# 9 battleface

# INDIVIDUAL ANNUAL MULTI-TRIP TRAVEL AND MEDICAL EXPENSES POLICY

Coverholder at



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# **USEFUL NUMBERS**

#### FOR EMERGENCY MEDICAL ASSISTANCE

Call Robin Assist on +44 (20) 8089 5338

#### **TO MAKE A CLAIM**

Call Robin Assist on +44 (20) 8089 5338

IF YOU WISH TO MAKE A COMPLAINT REGARDING YOUR POLICY, SERVICE OR THE SETTLEMENT OF A CLAIM PLEASE REFER TO PAGE 34 FOR DETAILS.

# INTRODUCTION TO YOUR POLICY

Please read this document and Your Policy Certificate very carefully to ensure You understand the extent of the cover, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements.

This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in an emergency. The policy contains different levels of cover, some of which do not apply unless You have paid the appropriate additional premium. Conditions and exclusions will apply to individual sections of Your policy while general exclusions, conditions and notes will apply to the whole of Your policy.

We will provide the services and benefits described in this policy:

- a. during the Period of Insurance;
- b. within the Geographical Area of cover purchased;
- c. subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy;
- d. following payment of the appropriate premium for the level of cover selected.

Please keep this document in a safe place and take it with You when You travel in case You need assistance or need to make a claim.

Benefits under this policy are underwritten by certain underwriters at Lloyd's and administered on their behalf by battleface Insurance Services Limited, Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK. battleface Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FRN 774757) in the UK.

# **MEDICAL HEALTH**

If anyone has an undiagnosed Medical Condition (for example, if waiting for tests, investigations or treatment), or has been given a terminal prognosis, this policy will not cover any related claim against Section A - Cancellation or Curtailment and Section B - Emergency Medical and Additional Expenses.

If You have a change in health after You have taken out this insurance but before Your trip starts, cover under Sections A - Cancellation or Curtailment, Section B - Emergency Medical and Additional Expenses, or Section D - Personal Accident of the policy will only continue to be provided where the change in health has been declared to and accepted by Us. You should notify Us as soon as You are aware of a change in health, failure to do so could result in a claim being declined.

This insurance policy is designed to cover You for unforeseen illnesses and accidents occurring during the Period of Insurance.

Please refer to the 'Cancellation or Curtailment Cover for Non-Insured Persons' section for terms that apply for non-travelling Close Relatives, a travelling companion not insured by this policy and people that You intend to stay with.

Pregnancy and childbirth: cover under this policy is provided for unforeseen events. In particular, cover is provided under Section B - Emergency Medical and Additional Expenses, for unforeseen bodily injury or illness. Pregnancy and/or childbirth is not considered to be either an illness or injury. For the avoidance of doubt, please note that cover is ONLY given under Sections A, B and C of this policy for claims arising from Complications of Pregnancy and Childbirth. Please make sure You read the definition of Complications of Pregnancy and Childbirth in the Meaning of Words (pages 11 - 14).

# CANCELLATION OR CURTAILMENT COVER FOR NON-INSURED PERSONS

A Close Relative who is not travelling with You, a travelling companion not insured by this policy, or the person You are intending to stay with, may have a serious accident, illness or have a Pre-existing Medical Condition which deteriorates during Your Trip. In some cases, if their state of health deteriorates greatly as a result of the accident, illness or Pre-existing Medical Condition, You may want to cancel or curtail Your Trip.

Subject to all the other terms and conditions, claims are covered if the person's Medical

Practitioner can confirm in writing that at the time You bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition manifesting or deteriorating to a degree that this would become necessary. If the Medical Practitioner will not confirm this Your claim is not covered.

# **EMERGENCY ASSISTANCE 24 HOURS A DAY**

If a medical incident occurs, You must contact our medical assistance team at Robin Assist on the number below.

Please ensure that you contact us as soon as possible, but in any event within 48 hours of any serious accident or illness abroad requiring in-patient hospitalisation, extended treatment or alteration to travel arrangements.

Please contact Us on::+44 (20) 8089 5338 or help@robinassist.com

Give Your name, insurance details, reference number and as much information as possible. Please provide a telephone, fax number or email address where Robin Assist can contact You or leave messages at any time of the day or night.

This is NOT a private medical insurance. If You need any emergency medical treatment or emergency travel assistance whilst abroad, You must contact the 24 hour Emergency Assistance Company. Not contacting them, or not following their instructions, could affect Your claim. Full details are shown in the 'Useful Numbers' Section on page 3.

# IMPORTANT INFORMATION

We would like to draw Your attention to important information about Your policy including:

- **Eligibility:** You must be aged 75 years or under on the date this insurance policy commences. Once You reach age 71, when the policy is due for renewal, Geographical Areas will change to Europe only with maximum trip duration of 31 days.
- Changes to Your Policy: You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes by calling Us on +44 (20) 8089 5338. If You do not tell Us Your policy may be cancelled and any claim You make may not be paid.
- Conditions and Exclusions: There are conditions and exclusions which apply to each individual section of Your policy and there are general conditions and exclusions which apply to the whole of Your policy. See pages 28 to 32.
- Certain Pandemics: Please see General Exclusion on page 31.
- **Cruises, Sailing and Yachting:** This policy does not cover Ocean or Sea Cruising, Sailing or Yachting, it does cover cruising, sailing or yachting less than 12 miles (20 kilometres) from a coastline.
- **COVID-19:** This insurance is extended to cover the following for an Insured Person aged 65 years or under for:

## SECTION A - CANCELLATION OR CURTAILMENT:

- Cancellation as a result of an Insured Person being diagnosed with COVID-19, within 14 days of
  departure and the Insured Person is unable to travel. This must be evidenced with an approved PCR
  test confirming the diagnosis and date the test was taken, any tests done outside the 14 day window
  prior to departure will not be accepted as a valid diagnosis.
- Cancellation as a result of an immediate Close Relative that the Insured person was due to stay with
  having to self-isolate due to the Close Relative being diagnosed with COVID-19, within 14 days of
  departure. This must be evidenced with an approved PCR test confirming the diagnosis and date the
  test was taken, any tests done outside the 14 day window prior to departure will not be accepted as a
  valid diagnosis.
- Curtailment of a Trip if a Close Relative has passed away due to COVID-19 whilst an Insured Person
  is on a Trip. This is subject to the Close Relative not being diagnosed with or suffering symptoms of
  COVID-19 prior to the Insured Person's Trip commencing.
- Additional accommodation and/or transport costs due to the Insured Person being quarantined whilst
  on a Trip as a result of the Insured Person being diagnosed with COVID-19. This must be evidenced
  with an approved PCR test confirming the diagnosis and date the test was taken and the requirement
  by local authorities that the Insured Person must be quarantined. Additional accommodation costs are
  limited to EUR 100 per day up to 14 days maximum. Additional transportation costs are limited to the
  rearrangement of original transportation only with a maximum sum insured of EUR 250.
- Additional accommodation and/or transport costs due to the Insured Person being denied boarding
  a pre-booked aircraft, ferry or any other pre-booked transportation required to complete the Insured
  Person's journey home as a result of the Insured Person showing symptoms of and subsequently
  being diagnosed with COVID-19. This must be evidenced with an approved PCR test confirming the
  diagnosis and date the test was taken. If the denial of boarding does not result in a positive COVID-19
  PCR test then no claim will be paid. Additional accommodation costs are limited to EUR 100 per day
  up to 14 days maximum. Additional transportation costs are limited to the rearrangement of original
  transportation only with a maximum sum insured of EUR 250.

