civil partner, **common law partner** (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, step-brother, step-sister, or legal guardian.

Insurer – For Sections 1-21 AWP P&C SA. For Section 22 Liberty Mutual Insurance Europe SE.

Legal action - Work carried out to support a claim that **we** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **you**:

-- to the European Court of Justice, European Court of Human Rights or similar International body; or

-- to enforce a judgement or legally binding decision.

Legal costs - Fees, costs and expenses (including Value Added Tax) which **we** agree to pay for you in connection with **legal action**. Also, any costs which **you** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **we** agree to pay.

Loss of Limb – Physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight – The complete and permanent **loss of sight** in at least one eye.

Medical Practitioner – A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

Mobility Aids – Wheelchair, motorised wheelchair, walking frame, walking stick or crutches.

Money – Cash, postal and **money** orders, travel tickets, lift passes (in respect of Winter Sports trips where the appropriate premium has been paid), passports, petrol coupons and green cards held by you for social, domestic and pleasure purposes.

Mugging – A violent attack on **you** with a view to theft by person(s) not previously known to **you**.

Pandemic - An epidemic that is recognised as being a pandemic by the World Health Organization (WHO) or an official government authority in **your home** country or **your** journey destination.

Permanent Total Disablement – Disablement as a result of which there is no business or occupation which **you** are able to attend to which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

Personal Accident – Accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Baggage – **Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

Pre-existing Medical Condition – A disease, illness or injury for which you have: Received medication, advice or treatment; or Experienced symptoms (whether the condition has been diagnosed or not).

Quarantine - Mandatory confinement, intended to stop the spread of a contagious disease to which **you** or a travelling companion has been exposed.

Psychiatric Condition – A mental or addictive condition, including, but not limited to, anxiety, depression, alcoholism, drug addiction or eating disorders.

Public Transport – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

Redundancy – Any person declared redundant and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

Ski Equipment – Skis, ski boots, ski poles and snowboards.

Ski Pack – Pre-booked lift passes, hired skis and boots and ski school fees.

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.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and the Channel Islands.

Valuables – Watches, furs, jewellery, photographic equipment, video equipment, camcorders, audio equipment, and all photographic/digital/optical/audio/video media, iPods/iPod touch/MP3/4 players or similar and or accessories, ebook readers, telescopes and binoculars.

We/Us/Our – For Sections 1-21 Millstream Underwriting limited on behalf of AWP P&C SA AWP Assistance UK Limited is the administrator in the **United Kingdom**. For Section 22 International Passenger Protection Limited.

You/Your – Each insured person resident in the **United Kingdom** and registered with a **United Kingdom** doctor.

SECTION 1 – CANCELLATION

YOU ARE COVERED

Up to £4,000 for your loss of travel and accommodation expenses which were cancelled before **your** departure from the **United Kingdom** (including ski hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid), which have not been used and which you have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence your trip as arranged) due to:

- 1) the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) **you**, (b) any person you are intending to travel or stay with, (c) an **immediate relative of yours** or of any person you are intending to travel with or (d) a **close business associate of yours**;

Under a, b & c above only, this will include being diagnosed with an **epidemic** or **pandemic** disease, such as COVID-19

- 2) **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require you to attend court) in a Court of Law;
 - 3) **your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending redundancy at the time this policy was issued;
 - 4) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
 - 5) your passport, or the passport of any person you are intending to travel with being stolen during the seven days before your departure date.
- 6) If **you**, or any person with whom you are intending to travel are quarantined before **your** trip by order or other requirement of a government or public authority, based on their suspicion that **you** specifically, have been exposed to a contagious disease (including an **epidemic** or a **pandemic** disease such as COVID-19). This does not include any **quarantine** that applies generally or broadly to some or all of a population or geographical area, or that applies based on where **you** are traveling to, from or through;

YOU ARE NOT COVERED FOR

- 1) the first £150 of each and every incident, per insured trip, per each insured person involved in the incident (£15 for loss of deposit claims only);
- 2) claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
- 3) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
- 4) claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and UK Identity and Passport Service;
- 5) the cost of any visa required in connection with **your** trip;
- 6) claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline);
- 7) claims arising from pregnancy, where, at the point of checking in for or boarding **your** flight, **you** fail to provide the airline with a letter from **your Medical Practitioner** or midwife confirming the estimated date of delivery, that there are no complications and **you** are fit to fly;
- 8) **you** undertaking a trip when travelling by air or sea if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 9) Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
- 10) if **you** decide **you** no longer want to travel;
- 11) anything mentioned in the General Exclusions.