# SECTION B - EMERGENCY MEDICAL AND ADDITIONAL EXPENSES:

Medical expenses necessarily incurred by an Insured Person for the treatment of COVID-19.
 Subject to all other terms and conditions of this policy.

For the purposes of this extension COVID-19 is defined as:

- a. Coronavirus disease (COVID-19);
- b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- Personal Possessions: This policy provides cover for loss, damage or theft of Your Baggage. There are some important limitations to cover that will apply to single articles, Valuables and also items lost or stolen from a beach/pool-side or where satisfactory proof of ownership cannot be provided. If You are planning to take expensive items including (but not limited to) cameras, e-readers, games consoles, laptops, mobile/smart phones, tablets, jewellery, watches or other Valuables with You then You should check that You have adequate personal possessions cover under a home contents or other insurance policy. Baggage claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis
- **Winter Sports:** Winter sports cover only applies if stated in Your Policy Certificate as included, winter sports optional cover will apply to sections A to H of your policy.

If winter sports are stated in the Policy Certificate as being included, this insurance does not apply whilst You are skiing off piste unless with a qualified instructor or guide There is strictly no cover under the terms and conditions of this policy when engaging in freestyle skiing, ski-jumping, ski flying, ski/snowboard-acrobatics, ski/snowboard stunting, extreme skiing/snowboarding, skeleton and luge or any variations.

- Activities and Sports: Activities and Sports cover only applies for the 'Activities and Sports
  Automatically Included' on Pages 44 and 45 of this policy unless You have paid the appropriate
  additional premium to include additional Activities and Sports under Categories 1, 2 or 3 on pages 46,
  47 or 48 in this policy and are shown in Your policy Schedule. Cover will apply to sections A to H of your
  policy.
- **Third Party Liability:** If You use any form of mechanically propelled vehicle (e.g. car, motorcycle, moped or scooter, snowmobile, skidoo etc.), sail or powered boat, or an airborne or waterborne craft, no liability cover will apply under this policy and You must ensure that You have cover for third party injury or property damage in place.

# **GENERAL TRAVEL ADVICE**

# MEDICAL COVER AND THE EUROPEAN HEALTH INSURANCE CARD / GLOBAL HEALTH INSURANCE CARD

Prior to 01 January 2021, people whose permanent address was in the United Kingdom were entitled to a European Health Insurance Card (EHIC) issued in the United Kingdom.

The EHIC could be used to cover some medical treatment needed within the European Economic Area (EEA) as a result of an Injury or Illness.

Please note any valid EHIC will be honoured up until its expiry date if it falls after 01January 2021 but no longer covers Norway, Iceland or Liechtenstein.

From 01January 2021, people whose permanent address is in the United Kingdom are now entitled to access the Global Health insurance Card (GHIC). Please note the GHIC also excludes Norway, Iceland and Liechtenstein.

Although the GHIC may not cover all medical costs, Underwriters strongly recommend that each Insured Person gets a GHIC card and takes it with them whenever they are travelling in the EEA.

An Insured Person can get more details from the GHIC Information Service website at www.gov.uk/global-health-insurance-card.

## FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE

Before an Insured Person sets off on any foreign travel, they should review the FCDO website at www.gov. uk/foreign-travel-advice. The site is packed with essential travel advice and tips, plus up-to-date information about the country being travelled to. Any Insured Person can subscribe to email alerts. The FCDO can also be contacted on 0845 850 2829.

## **WORLD HEALTH ORGANIZATION (WHO)**

Along with the FCDO, the WHO website can be a useful tool for any Insured Person to check before they travel for further in depth information about the country being travelled to. The website is **www.who.int/countries/en/** 

# SCHEDULE OF BENEFITS

This table shows the Limits of Cover available under each section of the policy. It should be read in conjunction with Your Policy Certificate which will confirm what level of cover You have taken along with details of any cover options You have selected. All limits and excesses are per person.

Section	Benefit	Sum Insured	Excess
А	Cancellation, Curtailment and Missed Connection	EUR 2,000	
В	Medical and Emergency Expenses	EUR 10,000,000	EUR 100
С	Hospital Benefit	EUR 25 per day, maximum EUR 100	
D	Personal Accident	EUR 50,000	
Е	Baggage	EUR 2,000	EUR 100
F	Personal Money and Passport	EUR 500	EUR 100
G	Personal Liability	EUR 2,000,000	EUR 250
Н	Legal Expenses	EUR 25,000	EUR 250
I	Travel Delay	EUR 500	
J	Hijack	EUR 100 per day, maximum EUR 5,000	
К	Pet Fees	EUR 25 per day, maximum EUR 150	

### **Please Note:**

Please note that the sum insured is the most You can claim under the section but other limits may apply. All cover limits and Excesses shown are per person unless otherwise indicated.

## Section E - Baggage

- a. Claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis;
- b. The maximum We will pay per Insured Person for all Baggage or Valuables lost, damaged or stolen from a beach or pool-side is EUR 100;
- c. An original receipt, valuation report or other satisfactory proof of ownership and value is required to support the claim. Evidence of replacement value is not sufficient.

If You cannot provide this the maximum payment will be limited to:

- a. EUR 50 for any one article, or for any one Pair or Set of articles;
- b. EUR 250 for all articles lost, damaged or stolen in any one incident.

# **SCHEDULE OF BENEFITS – OPTIONAL COVER**

Optional Cover\* – subject to payment of additional premium. If You have paid for this cover option, it will be shown on Your Policy Certificate. All limits and excesses are per person.

# WINTER SPORTS

Section	Benefit	Sum Insured	Excess**
E	Ski Equipment (EUR 500 per single article, set or pair, limited to EUR 300 for hired ski equipment)	EUR 750	EUR 50 per person (EUR 100 per family)
В	Loss of Ski pack	EUR 250	EUR 50 per person (EUR 100 per family)
А	Piste Closure	EUR 30 per 24 hours, maximum EUR 300	EUR 50 per person (EUR 100 per family)
A	Avalanche / Weather Delay	EUR 500	EUR 50 per person (EUR 100 per family)

# **ADDITIONAL SUMS INSURED**

Section	Benefit	Sum Insured Up to	Excess**
А	Cancellation	EUR 5,000	EUR 100
E	Baggage	EUR 5,000	EUR 100

<sup>\*</sup> Optional sections of cover – only valid when shown on Your Policy Certificate and the additional premium has been paid.

#### Please note:

Additional Sums Insured may be subject to justification of the increase in Sum Insured.

<sup>\*\*</sup> Please refer to Meaning of Words - Excess/Excesses.

# **MEANING OF WORDS**

Wherever the following words and phrases appear in this policy they will always have these meanings:

**Accidental Bodily Injury:** A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in the death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an Insured Person.