SECTION 2 – CURTAILMENT

Curtailment is only applicable if **you** return to the **United Kingdom** earlier than planned or **you** are hospitalised abroad. This section includes the services of Emergency Medical Assistance Service (details shown on page 5) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

YOU ARE COVERED

Up to £4,000 for:

- 1) The value of the portion of:
 - a) **your** accommodation arrangements which have not been used and which were paid for before your departure from the **United Kingdom**; and
 - b) **your** travel arrangements (apart from those in respect of your return to the **United Kingdom**) which have not been used and which were paid for before your departure from the **United Kingdom**; and
 - c) (in respect of winter sports trips where the appropriate premium has been paid) any unused ski hire, ski school and lift passes, which do not have to have been paid for before **your** departure from the **United Kingdom**

if **you** have to **curtail your** trip and return to **your home** earlier than planned due to:

- a) the death, severe injury or serious illness of:
 - i) **you** or any person **you** are travelling with;
 - ii) an **immediate relative of yours**;
 - iii) a **close business associate of yours**.

Under i & ii above only, this will include being diagnosed with an **epidemic** or **pandemic** disease, such as COVID-19

- b) **your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
- c) **you** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of any person you are travelling with.

The proportionate value of costs will be calculated from the date of return to the **United Kingdom** or the period **you** are hospitalised abroad.

- 2) Additional travelling expenses incurred by **you** for returning to the **United Kingdom** (Economy Class) earlier than planned for a reason stated in clause 1 of this section.

YOU ARE NOT COVERED FOR

- 1) the first £150 of each and every incident per each insured person involved in the **incident**;
- 2) claims where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **us** or the emergency medical assistance service, as detailed on page 5;
- 4) claims where a theft of passport has not been reported to the necessary authorities, and a written report obtained;
- 5) the cost of your original return trip if this has already been paid and **you** need to **curtail your** journey;
- 6) the cost of any visas required in connection with **your** trip;
- 7) **you** undertaking a trip when travelling by air or sea if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
- 9) anything mentioned in the General Exclusions.

NOTE – The emergency medical assistance service only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

SECTION 3 – MISSED DEPARTURE

This section does not apply to trips within the **United Kingdom**. (except for trips between the **United Kingdom** and the Channel Islands).

YOU ARE COVERED

Up to £1,000 for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the vehicle **you** are travelling in breaks down or is involved in an accident or **you** being delayed as a result of a major accident on a motorway, or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**.

YOU ARE NOT COVERED FOR

- 1) if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
- 2) if **you** are not proceeding directly to the departure point;
- 3) unless **you** get a letter from the **public transport** provider confirming that the service did not run on time;
- 4) unless **you** obtain confirmation from the police or motorway authorities (e.g. Highways Agency) to confirm a major accident on a motorway causing delays or closure on the motorway of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued; 6) for additional expenses where the **public transport** operator has offered alternative travel arrangements; 7) for anything mentioned in the General Exclusion.

SECTION 4 – TRAVEL DELAY

This section does not apply to trips within the **United Kingdom** (except for trips between the **United Kingdom** and the Channel Islands)

YOU ARE COVERED

- 1) For a benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours **you** are delayed after that, up to a maximum of £100 (regardless of the number of incidents of delay); or
- 2) Up to the amount under the cancellation section of this policy (less £150 excess) if **you** abandon the trip (on the outward journey only) after the first full 12 hours; if **your** outward or return flights, sea crossing, coach or train departure to or from the **United Kingdom** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:
 - a) strike or industrial action (provided that when this policy was taken out or the trip was booked, whichever is latest, there was no expectation that the trip would be affected by such cause);
 - b) adverse weather conditions if this is the underlying and continuing cause of the delay;
 - c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

YOU ARE NOT COVERED

- 1) for the first £150 of each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the trip);
- 2) if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;
- 3) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
- 5) for costs recoverable if **you** abandon the trip;
- 6) for any costs incurred as a result of **you** missing a connecting flight; 7) for anything mentioned in the General Exclusions.

NOTE – This section only applies for delays at **your** final international departure point to or from the **United Kingdom**.

SECTION 5 – PERSONAL ACCIDENT

YOU ARE COVERED FOR

The following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **your** consequent death or disability:

- 1) Death – £20,000
- 2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement** – £20,000

NOTE – If **you** are aged under 16 or over 70 at the time of the accident the death benefit will be limited to funeral and other expenses up to £2,000 and the **permanent total disablement** benefit will not apply.