Baggage: Items usually carried or worn by travellers for their individual use during a Trip:

- a. Items hired to You, and all items loaned or entrusted to You are excluded other than Ski Equipment rented by You provided that the winter sports optional cover has been selected, the relevant premium paid and it is mentioned as covered in Your Policy Certificate.
- b. This travel insurance is not intended to cover expensive items for which You should take out full 'Personal Possessions' insurance under Your home contents policy.
- c. Wheelchairs and mobility aids are classed as Baggage and are covered according to the limits of cover on page 9.

**Carrier:** A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

**Change in Health:** A change in Your state of health that occurs after the policy has been purchased. A change to Your state of health includes:

- a. any new disease, illness or injury that requires medication, advice, treatment; or
- b. a Pre-existing Medical Condition where there is a change to medication, advice or treatment; or
- c. You undergoing tests or treatment or being placed on a waiting list for out/day/in-patient treatment, investigations or surgery.

**Close Relative:** Spouse or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children), sibling (including step-siblings and sister/brother-in-law) or fiancé(e) of an Insured Person.

**Common Law Partner:** The person living with the Insured Person in a domestic relationship, for at least six consecutive months at the commencement of the Period of Insurance.

Complications of Pregnancy and Childbirth: For the purposes of this Policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following: toxaemia, gestational hypertension, preeclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency caesarean section/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Computer System:** Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**Curtailment:** Abandoning or cutting short Your Trip by direct early return to Your Home Country. Please note: claims will be calculated from the day You returned to Your Home Country and based on the number of complete days of Your Trip You have not used, or by attending a hospital outside Your Home Country as an in-patient (and as part of a valid claim under Section B - Emergency Medical and Additional Expenses) for a period in excess of 48 hours. Claims will be calculated from the day the ill/injured person was admitted to hospital and based on the number of complete days for which You were hospitalised. Cover only applies to ill/injured persons.

**Cyber Act:** An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident:** Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Excess/Excesses:** The amount You have to pay towards making a claim. The amount of the Excess should be agreed when You take out Your policy.

**Family Member:** Your partner/Spouse, Your children, step children, mother, father, step mother, step father, parent-in-law.

**General Data Protection Regulation (GDPR):** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC.

**Geographical Area:** The Geographical Area for which You have paid the appropriate premium, as specified on Your Policy Certificate. Please refer to page 16, Geographical Areas.

#### Please note:

Cover is included whilst travelling directly from Your Home or business (whichever is the latest) to Your departure point and back again when You return, limited to a maximum of 24 hours in each direction.

You will be covered when travelling by Public Transport between countries, but not if You are being paid to crew a private motor or sailing vessel or are travelling by private aircraft.

**Home:** Your principal place of residence, used for domestic purposes, and including garage(s) and other outbuilding(s).

**Home Country:** The country for which You hold a passport or that country in which You habitually reside (if different) and which is declared as Your Home Country on Your application for cover.

**Insured Person or You/Your:** Each person named on the Policy Certificate and for whom the appropriate premium has been paid, and at the expiry of the Period of Insurance being not more than 79 years of age. See the 'Your Policy' section for eligibility and age limits.

**Limits of Cover:** The maximum amount that We will pay per person or per policy for each insured incident, as shown on the Schedule of Benefits.

**Loss of Limb:** Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

**Loss of Sight:** Total and irrecoverable loss of sight in one or both eyes; this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. This means being able to see at 3 feet or less what You should see at 60 feet.

Medical Condition: A disease, illness, sickness or injury including Psychological Conditions.

**Medical Practitioner:** A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering the treatment, is practicing within the scope of his/her licence and training and who is not related to You or any travelling companion.

**Mental Health Disorder:** A mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioural symptoms, or a disease of the mind or personality, evidenced by abnormal behaviour, or a disorder of conduct evidenced by socially deviant behaviour. This includes but is not limited to psychosis, psychiatric illnesses and other similar conditions as may be listed in recognised medical manuals or journals.

**Money:** Currency from Your Home Country, currency from the country(ies) in which You are travelling, any of the recognised major currencies which are commonly used in transactions in lieu of local currency and travellers cheques.

Pair or Set: Similar items of Baggage which are complimentary to one another or used together.

**Period of Insurance:** The period shown on the Policy Certificate.

**Permanent Total Disablement:** Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to, Your usual occupation for the remainder of Your life.

For Insured Persons aged 65 or over the definition of Permanent Total Disablement is amended to:

A disablement which prevents You from performing at least 3 of the following 6 activities of daily living even with the aid of special equipment, and always to require physical assistance of another person throughout the physical activity for at least 6 continuous months:

- a. Transferring: the ability to move from a bed to an upright chair or wheelchair and the vice versa;
- b. Mobility: the ability to move indoors from room to room on level surfaces;
- c. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- d. Dressing: the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical appliances;
- e. Washing: the ability to wash in the bath or shower, including getting into and out of the bath or shower or wash satisfactorily by any other means;
- f. Feeding: the ability to feed oneself once food has been prepared and made available.

The diagnosis must be confirmed and certified by a Medical Practitioner.

**Policy Certificate:** The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Area, the Period of Insurance, additional cover options and any other special conditions and terms.

Pre-existing Medical Condition: Any Medical Condition that, within the last 12 months, required any:

a. surgery, inpatient or outpatient treatment, referrals or investigations of any sort. This includes being on any waiting list, taking any prescription medication, tablets or required medical treatment (This will not apply to common colds, flu or contraceptive medication);

- b. medical advice or treatment for any respiratory condition relating to the lungs or breathing;
- c. medical advice or treatment for any heart, stroke or diabetic condition.

**Psychological Condition:** A mental or addictive condition, including but not limited to, alcoholism, drug addiction or eating disorders.

**Public Transport:** any scheduled publicly licensed aircraft, sea vessel, train, coach or bus on which You are booked or had planned to travel.

Schedule of Benefits: The details of cover as outlined on pages 9 and 10 of this document.

**Secure Luggage Area:** Any of the following, as and where appropriate:

- a. the locked dashboard, boot or locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats;
- b. the fixed storage units of a motorised or towed caravan;
- c. a locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

**Ski Equipment:** snowboard, skis, bindings, sticks/poles and boots.

**Strike or Industrial Action:** Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travel Documents:** Travel tickets, accommodation and other redeemable travel vouchers, Green Card, driving licences and passports.

**Trip:** A journey within the Geographical Area stated on Your Policy Certificate, during the Period of Insurance, subject to the maximum duration per trip as shown in Your Policy Certificate.

**Unattended:** When You cannot see and/or are not close enough to Your property or vehicle to prevent unauthorised interference or theft of Your property or vehicle.

**Valuables:** Cameras, photographic, and video equipment, and associated equipment of any kind; computer hardware and software including notebooks, eReaders, laptops, tablet PCs, mobile telephones and smartphones, portable audio equipment (DVD, CD, Mini-Disc, MP3 players, iPods, etc) and all associated discs and accessories, spectacles, prescription sunglasses, binoculars, jewellery, watches, precious stones and articles made of or containing gold, silver or other precious metals.

**We, Our or Us:** battleface Insurance Services Limited, administering policies on behalf of certain underwriters at Lloyd's.

**You/Your and Insured Person:** Each person named on the Policy Certificate and for whom the appropriate premium has been paid, and at the expiry of the Period of Insurance being not more than 79 years of age. See the 'Your Policy' section for eligibility and age limits.

# **YOUR POLICY**

Your policy contains restrictions based on the type of policy You have purchased – these are explained below.

If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

Cover for any Trip ends on the earliest of:

- a. the end date shown on Your Policy Certificate; or
- b. the date You return to Your usual place of residence or business at the end of Your journey, which shall be no later than 24 hours after You have arrived at the international arrival point in Your HomeCountry; or
- c. the date when the maximum number of days cover shown in Your policy has been reached.

# **RENEWING YOUR POLICY**

To avoid any unintended break in your policy cover, we will write to you at least 3 weeks before your policy is due to expire to provide you with details of the renewal premium and any changes to the policy terms and conditions. If you are still eligible and happy with the renewal information, you will need to follow the link provided to renew the policy for a further 12 months.

Here you will be able to change the persons to be insured, the geographical locations be visited and whether you wish to include / exclude winter sports and the activities and sports upgrade options.

We will remind you to tell us about any changes to your personal circumstances, including any new, or changes to existing, medical conditions.

Once you have renewed the policy and payment has been taken, you can still cancel the policy and obtain a full refund, provided you contact us within 14 days from the date you receive the policy documentation and you have not made or are intending to make a claim under the renewed policy.

If You cancel after 14 days of receiving the policy documentation the premium will be refunded on a pro-rata basis from the date Your instructions are received or any later date specified by You. No refund will be provided if more than 60 days has passed since renewal purchase, or if a claim has been made.

Policies can be renewed during a trip, however, we advise you avoid this where possible so that you have continuous cover in place.

# **GEOGRAPHICAL AREAS**

The maximum duration any one trip cannot be longer than 92 days unless specifically agreed by Insurers prior to any travel and shown in Your Policy Certificate.

If You are aged over 66 years this is limited to 31 days unless specifically agreed by Insurers prior to any travel.

The Geographical Area is restricted to UK and Europe with maximum duration per trip of 31 days for Insured persons aged 71 and over unless specifically agreed by Insurers prior to any travel.

**EUROPE** including Republic of Ireland, Canary Islands, Madeira and countries bordering the Mediterranean, including the United Kingdom if Your Home Country is outsde the United Kingdom, excluding Algeria, Belarus, Crimea, Chechnya, Israel, Lebanon, Libya, Palestine, Russia, Syria and Ukraine.

**WORLDWIDE Excluding the Caribbean, Canada and USA**, Afghanistan, Belarus, Crimea, Chechnya, Central African Republic, Cuba, Democratic Republic of Congo, Iraq, Iran, Israel, Lebanon, Libya, Nigeria, North Korea, Palestine, Russia, South Sudan, Sudan, Somalia, Syria, Ukraine and Venezuela.

**WORLDWIDE Including the Caribbean, Canada and USA**, but excluding Afghanistan, Belarus, Crimea, Chechnya, Central African Republic, Cuba, Democratic Republic of Congo, Iraq, Iran, Israel, Lebanon, Libya, Nigeria, North Korea, Palestine, Russia, South Sudan, Sudan, Somalia, Syria, Ukraine and Venezuela.

# **SECTIONS OF COVER**

## SECTION A – CANCELLATION OR CURTAILMENT

#### What is covered:

We will reimburse up to the amount shown in the Schedule of Benefits for financial loss You suffer, being non-refundable deposits and amounts You have paid for travel and accommodation You do not use because of Your inability to commence travel or complete the Trip.

We will only pay for financial loss You suffer on behalf of any travelling companion if they are insured and named on this policy. If Your travelling companion is not insured under this policy, You will need to claim against their travel insurance policy for any amounts that You have paid on their behalf.

Cancellation cover applies if You have booked a Trip to take place within the Period of Insurance, but You are forced to cancel Your travel plans because of one of the following changes in circumstances, which is beyond Your control, and of which You were unaware at the time You booked the Trip.

Curtailment cover applies if You are forced to cut short a Trip You have commenced, and return to Your Home Country, because of one of the following changes in circumstances being beyond Your control and of which You were unaware at the time You booked the Trip. Curtailment claims will be calculated from the date You return to Your Home Country.

- a. unforeseen illness, injury or death of You, a Close Relative or any person with whom You have
- b. arranged to travel or stay during the Trip.

- c. You abandoning Your Trip following the cancellation of or a delay of more than 24 hours in the departure of Your outward international flight, sea-crossing, coach or train journey, forming part of the booked Trip's itinerary, as a result of Strike or Industrial Action (of which You were unaware at the time You either booked the Trip or purchased this policy, whichever is the latest), adverse weather conditions, or the mechanical breakdown of, or accident of, the aircraft, sea vessel, coach or train.
- d. You or any person with whom You plan to travel being called up for Jury Service or being subpoenaed as a witness in a court of law (other than in a professional or advisory capacity).
- e. accidental damage, burglary, flooding or fire affecting Your Home, occurring during the Trip or within 48 hours before You depart, when the loss relating to Your Home is in excess of EUR 1,500 (or currency equivalent) and Your presence is required by the Police or relevant authorities in connection with the events.
- f. Your compulsory quarantine.
- g. You have a positive PCR test for COVID-19 within 14 days of your trip starting.

If stated in Your policy certificate under Winter Sports as 'Included' this policy will be extended to cover:

- a. Piste Closure:
  - Up to EUR 30 per 24 hours that the resort is closed up to a maximum EUR 300 for transportation costs to get You to an alternative skiing area if ALL skiing facilities in Your booked resort are closed due to lack of snow, adverse weather conditions, avalanche (including risk of avalanche).
  - Note: this cover only applies outside of the United Kingdom during the published ski season for Your resort.
- b. Avalanche / Weather Delay:
  - Up to EUR 500 for additional travel and accommodation expenses necessarily incurred if the outward or return journey of Your Trip is delayed more than 12 hours as a direct result of lack of snow, an avalanche or severe weather conditions. You must obtain written confirmation from the resort management of the avalanche, its effect on skiing facilities and confirmation of the closure and the dates applicable.
- c. Curtailment cover also applies for You attending a hospital outside Your Home Country as an in-patient (as part of a valid claim under Section B Emergency Medical and Additional Expenses). Claims will be calculated from the day the ill/injured person was admitted to hospital and based on the number of complete days for which You were hospitalised or quarantined. Cover only applies to ill/injured persons.

## **Special conditions relating to claims:**

- a. If You need to Curtail the Trip, You must contact Us first and allow Us to make all the necessary travel arrangements.
- b. You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return Home prior to the scheduled return date of the Trip idue to unforeseen illness or injury.
- c. If, at the time of requesting Our assistance due to a Curtailment claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative, travelling companion or person with whom You have arranged to stay whilst on Your Trip, We will make all necessary arrangements at Your cost and arrange appropriate reimbursement as soon as the claim has been validated.
- d. You must notify the Carrier or travel agent immediately when You know the Trip is to be cancelled or curtailed, to minimise Your loss as far as possible. If You fail to notify the Carrier or travel agent immediately and it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
- e. If You cancel the Trip due to unforeseen illness or injury You must provide a medical certificate from the treating Medical Practitioner stating that this prevented You from travelling.

- f. If Your outward international flight, sea-crossing, coach or train journey is cancelled by the Carrier, You must produce to Us written documentation provided by the Carrier specifying the reason for the cancellation.
- g. If You cancel or curtail Your Trip because Your presence is required by the police in connection with accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, You must produce to Us written documentation from the police confirming that the loss or damage occurred during the Trip otherwise no claim will be paid.