YOU ARE NOT COVERED FOR

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) a disease or any physical defect or illness;
- 2) an injury which existed prior to the commencement of the trip;
- 3) any claims under this section not notified to **us** within 12 months of the date of the accident;
- 4) anything mentioned in the General Exclusions.

SECTION 6 – MEDICAL EMERGENCY EXPENSES

(Not private health insurance)

This section applies to trips:

- a) outside the **United Kingdom**;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

Cover does not apply otherwise to trips within the **United Kingdom**.

YOU ARE COVERED

Up to £10,000,000 for costs incurred outside the **United Kingdom**:

- a) for emergency medical and surgical treatment. Claims for emergency dental treatment are for the relief of pain only and shall be limited to £350;
- b) for additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
- c) for the extra cost of returning to **your home**, including returning **you** by air ambulance if this is medically necessary.
- d) in the event of death:
 - a) for conveyance of the body or ashes to the **United Kingdom** (the cost of burial or cremation is not included) or;
 - b) local funeral expenses abroad limited to £3,000;
- e) if **you** are a carer and fall ill and require to be hospitalised as an in-patient, **we** will pay up to £1,000 for a replacement carer to travel to look after the person **you** are caring for, provided this is medically necessary and agreed by the emergency assistance service;
- f) for a medical examination in the **United Kingdom**, up to £400, after having in-patient surgery in a hospital outside the **United Kingdom** during **your** trip;
- g) for necessary cosmetic surgery treatment in the **United Kingdom** up to £2,500, to correct damage to **your** soft facial tissue following an accident during **your** trip;
- h) for the cost of home help services or a registered nanny in the **United Kingdom**, up to £300, if **you** get written advice from a **medical practitioner** that **you** have to go into hospital or stay in bed immediately after being repatriated during **your** trip;
- i) to replace essential prescribed medication up to £300 that is lost, stolen or damaged on **your** trip;
- j) for additional cattery or kennel costs up to £500 **you** have to pay if for medical reasons **you** cannot return to **your home** in the **United Kingdom** as shown on **your** travel tickets.

NOTE – All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured **we** have the right to bring **you** back **home**, if the treating **medical practitioner** and the emergency medical assistance service agree that **you** can safely travel **home**. If the treating **Medical Practitioner** does not agree **you** can safely travel **home** he/she must produce medical evidence. If **you** refuse to return **home**, **we** have the right to stop cover.

Under a) b) c) & d) , cover is included where you are diagnosed with an **epidemic** or **pandemic** disease, such as COVID-19, as well as you being subject to compulsory **quarantine** on the orders of a treating **medical practitioner**.

YOU ARE NOT COVERED

- 1) for the first £150 of each and every incident per each insured person involved in the incident applicable to a), b), c), d) and e) above. The first £75 will apply to g), i) and j) above;
- 2) for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) for any expenses incurred for illness, injury or treatment required as a result of:
 - a) surgery or medical treatment which in the opinion of the attending **medical practitioner** and the emergency medical assistance service can be reasonably delayed until **you** return to the **United Kingdom**;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**;
- 4) for preventative treatment which can be delayed until **you** return to the **United Kingdom**;
- 5) if **you** have not obtained a written certificate of fitness and ability to travel and endure the trip where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your** trip;
- 6) for claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency medical assistance service;
- 7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- 10) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 11) for telephone expenses;
- 12) for costs that arise over 12 months after a claim was first notified;
- 13) for costs where receipts are not produced;
- 14) for any claim under f):
 - a) for an examination which takes place after one month of **your** return to the **United Kingdom**;
 - b) for an examination which will be used against us, any of **our** agents or any insurer who provides the cover under any section of this policy;
- 15) for any claim under f) relating to an accident or illness that did not require surgery;
- 16) for any claim under f), g) and h) which does not relate to the accident that happened during **your** trip;
- 17) for any claim under g):
 - a) if **you** do not obtain a medical certificate from **your medical practitioner**, which says the treatment is necessary;
 - b) where **you** do not receive **your** cosmetic surgery treatment within three months of **your** return to the **United Kingdom**;
- 18) for any claim under h) if **you** needed or employed a home help or a registered nanny before **you** commenced **your** trip;
- 19) the cost of replacing medication **you** were using when **you** began **your** trip that is not lost, stolen or damaged;
- 20) for expenses incurred as a result of a tropical disease where you have not had the recommended inoculations and/or taken the recommended medication;
- 21) if **you** are undertaking a trip when travelling by air or sea if at the start of **your** trip, during your trip or on **your** return date, you are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 22) for anything mentioned in the General Exclusions.

SECTION 7 – MEDICAL INCONVENIENCE BENEFIT

This section applies to trips:

- a) outside the **United Kingdom**;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

Cover does not apply otherwise to trips within the **United Kingdom**. This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient (e.g. taxi fares and telephone calls). It does not provide compensation for loss of holiday enjoyment.

This is in addition to any medical expenses incurred under Section 6 - Medical Emergency Expenses.

YOU ARE COVERED FOR

- i) A benefit of £20 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of £1,000, in addition to any medical expenses incurred under Section 6 of this policy.
- ii) If **you** are a carer, a benefit of £20 for each complete 24 hours that the person **you** care for is in hospital as an in-patient in a registered hospital abroad up to a maximum of £1,000.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge.

YOU ARE NOT COVERED

- 1) if **you** are undertaking a trip, if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) unless the hospital admission is covered under the terms of the Medical Emergency Expenses section.
- 3) for anything mentioned in the General Exclusions.

SECTION 8 – UNITED KINGDOM EXPENSES

This section covers trips within the **United Kingdom**.

YOU ARE COVERED

Up to £1,000 for the following expenses reasonably incurred during **your** trip if **you** become ill or **you** are injured:

- 1) additional accommodation expenses incurred by **you** or one relative or friend remaining with **you**, including the increased cost of **your** return travel **home** and additional travelling expenses incurred by one relative or friend travelling to or with **you**;
- 2) expenses incurred in the event of **your** death for conveyance of the body or ashes to **your home**. (The cost of burial or cremation is not included).

YOU ARE NOT COVERED FOR

- 1) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) anything mentioned in the General Exclusions.

SECTION 9 – PERSONAL PROPERTY

YOU ARE COVERED

1) PERSONAL BAGGAGE

Up to £2,000 for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). Limited to £200 for all **valuables** in total, limited to £200 for single and/or a pair or set of articles.

NOTE – In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

2) MOBILITY AIDS

Up to £2,500 in total for repairing or replacing **mobility aids** and necessary costs to hire other **mobility aids** if **your** own are damaged, stolen or destroyed.

3) DELAYED BAGGAGE

Up to £150 towards the cost of buying replacement necessities if **your** own **personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **we** pay **you** under 3 (Delayed Baggage) will be refunded to **us** if **your personal baggage** proves to be permanently lost.

4) PERSONAL MONEY

Up to £400 (limited to £200 for cash losses) if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

NOTE – If **you** are aged under 16, claims under Personal Money are limited to £100 overall (cash £50).

YOU ARE NOT COVERED

- 1) for the first £100 of each and every incident per each insured person involved in the incident (not applicable to 3, Delayed Baggage);
- 2) if **you** do not exercise care for the safety and supervision of **your** property;
- 3) for loss, destruction, damage or theft of **personal baggage**, **valuables** or **money** left **unattended** in a public place, or a place to which members of the general public have access;
- 4) if, in the event of loss, burglary, or theft of **personal baggage**, **valuables**, or **money**, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 5) if **your personal baggage** and/or **mobility aids** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 6) for loss, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, mobile phones/smart phones and

or accessories, satellite navigation systems (GPS) and/or accessories, Personal Digital Assistants (PDA's) and/or accessories, computers/games consoles (including handheld consoles)/laptops/iPads/computer tablets or similar and/or accessories, televisions, sports gear whilst in use (other than **ski equipment** for winter sports trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products;

- c) due to wear and tear, denting or scratching, moth or vermin;
- d) of **valuables** left as checked-in baggage.
- 7) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
- 8) for **valuables** stolen from an **unattended** vehicle.
- 9) for **personal baggage** and/or **mobility aids** stolen from:
 - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
- 10) for any shortages due to error, omission or depreciation in value;
- 11) for any property more specifically insured or recoverable under any other source;
- 12) if **you** do not get an estimate for repair for all damage claims, if possible **you** should keep the damaged item so that **we** can inspect them. If **we** make a payment or **we** replace an item, the original item will belong to **us**;
- 13) for any loss of jewellery (other than wedding rings) while swimming, or partaking in any Sports and Activities;14) for anything mentioned in the General Exclusions.

SECTION 10 – LOSS OF PASSPORT EXPENSES

YOU ARE COVERED

Up to £200 for additional travel or accommodation expenses **you** incur abroad in obtaining a new passport, if **your** passport is lost or stolen.

YOU ARE NOT COVERED

- 1) if **you** do not exercise care for the safety or supervision of **your** passport;
- 2) if, in the event of loss, burglary or theft of **your** Passport **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 3) for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 4) for anything mentioned in the General Exclusions.