#### What is not covered:

- a. any disinclination to travel or continue travelling, unless Your change of travel plans is caused by one of the circumstances listed under 'What is Covered';
- b. any claim arising directly or indirectly from a known Pre-existing Medical Condition affecting You;
- c. any claim arising directly or indirectly from Your Mental Health Disorder;
- d. any claim arising directly or indirectly from a Pre-existing Medical Condition affecting any Close Relative, travelling companion who is not insured under this policy, or person with whom You intend to stay whilst on Your Trip, unless the person's Medical Practitioner can confirm in writing that at the time You bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition manifesting or deteriorating to a degree that this would become necessary;
- e. any costs relating to unused travel and accommodation for any persons not insured under this policy;
- f. Cancellation or Curtailment caused by pregnancy or childbirth unless the Cancellation or Curtailment is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- g. claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You either booked the Trip or purchased this policy, whichever is the latest;
- h. if You need to Curtail Your Trip, any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You;
- withdrawal from service of the aircraft, sea vessel, coach or train, on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved;
- j. failure by the provider of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim in this case to the provider involved;
- k. change of plans due to Your financial circumstances except if You are made redundant and qualify for redundancy payment under the current legislation in Your Home Country;
- any claim arising as a result of attendance of an Insured Person, or any other person on whom the travel plans depend, in a court of law. This exclusion will not apply if You are called up for jury service or are subpoenaed as a witness (other than in any professional or advisory capacity);
- m. any costs relating to airport taxes, air passenger duty and other surcharges levied by the airline (You may be able to obtain a refund from Your Carrier for the charges);
- n. any claim resulting from Your inability to travel due to an Insured Person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked Trip;
- o. prohibitive regulations by the government of any country, or delay or amendment of the booked Trip due to government action;
- p. any claim arising from volcanic eruption (including volcanic ash being carried by the wind), earthquake or tsunami;
- q. the Excess;
- r. the cost of this policy;
- s. Piste Closure Expenses (including food and drink) that You would have incurred during the normal course of Your Trip. Avalanche conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance;
- t. Avalanche/Weather Delay Expenses (including food or drink) that You would have incurred during the

normal course of Your Trip. Avalanche or severe weather conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance. Any circumstances where transport costs, compensation or alternative skiing facilities are offered to You;

u. anything mentioned in the General Exclusions.

## **SECTION A1 - MISSED CONNECTION:**

#### What Is Covered:

We will reimburse you, up to the maximum amount shown in the schedule of benefits if, while on a covered trip, you miss a departure resulting from cancellation or delay of at least 2 consecutive hours of your regularly scheduled airline flights due to inclement weather or common carrier caused delay, for:

- a. additional transportation expenses incurred by you to join the departed trip;
- b. accommodation and meal expenses incurred, which were not paid or provided for by any other source, up to the amount shown in the schedule of benefits;
- c. pre-paid, non-refundable trip payments for the unused portion of the trip.

The common carrier must certify the delay of the regularly scheduled airline flight. Coverage is secondary if reimbursable by any other source.

These benefits will not duplicate any other benefit payments payable under this policy or any coverage attached to this policy.

## SECTION B - EMERGENCY MEDICAL AND ADDITIONAL EXPENSES

## What is covered:

- Emergency Medical and Repatriation: We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate) for each Insured Person who suffers sudden and unforeseen Accidental Bodily Injury or illness (illness not available if You are 75 years or over), or who dies during a Trip outside Your Home Country for the following;
  - a. Medical expenses for the immediate needs of an unforeseen medical emergency. Included are Medical Practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, when deemed necessary by a recognised Medical Practitioner.
  - b. Additional travelling costs to repatriate You to Your Home Country when recommended by Our Medical Officer. We will pay for the cost of a medical escort if considered necessary.
- 2. Emergency Dental Treatment: We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate) for each Insured Person for the costs of providing necessary temporary treatment for the immediate relief of pain or discomfort, and/or emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in eating.
- 3. **Additional Accommodation and Travelling Costs:** On condition that You contact Us first and We make all the travel arrangements, as a result of a valid claim for repatriation We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate) for the following:
  - a. Our Medical Officer confirms that it is medically necessary for You to be accompanied on the Trip Home, and the return journey cannot take place on the original scheduled date, We will pay for the additional travelling costs and accommodation costs incurred by one person staying with You and accompanying You on the Trip Home.
  - b. additional travelling and accommodation costs arranged by Us for one person required, on medical advice, to fly out to You and accompany You Home.

- c. a return journey air ticket plus accommodation costs to enable a business colleague, where necessary, to replace You in Your location outside Your Home Country following Your medical repatriation or death during a Trip.
  - If Our Medical Officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain abroad, Our liability to pay any further costs under this section after that date will be limited to what We would have paid if Your repatriation had taken place.
- 4. **Funeral Expenses Abroad:** We will pay up to the amount shown in the Schedule of Benefits for Your burial or cremation abroad or alternatively transportation costs of returning Home Your body or ashes.
- If stated in Your policy certificate under Winter Sports as 'Included' this policy will be extended to cover:
  - a. Loss of Ski Pack Up to EUR 250 for a proportional refund following the loss of use of Your Ski Pack following Your Bodily Injury or illness (as confirmed by Your treating Medical Practitioner). You must provide (at Your own expense) written confirmation from a Medical Practitioner that the accidental injury or sickness prevented You from using Your Ski Pack.

#### What is not covered:

- a. costs in excess of EUR 500 (or currency equivalent) which have not been authorised by Us in advance;
- b. any claims arising directly or indirectly as a result of any Pre-existing Medical Conditions;
- c. any claim arising directly or indirectly from Your Mental Health Disorder;
- d. any pre-planned or pre-known or expected medical/dental treatment or diagnostic procedure;
- e. treatment which, in the opinion of Our Medical Officer, can be delayed until Your return to the country of departure;
- f. any medical or dental treatment, which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury; or to alleviate distress in eating;
- g. normal wear and tear of dental or orthodontic appliances;
- h. any damage to dentures, other than whilst being worn by You and any self-inflicted damage, including damage caused by tooth-brushing or any other oral hygiene activity;
- i. dental treatment involving the provision of dentures or the use of precious metals;
- j. any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- k. any air travel costs in excess of a return economy/tourist class ticket, this exclusion applies to item 3, Additional Accommodation and Travelling Costs only;
- I. accommodation costs other than the cost of the room, this exclusion applies to item 3, Additional Accommodation and Travelling Costs only;
- m. medical/dental treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre unless confirmed as medically necessary by Our Medical Officer;
- n. the cost of private dental/medical expenses when You receive treatment in a state run practice or clinic and You have a right to state provided emergency treatment;
- o. treatment for cosmetic purposes unless the Medical Officer at the medical emergency service agrees that the treatment is necessary as the result of an accident covered under this policy;
- p. expenses incurred as a result of a tropical disease when You have not had the recommended inoculations and/ or taken the recommended medication;
- q. any costs incurred in Your Home Country other than in connection with transportation of You or Your remains to Your Home from abroad,
- r. the cost of any medical/dental expenses incurred in private facilities if a medically suitable state facility is available;
- s. any costs where the transportation Home has not been arranged by Us;
- t. any costs in respect of unused pre-paid travel costs when We have paid to repatriate You;

- u. any search and rescue costs charged to You where an emergency service including the coastguard or army have been called out to find You. This does not include the cost of emergency medical evacuation by the most appropriate transport or mountain rescue services;
- v. where You have received inpatient treatment at a state hospital within the European Union, European Economic Area or Switzerland and You have not used an EHIC/GHIC (if applicable to You) to effectively reduce the cost of Your treatment or medicines;
- w. medication and/or treatment which at the time of departure is known to be required or to be continued outside Your Home Country;
- x. the Excess;
- y. anything mentioned in the General Exclusions.

### In an Emergency

Please contact Robin Assist on + 44 (20) 8089 5338 giving Your name, Policy Certificate number and as much information as possible.

Please provide a telephone number and fax or email address where We can contact You or leave messages at any time of the day or night.

To comply with the terms and conditions of the insurance You MUST contact Us as soon as possible. You MUST obtain Our prior authorisation before incurring any expenses over EUR 500 (or currency equivalent), except in case of emergency. In case of emergency, if You are physically prevented from contacting Us immediately, You or someone designated by You must telephone within 48 hours.

We recommend that You should carry Your insurance documents with You at all times.

## SECTION C - HOSPITAL BENEFIT

#### What is covered:

If You have a valid claim under Section B – Emergency Medical and Additional Expenses, We will pay You up to the amount shown in the Schedule of Benefits for every complete 24 hours You have to stay in hospital as an in-patient.

#### What is not covered:

- a. any claim arising in connection with a Trip solely within Your Home Country;
- b. any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- c. anything mentioned in the General Exclusions.

## SECTION D - PERSONAL ACCIDENT

#### What is covered:

We will pay one of the benefits shown in the Schedule of Benefits for the cover level as shown on Your Policy Certificate If You suffer Accidental Bodily Injury during the Trip which, within 12 months of the date of the Accident, is the sole and direct cause of Your death or Loss of Limb, Loss of Sight or Permanent Total Disablement.

#### What is not covered:

- a. injury not caused solely by outward, violent and visible means;
- b. Your disablement caused by mental or psychological trauma not involving Your Accidental Bodily Injury;
- c. disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip;
- d. any more than one payment for one item under this section;
- e. an Insured Person engaging in any occupation involving significantly greater risk or hazard than that declared to Us when this insurance was taken out;
- f. anything mentioned in the General Exclusions.

# SECTION E - BAGGAGE

#### What is covered:

 Lost/stolen or damaged Baggage: We will pay You up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate), If, during the course of a Trip, Your Baggage is damaged, stolen, destroyed or lost (and not recovered).

# The maximum We will pay You for the following items is:

- a. EUR 250 any one article, or for any one Pair or Set of articles, as shown in the Schedule of Benefits. If You cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example, a photograph of You wearing the article) and value to support the claim, payment for any one article, or for any one Pair or Set of articles, will be limited to a maximum of EUR 50. Evidence of replacement value is not sufficient;
- b. EUR 250 for all articles lost, damaged or stolen in any one incident if You cannot provide satisfactory proof of ownership and value;
- c. limited to the amount shown in the Schedule of Benefits for the total of all Valuables owned by each Insured Person;
- d. EUR 100 per Insured Person for all Baggage or Valuables lost, damaged or stolen from a beach or pool-side;
- e. the maximum We will pay for all mobile telephones or smartphones is limited to EUR 100 per Insured Person.
- 2. Emergency replacement of Baggage: If Your Baggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 24 hours then You can claim up to EUR 300 for the purchase of essential items.

Note: sums will be refundable to Us if the luggage or any part of it proves to be permanently lost and/ or a claim is made under part 1, Lost/stolen or damaged Baggage.

If You have selected the winter sports extension optional cover:

3. **Ski Equipment:** We will pay up to EUR 750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to Ski Equipment being the property or responsibility of the Insured Person occurring during the Journey.

#### PROVIDED THAT:

- a. We will not be liable for more than:
  - i. EUR 300 in total in respect of Ski Equipment hired by or to the Insured Person;
  - ii. EUR 500 in total in respect of any one article, pair or set irrespective of single or joint ownership.
- b. We will have the option of repair, replacement, reinstatement or cash payment.

#### **Excess**

This insurance does not cover the first EUR 50 per Insured Person (EUR 100 per Family) in respect of each separate incident giving rise to a claim.

# **Ski Equipment Hire Charges**

We will pay up to EUR 400 in total in respect of the necessary charges for the emergency hire of Ski Equipment if You are deprived of the Ski Equipment taken on the Journey for 12 hours or more from the time of arrival at the booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (e.g. airline).

#### PROVIDED THAT:

- a. the non-arrival of Your Ski Equipment is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.
- b. You submit to Us the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

# Special conditions relating to claims:

- a. We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned;
- b. claims are paid based on the value of the goods at the time of original purchase and a deduction is then made for wear, tear, and loss of value, bearing in mind the age of the items. Claims are not settled on a 'new for old basis' or replacement cost basis;
- c. You must take suitable precautions to secure the safety of Your Baggage and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access;
- d. if claiming for Your goods that were stolen or lost You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim;
- e. within 24 hours of discovery of the incident You must report loss of Baggage to the local Police or to the Carrier, as appropriate (damage to Baggage in transit must be reported to the Carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to Your hotel or accommodation management, or to the tour operator representative and a written report obtained;
- f. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid;
- g. for claims for essential items, if Your Baggage is lost or misplaced on the outward journey of a Trip for a period in excess of 24 hours by the Carrier, You must provide receipts and a report from the Carrier confirming the length of the delay otherwise no payment will be made;

#### What is not covered:

- a. any item loaned, hired or entrusted to You other than Ski Equipment rented by You provided that the Winter Sports Optional Cover has been selected, the relevant premium paid and it is mentioned as covered in Your Policy Certificate;
- b. any claim relating to Baggage delayed at any other time during Your Trip or on Your return journey to Your Home Country;
- c. any claim for Baggage delay for a Trip solely within Your Home Country;
- d. any loss, theft of, or damage to Baggage left in an Unattended motor vehicle if:
  - i. the items concerned have not been locked out of sight in a Secure Luggage Area;
  - ii. no forcible and violent means have been used by an unauthorised person to effect entry into the vehicle; and
  - iii. no evidence of entry is available.
- e. theft of Valuables from an Unattended motor vehicle;
- f. loss, theft of, or damage to Valuables from checked-in luggage left in the custody of a Carrier and/or

Valuables packed in luggage left in the baggage hold or storage area of a Carrier;

- g. electrical or mechanical breakdown or manufacturing fault of the article insured;
- h. wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning;
- i. confiscation or detention by Customs or other lawful officials and authorities;
- j. loss, theft or damage to debentures; bonds; securities; stamps or documents of any kind, Travel Documents, including driving licences and passports; musical instruments; glass; china; antiques; pictures; pedal cycles and accessories; hearing aids; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession; unused mobile telephone rental charges or pre-payments;
- k. loss, theft of or damage to vehicle keys;
- damage to fragile or brittle articles unless by fire or resulting from an accident to a sea going vessel, aircraft or vehicle;
- m. liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;
- n. sports equipment other than Ski Equipment provided that the Winter Sports Optional Cover has been selected, the relevant premium paid and it is mentioned as covered in Your Policy Certificate;
- o. loss or theft of or damage to Money (please see Section F Personal Money and Passport);
- p. loss or theft of or damage to cigarettes, tobacco and/or alcohol;
- q. gadget mobile/smart phones, tablets, laptops, computers, smart watches, games consoles (including handheld consoles), wearable activity trackers, including any accessory items if they ARE checked in as hold luggage;
- r. the Excess;
- s. anything mentioned in the General Exclusions.