SECTION 11 – PERSONAL LIABILITY

YOU ARE COVERED

Up to a maximum of £2,000,000 for **your** legal expenses and legal liability for damages caused by an accident that happened during the trip, which leads to a claim made against **you** for:

- 1) accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;
- 2) loss of or damage to any property which does not belong to, is not in the charge or control of **you**, or any member of **your** family, household or employee;
- 3) damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

YOU ARE NOT COVERED FOR

- 1) fines imposed by a Court of Law or other relevant bodies;
- 2) anything caused directly or indirectly by:
 - a) liability which **you** are responsible for, because of an agreement that was made;
 - b) injury, loss or damage arising from:
 - i) ownership or use of aircraft, horse-drawn or mechanical/ motorised vehicles (other than wheelchairs, electric wheelchairs and mobility scooters), bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii) the carrying out of any trade or profession;
 - iv) racing of any kind;
 - v) any deliberate act;
 - c) liability covered under any other insurance policy;
- 3) anything mentioned in the General Exclusions.

NOTE – If you are using a mechanical/motorised vehicle (except wheelchairs, electric wheelchairs and mobility scooters), make sure that you are adequately insured for third party cover, as you are not covered under this insurance.

SECTION 12 – HIJACK

YOU ARE COVERED

A benefit of £50 per full 24 hours up to a maximum of £1,000 for the duration of the **hijack**.

YOU ARE NOT COVERED

- 1) for business travel;
- 2) if **you** or **your** family or **your** business connections have engaged in activities that could be expected to increase the risk of **hijack**;
- 3) for anything mentioned in the General Exclusions.

SECTION 13 – MUGGING BENEFIT

YOU ARE COVERED FOR

A benefit of £50 per 24 hours up to a maximum of £1,000, in addition to any medical expenses incurred under Section 6 of this policy if **you** are mugged and, as a result of **your** injuries received from the **mugging**, are admitted as an in-patient to a registered hospital abroad.

YOU ARE NOT COVERED

- 1) if **you** do not obtain a police report of the **mugging** and confirmation of **your** injuries and period of in-patient treatment from the hospital;
- 2) for anything mentioned in the General Exclusions.

SECTION 14 – SKI EQUIPMENT

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel.

YOU ARE COVERED

1) SKI EQUIPMENT

Up to £500 for the value or repair of **your** own **ski equipment** (after making allowances for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your** trip, limited to £200 for any one item.

2) SKI HIRE

For £10 per day up to a maximum of £150 in all for the cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your** own **ski equipment** during the period of insurance.

3) DELAYED SKI EQUIPMENT

Up to £100 towards the cost of hiring replacement **ski equipment** necessities, if **your** own **ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

YOU ARE NOT COVERED

- 1) for the first £100 of each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);
- 2) if **you** do not exercise care for the safety and supervision of **your** own or **your** hired **ski equipment**;
- 3) if, in the event of loss, burglary, or theft of **your** own or your hired **ski equipment**, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) if **your** own or **your** hired **ski equipment** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your** own or **your** hired **ski equipment** stolen from:

- a) an **unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
 - b) an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
- 7) for anything mentioned in the General Exclusions.

SECTION 15 – SKI PACK

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel.

YOU ARE COVERED

Up to £100 per week up to a maximum of £400 in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

YOU ARE NOT COVERED

- 1) for the first £100 of each and every incident per each insured person involved in the incident;
- 2) for claims where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities; 3) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses; 4) for anything mentioned under the General Exclusions.

SECTION 16 – PISTE CLOSURE

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel. Cover is only available under this section between 1st December to 30th April in the Northern Hemisphere, and between 1st April and 31st October in the Southern Hemisphere.

If there is a lack of snow in **your** resort and it closes, which prevents **you** from skiing.

YOU ARE COVERED

- 1) for a benefit of £35 per day towards the costs **you** have to pay to travel to another resort, up to a maximum of £350; or
- 2) for a benefit of £35 for each full day **you** are unable to ski up to a maximum of £350, if **your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **your** trip.

YOU ARE NOT COVERED

- 1) for claims where **you** have not obtained confirmation of resort closure from the local representative;
- 2) for claims where not all skiing facilities are totally closed;
- 3) for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 4) for anything mentioned in the General Exclusions.

SECTION 17 – AVALANCHE CLOSURE

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel.

YOU ARE COVERED

Up to £150 for additional travel and accommodation expenses necessarily incurred to reach **your** booked destination if, as a direct result of an avalanche, **your** transfer from or to **your** pre-booked resort is delayed.

YOU ARE NOT COVERED

- 1) for anything mentioned under **YOU ARE NOT COVERED** of Section 3 – Missed Departure;
- 2) for anything mentioned in the General Exclusions.

SECTION 18 – LOSS AND HIRE OF GOLF EQUIPMENT

This section of cover is only applicable if the appropriate Golf premium has been paid.

YOU ARE COVERED

1) LOSS OF GOLF EQUIPMENT

Up to £1,000 for the value of **your** own **golf equipment** (after making allowances for wear and tear and depreciation) or hired **golf equipment** if they are lost, stolen or damaged (the value of repair will apply) during **your** trip, limited to £250 for any one item.

2) HIRE OF GOLF EQUIPMENT

Up to £75 per day up to a maximum of £375 for the cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **your** own **golf equipment** during the period of insurance.

YOU ARE NOT COVERED

- 1) for the first £100 of each and every incident per each insured person involved in the incident;
- 2) for not exercising care for the safety and supervision of **your** own or **your** hired **golf equipment**;
- 3) if, in the event of loss, burglary, or theft of **your** own or **your** hired **golf equipment**, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) for **your** own or **your** hired **golf equipment** if it is lost, damaged or delayed in transit if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written Carriers Report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your** own or **your** hired **golf equipment** stolen from:
 - a) an **unattended** vehicle unless it was in the locked glove compartment rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 7) anything mentioned in the General Exclusions.

SECTION 19 – LOSS OF GREEN FEES

This section of cover is only applicable if the appropriate Golf premium has been paid.

YOU ARE COVERED

Up to £80 per day up to a maximum of £400 in total for the unused portion of **your** green fees costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused green fees.

YOU ARE NOT COVERED

- 1) for claims where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 3) anything mentioned in the General Exclusions.

SECTION 20 – HOLE IN ONE

This section of cover is only applicable if the appropriate Golf premium has been paid.

YOU ARE COVERED

For a benefit of £100 if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

NOTE – this benefit of £100 will only be payable once in any game.

YOU ARE NOT COVERED

- 1) if **you** do not produce written confirmation from the secretary of the club stating that the hole in one has been performed to the satisfaction of the club together with the original score card fully completed and duly signed;
- 2) for anything mentioned in the General Exclusions.

SECTION 21: LEGAL EXPENSES

YOU ARE COVERED

If **you** die, are ill or injured during **your** trip and **you** or **your** personal representative take **legal action** to claim damages or compensation for negligence against a third party **we** will do the following:

Nominate an **appointed adviser** to act for **you**. If **you** and **we** cannot agree on an appointed adviser, the matter can be referred to an Alternative Resolution Facility.

For each event giving rise to a claim pay up to the amount shown on **your** schedule for **legal costs for legal action for you** (but no more than £25,000 in total for all persons insured on the policy).

Conditions

1. **you** must conduct **your** claim in the way requested by the **appointed adviser**;
2. **you** must keep **us** and the **appointed adviser** fully aware of all the facts and correspondence including any claim settlement offers made to you;
3. **we** will not be bound by any promises or undertakings which **you** give to the appointed adviser, or which **you** give to any person about payment of fees or expenses, without our consent;
4. **we** can withdraw cover after **we** have agreed to the claim, if **we** think a reasonable settlement is unlikely or that the cost of **legal action could be more than settlement**.

YOU ARE NOT COVERED

1. For any claim:
 - reported to **us** more than 60 days after the event giving rise to the claim;
 - where **we** think a reasonable settlement is unlikely or where the cost of **legal action** could be more than the settlement;
 - involving **legal action** between members of the same household, an **immediate relative**, a travelling companion or one of **your** employees;
 - where another **insurer** or service provider has refused **your** claim or where there is a shortfall in the cover they provide;
 - against a travel agent, tour operator or carrier, **us**, the **insurer**, another person insured by this policy or **our** agent.
2. For legal costs:
 - for legal action that we have not agreed to;
 - if **you** refuse reasonable settlement of your claim. You should use Alternative Resolution Facilities such as mediation in this situation;
 - if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have paid must be repaid to **us** and all **legal costs** will become your responsibility;
 - that cannot be recovered by **us**, **you** or **your appointed adviser**, when **you** receive compensation. Any repayment will not be more than half of the compensation you receive;
 - awarded as a personal penalty against you or the appointed adviser (for example not complying with Court rules and protocols);
 - for bringing **legal action** in more than one country for the same event;
 - the funding of any appeal costs or actions to enforce a judgement or legally binding decision;
3. anything mentioned in the General Exclusions.