#### In respect of Ski Equipment;

This insurance does not cover:

- a. sports Equipment other than Ski Equipment;
- b. loss or damage caused by or arising from:
  - i. delay, confiscation or detention by Customs or other officials or authorities;
  - ii. fraud or deception.
- c. loss of or damage to Ski Equipment whilst in use;
- d. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair;
- e. theft of Ski Equipment if left unattended and not properly secured;
- f. theft or attempted theft of Ski Equipment from any Unattended Vehicle:
  - i. between the hours of 8pm and 9am local time;
  - ii. at any other time unless the vehicle has been secured from unauthorised entry and the Ski Equipment is hidden from view within the vehicle secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that the theft involved violent and forcible means
- g. theft or loss of Ski Equipment not reported to the local police within 24 hours and a written report obtained from them.

# SECTION F - PERSONAL MONEY AND PASSPORT

#### What is covered:

a. if during a Trip, the Money You are carrying on Your person or You have left in a locked safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum shown in the Schedule of Benefits.

The maximum We will pay for the following items; bank notes, currency notes and coins, is EUR 250.

- b. if Your passport is lost or stolen outside Your Home Country during a Trip, We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate):
  - i. additional travel and accommodation expenses You incur abroad to obtain a replacement or temporary passport;
  - ii. the cost of an emergency replacement or temporary passport, to enable You to continue Your Trip as planned.

## Special conditions relating to claims:

- a. within 24 hours of discovery of the incident You must report loss of Money or Your passport to the local Police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the tour operator representative and a written report obtained;
- b. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid;
- c. You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins otherwise no payment will be made.

There is no cover under this policy for pre-paid currency cards, and We advise that You contact the card issuer.

### What is not covered:

- a. shortages or loss due to error, omission, depreciation in value, or confiscation or detention by customs or other lawful officials and authorities;
- b. travellers cheques and/or Travel Documents that can be replaced by the issuer;
- c. the Excess;
- d. any amount over EUR 250 for any cash losses above the Excess;
- e. any pre-paid currency cards;
- f. anything mentioned in the General Exclusions.

## SECTION G - PERSONAL LIABILITY

### What is covered:

If in the course of a Trip You become legally liable for Accidental Bodily Injury to, or the death of, any person and/or accidental loss of or damage to their property, then on condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will cover You (or if You die, Your legal personal representatives) against:

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

We will pay up to a maximum, including costs, of the amount shown in the Schedule of Benefits (for the cover

level as shown on Your Policy Certificate). This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

#### What is not covered:

- a. injury to, or the death of, any member of Your Family or household, or any person in Your service;
- b. property belonging to, or held in trust by You or Your Family, household or employee;
- c. loss of or damage to property which is the legal responsibility of You or Your Family, household or employee. (This exclusion will not apply to temporary accommodation which You occupy and for which You assume contractual responsibility during Your Trip);
- d. any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of an agreement;
- e. claims for injury, loss or damage arising directly or indirectly from:
  - i. ownership or use of: airborne or waterborne craft, horse- drawn, motorised, mechanically-propelled or towed vehicles, vessels, sail or powered boat (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), firearms;
  - ii. the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
  - iii. the ownership or occupation of any land or building;
  - iv. wilful or malicious acts.
- f. liabilty or material damage for which cover is provided under any other insurance;
- g. accidental injury or loss not caused through Your negligence;
- h. any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus however caused;
- i. any claim arising in connection with a Trip solely within Your Home Country;
- j. the Excess;
- k. anything mentioned in the General Exclusions.

## SECTION H - LEGAL EXPENSES

### What is covered:

# **Legal Expenses**

We will pay up to the sum insured shown in the Schedule of Benefits Table in respect of Your incurred legal expenses in the pursuit of claims for damages against third parties who have caused an Insured Person's death, bodily injury or illness through incidents occurring during the Trip. We shall only be liable for expenses incurred with Our prior written consent, which will not be withheld, but We reserve the right to withdraw from the proceedings at any stage and to limit Our liability to the expenses incurred during the period up to but not beyond the date of the withdrawal.

## What is not Covered:

- a. legal expenses incurred without Our prior written approval;
- b. claims against Us or anyone acting on Our behalf, or a travel agent, tour operator or carrier;
- c. the continued pursuit of any claim where We consider You do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from the party;
- d. legal actions between Insured Persons;
- e. legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country;

- f. legal expenses which constitute a valid claim under any other insurance policy beyond Our rateable share of any claim costs.
- g. anything mentioned in the General Exclusions.

## SECTION I – TRAVEL DELAY

#### What is covered:

If in the course of a trip You are delayed by more than 12 hours as a result of a strike, riot, bad weather, natural disaster or security alert. or because the transport on which you were due to travel breaks down We will pay EUR 50 per Insured Person for each 12 hour delay up to a maximum of EUR 500 per Insured Person

#### What is not covered:

- 1. if you knew about the cause of your delay when you booked your trip or bought this insurance.
- 2. anything mentioned in the General Exclusions.

# SECTION J - HI-JACK

#### What is covered:

We will reimburse You up to the sum insured shown in the Schedule of Benefits Table for each complete day for any costs and expenses incurred as a direct consequence of You being a victim of a hi-jack or kidnapping occurring during the Trip, up to a maximum of the sum insured shown in the Schedule of Benefits Table.

## What is not covered:

anything mentioned in the General Exclusions.

# SECTION K - PET FEES

#### What is covered:

We will pay you up to the amount shown on the table of benefits for additional kennel or cattery charges that you incur if you have a valid claim under Emergency Medical & Repatriation, and your return to your home is delayed by more than 12 hours as a result of you being admitted to a recognised hospital abroad as an inpatient.

Special conditions relating to claims:

You must obtain a medical certificate from the doctor in attendance specifying the unforeseen illness or injury that prevented you from returning home as planned.

#### What is not covered:

- 1. any claim due to Your being admitted as an inpatient in an institution not recognised as a hospital in the country of treatment;
- 2. anything mentioned in the General Exclusions.