SECTION 22: END SUPPLIER FAILURE INSURANCE

The **Insurer** will pay up to £2,000 in total for each **Insured Person** named on the Invoice for:

- 1) Irrecoverable sums paid prior to Financial Failure of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure or
- 2) In the event of Financial Failure after departure:
 - a) additional pro rata costs incurred by the Insured Person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements
or
 - b) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man, Gibraltar or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

Financial Failure means the End Supplier becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier means the company that owns and operates the services listed in point 1 above.

The Insurer will not pay for:

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man, Gibraltar or Northern Ireland prior to departure
2. Any End Supplier which is, or which any prospect of Financial Failure is known by the Insured or widely known publicly at the date of the Insured's application under this policy
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond or is capable of recovery from under Section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means
4. The Financial Failure of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach your pre-booked hotel following the financial failure of an airline.

Data Protection

We will deal with any information you provide to us in compliance with the provisions of relevant Data Protection legislation. For the purposes of providing this insurance and the handling of any claims or complaints, we may need to transfer certain information which you have provided to other parties.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Non-Assignment

No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the **Insurer's** written consent is null and void.

GENERAL EXCLUSIONS**YOU ARE NOT COVERED FOR**

- 1) Any claim under any section of this policy in respect of travel to a destination which the Foreign Commonwealth & Development Office has advised against all or all but essential travel. Travel advice can be obtained from the Foreign Commonwealth & Development Office: Telephone: +44 (0)20 7008 1500 www.gov.uk/fcdo

Anything directly or indirectly caused by:

- 2) **your** suicide or attempted suicide, deliberately injuring yourself, being under the influence of alcohol or drugs (unless prescribed by a **medical practitioner**), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless you are trying to save someone's life);
- 3) professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth of more than 30 metres or diving without a qualified diving instructor;
- 4) participating in **hazardous sports and activities**;
- 5) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 6) air travel within 24 hours of scuba diving;
- 7) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 8) any other loss connected to the event you are claiming for unless we specifically provide cover under this policy;
- 9) a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
b) any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
 - i) this exclusion will not apply to Section 5 –Personal Accident, Section 6 –Medical Emergency Expenses or Section 7– Medical Inconvenience Benefit, provided that the Insured Person suffering **Personal Accident** injury or illness has not participated in or conspired in such activities,
 - ii) provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.
- c) any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for

political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

d) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;

You are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.

- 10) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
- 11) **you** riding a motorcycle:
 - a) without an appropriate licence or you are not wearing a helmet;
 - b) with an engine capacity in excess of 125cc.
- 12) **you** driving a motor vehicle without an appropriate licence or when not insured under a motor insurance policy.
- 13) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
- 14) manual work (except for working in a bar, nursing or fruit-picking which does not involve the use of heavy machinery);
- 15) taking part in dangerous expeditions or the crewing of a vessel outside European waters;
- 16) any payment which you would normally have made during your travels, if nothing had gone wrong;
- 17) off-piste skiing except whilst under the supervision of a qualified guide/instructor;
- 18) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;
- 19) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
- 20) you not following any suggestions or recommendations made by any government or other official authority during the period of insurance;
- 21) any claim which arises directly or indirectly from you not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever;
- 22) any circumstances which you knew about before you purchased this insurance or at the time of booking **your trip** (whichever is the later) which could result in a claim;
- 23) Cyber Risks for any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:
 - a) Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any **Computer System**;
 - b) Any error or omission involving access to, or the processing, use, or operation of any **Computer System**;
 - c) Any partial or total unavailability or failure to access, process, use, or operate any **Computer System**; or
 - d) Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.
- 24) any trip that is undertaken for the purpose of
 - obtaining medical treatment (whatever the nature of this treatment).
 - against the advice of a medically qualified doctor.
 - after being given a terminal prognosis.
- 25) **You** drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of **your** faculties and/or judgement resulting in a claim. **We** do not expect to avoid drinking alcohol on **your** trip but **we** will not cover any claims arising because **you** have drunk so much alcohol that **your** judgement is seriously affected and **you** need to make a claim as a result.
- 26) **You** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
- 27) pregnancy 12 weeks before and 12 weeks after the estimated date of delivery.
- 28) any claim arising from sexually transmitted diseases.
- 29) any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused.
- 30) any **epidemic** or **pandemic** except as expressly covered under Section 1 – Cancellation, Section 2 – Curtailment, and Section 6 – Emergency Medical Expenses.
- 31) **We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

GENERAL CONDITIONS

1. No payment will be made under Sections 1, 2, 5, 6, 7, 8, 13, 15 or 19 without appropriate medical certification.
2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death we are entitled to a post mortem examination both at **our** expense.

4. **You** must take all steps to recover any lost or stolen article.
5. If a claim made by you or anyone acting on your behalf is fraudulent or exaggerated, whether ultimately material or not, or any false declaration or statement is made or a fraudulent device is used in support of a claim your claim will be rejected and your cover will be cancelled with effect from the date of such fraudulent or exaggerated claim or the date of such false declaration or statement or use of such fraudulent device in support of a claim. Any amounts already paid by us in respect of any fraudulent or exaggerated claim must be repaid to us. We may in these circumstances report the matter to the Police.
6. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
7. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
8. **We** may at any time pay to **you our** full liability under the policy after which no further payments will be made in any respect.
9. At the time of purchasing this insurance **you** will have been asked questions to enable **us** to assess **your** risk, failure to answer accurately and honestly could lead to **your** policy being invalid and all claims will be forfeited. These may include but are not limited to questions about **your** state of health or that of an **immediate relative** or any planned sports or activities.
If the answers given change after the policy was purchased **you** must notify **us** of this change.
10. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
11. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
12. **You** must assist **us** to obtain or pursue a recovery or contribution from any third party or other insurers (including the Department of Works and Pensions) by providing all details required and by completing any necessary forms.
13. Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

HOW TO MAKE A COMPLAINT

For Sections 1-21

We aim to provide a first class level of service at all times. If, for any reason, **you** feel that **our** service is not of the standard you would expect, please tell **us**. You should address any enquiries or complaints, in writing to:-

Millstream Underwriting Limited
52-56 Leadenhall Street, London, EC3A 2EB

Or email mail@mstream.co.uk

(quoting the policy number on **your** schedule)

For Section 22

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number

If **you** are still dissatisfied, at this stage **you** may contact:

The Financial Ombudsman Service
Exchange Tower,
London , E14 9SR

Please note that the Financial Ombudsman Service will not consider **your** complaint until **you** have received a final decision from us.

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint find out more at www.financial-ombudsman.org.uk

Your Personal Data Privacy Notice

In this notice “**we**”, “**us**” and “**our**” means Millstream Underwriting Limited. We are the data controller in respect of any personal data we collect, hold and use about you.

We collect your personal data directly from you, but we may also collect it from brokers and other intermediaries who provide information to us for the purpose of providing your policy of insurance.

We will mainly use your data for the purpose of providing and administering this policy of insurance and claims you make under it. If you decline to provide your data when requested, or you give us false or inaccurate data, we may be unable to process your enquiry, and this could give us the right to void coverage or could impact your ability to claim under your policy.

In some circumstances, we may need to collect and use particularly sensitive data, such as data about your health or ethnicity. Where this is required, we will usually seek your consent to use that data. You can withhold or withdraw your consent at any time by contacting us, but if you do, we may be unable to process your enquiry or claim or continue to provide coverage.

We will exchange data about you with other parties in order to provide our services and administer this policy and any claims.

This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the UK and the European Economic Area (“EEA”) to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws. We will not use your data or pass it to any other party for marketing products or services to you unless you have given your consent.

Our full privacy notice explains how we use your data in more detail. Our privacy notice also explains the rights you have in respect of your data, including the right to request a copy of the personal data we hold about you. A copy of our full privacy notice is available on our website at <http://www.millstreamonline.com/pages/privacy> or can be provided on request by contacting us at: Managing Director, Millstream Underwriting Limited, 52-56 Leadenhall Street, London, EC3A 2EB, or by emailing us at admin@mstream.co.uk

If you are not satisfied with the way we have managed your personal data, you may complain to the Information Commissioners Office (ICO) at www.ico.org.uk/concerns.

Details about our regulator

Sections 1-21 of this policy is underwritten by Millstream Underwriting Limited on behalf of AWP P&C SA. AWP Assistance UK Limited is the appointed administrator in the **United Kingdom**.

Millstream Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA Firm reference number: 308584). Millstream Underwriting Limited. Registered in England and Wales No 3896220. Registered office: 52-56 Leadenhall Street, London, EC3A 2EB.

AWP Assistance UK Limited Registered in England. Registration No. 1710361. Registered office: AWP Assistance UK Ltd, PO Box 74005, 60 Gracechurch Street. London, EC3P 3DS

AWP P&C SA is authorised and regulated by L’Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the FCA’s website.

Millstream Underwriting Limited and AWP Assistance UK Limited will act as an agent for AWP P&C SA with respect to the receipt of customer money and for the purpose of settling claims and handling premium refunds.

Section 22 is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE (**The Insurer**). The Insurer is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

Financial services compensation scheme

In the event that the insurer is unable to pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

NOTES