# GENERAL CONDITIONS APPLYING TO YOUR POLICY

- 1. No cover will come into force under sections A, B or C for any Pre-existing Medical Condition.
- 2. To be covered under this insurance, You MUST be fit to travel and able to undertake Your planned Trip.
- 3. You MUST answer all questions about this policy honestly and fully at all times. You MUST also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
- 4. You MUST exercise care for the supervision and safety of both You and Your property. You MUST take all steps to avoid or minimise any claim. You MUST always act as if You are not insured.
- 5. You MUST avoid needless self-exposure to peril unless You are attempting to save human life.
- 6. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- 7. If You have an emergency or any occurrence that may give rise to a claim for more than EUR 500 (or currency equivalent) under this insurance, You MUST contact Us as soon as possible. You MUST make no admission of liability, offer, promise or payment without Our prior consent. Please telephone Us first.
- 8. We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in these matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 9. We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of an action.
- 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. This insurance policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance policy. This includes any amounts recovered, or which could be recovered, by You from private health insurance, EHIC/GHIC payments, any reciprocal health agreements, airlines, hotels, home contents insurers or any other recovery by You which is the basis of this claim.
- 11. You MUST assist Us to obtain or pursue a recovery or contribution from any third party or other insurers (including any Governmental or State departments) by providing all details required and completing the necessary forms.
- 12. You MUST take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time, and at Our expense, take any action as We deem fit to recover the property lost or stated to be lost.
- 13. If You have a valid claim You shall allow Us the use of any relevant Travel Documents You are not able to use because of the claim.
- 14. You MUST notify Us in writing of any event which may lead to a claim within 28 days of Your return Home. As often as We require You shall submit to medical examination at Our expense. If death of an Insured Person occurs, We shall be entitled to have a post mortem examination, where permissible, carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We require.
- 15. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 16. If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance. See Cancellation of Your Policy, page 40.

- 17. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, We offer You the option of resolving this by using the arbitration procedure We have arranged.
- 18. You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.
- 19. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 20. Although We are prepared to cover You when undertaking certain Sports and Activities, the availability of the insurance cover does not, in itself, imply that We or the underwriters consider all Sports and Activities as safe. At all times You MUST satisfy Yourself that You are capable of safely undertaking the planned sport or activity and You MUST take care to avoid injury, accident or loss to Yourself and to others.
- 21. With the exception of Baggage (Section E), we will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device):
  - ii. any computer virus;
  - iii. any computer related hoax relating to i and/or ii above.

However, subject to the terms and conditions of your policy, you are covered up to the amount(s) stated in the schedule for:

- i. Cancellation and Curtailment (Section A);
- ii. Medical Expenses (Section B); and
- iii. Personal Accident Benefit (Section D).
- 22. Cyber Clarification Clause

Except under Section A, Cancellation & Curtailment cover (only), We will pay for any covered loss, damage, liability, cost or expense caused by a Cyber Act or Cyber Incident, subject to the full terms, conditions, limitations and exclusions of the Policy.

23. The GDPR and Data Protection Act 2018

For the purpose of providing this insurance and handling of claims or complaints, We may need to transfer certain information, which You, or any named person on this Policy, have provided to Underwriters to other parties. Any information provided will be handled and protected by Us in compliance with the provisions of the GDPR and Data Protection Act 2018.

# GENERAL EXCLUSIONS APPLYING TO YOUR POLICY

No section of this policy shall apply in respect of:

- 1. Any person practicing in winter sports who has reached the age of 71 years prior to the commencement of the Period of Insurance.
- 2. Winter sports of any kind UNLESS stated in the Policy Certificate as being included through the selection of Optional Cover in which case this insurance does not apply whilst the Insured Person is skiing off piste unless with a qualified instructor or guide. There is strictly no cover under the terms and conditions of this policy when engaging in freestyle skiing, ski-jumping, ski flying, ski/snowboard-acrobatics, ski/snowboard stunting, extreme skiing/snowboarding, skeleton and luge or any variations.

- 3. Cruises of any kind.
- 4. Any claim arising from any sport or pastime listed in the Excluded Activities on page 49.
- 5. Any person who is travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had they sought his/her advice).
- 6. Any person who is travelling with the intention of obtaining medical treatment or consultation abroad.
- 7. Any person who has undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which they are awaiting investigations/ consultations or awaiting results of investigations where the underlying cause has not been established).
- 8. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy or any other valid and collectible insurance. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section D Personal Accident.
- 9. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 10. Any losses which are not directly covered by the terms and conditions of this policy. Examples of losses We will not pay for include, but are not limited to, loss of earnings due to being unable to return to work following injury or illness happening while on a Trip and replacing locks if You lose Your keys.
- 11. Costs of telephone calls or faxes, data usage, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an Insured Person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings and any additional travel or accommodation costs (unless pre-authorised by Us or part of a valid claim under Section B Emergency Medical and Additional Expenses, Section A Cancellation or Curtailment or Section F Personal Money and Passport).
- 12. Any deliberately careless or deliberately negligent act or omission by You.
- 13. Any claim caused by You climbing, jumping or moving from one balcony to another regardless of the height of the balcony other than in an attempt to avoid Your immediate harm.
- 14. Any claim arising or resulting from Your own illegal or criminal act.
- 15. Needless self-exposure to peril except in an attempt to save human life.
- 16. You being under the influence of drugs (except those prescribed by Your registered Medical Practitioner, but not when prescribed for the treatment of drug addiction).
- 17. Your abuse or prior abuse of solvents.
- 18. You drinking too much alcohol or alcohol abuse where it is foreseeable that the consumption could result in an impairment of Your faculties and/or judgement resulting in a claim. We do not expect You to avoid alcohol on Your Trips or holidays 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; Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, or intentional self-injury.
- 19. Any claim arising directly or indirectly from a Mental Health Disorder or Psychological Condition
- 20. You engaging in Manual Work in conjunction with any profession, business or trade during the Trip unless declared to Us, any additional premium paid and it is noted as covered on Your Policy Certificate.
- 21. Participation in any organised competition involving any Sports and Activities or Winter Sports.
- 22. You fighting except in self-defence.
- 23. Any claim from an Insured Person employed in the occupations listed below while on any Trip undertaken for business purposes:

- i. airline personnel and aircrew;
- ii. member of a ship's crew;
- iii. regular armed forces personnel;
- iv. professional sports person.
- 24. Bodily Injury or Illness resulting from Your direct or indirect involvement in any war, act of terrorism, strike, riot or civil commotion provided that nothing contained in this exclusion shall exclude any claim for Bodily Injury or Illness arising from Your passive involvement in any situations.
- 25. 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 of people, 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;
- 26. Bodily Injury or Illness sustained if You have failed or refused to depart a country within 48 hours of the time an evacuation order has been issued by the relevant authorities in Your Home Country.
- 27. Any claim in any way caused or contributed to by, or resulting from COVID-19 with the exception of certain benefits, for Insured Persons aged under 66, under Section A Cancellation or Curtailment and Section B Emergency Medical and Additional Expenses. This is detailed under 'Important Information: COVID-19' on page 6 of this policy.
- 28. For the purposes of this exclusion COVID-19 is defined as:
  - a. Coronavirus disease (COVID-19)
  - b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
  - c. any mutation or variation of SARS-CoV-2
  - d. any fear or threat of a), b) or c) above
  - e. any travel advice or warning, or fear or threat of any advice or warning.
- 29. Any expenses (medical travel or any other costs) relating directly or indirectly to the Ebola virus.
- 30. Loss or destruction or damage or any expense whatsoever resulting from ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- 31. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date except under Section B Emergency Medical and Additional Expenses, and Section D Personal Accident.
- 32. With the exception of Baggage (Section E), we will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - a. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
  - b. any computer virus;
  - c. any computer related hoax relating to a and/or b above.

However, as a result of your serious illness or injury or death, or that of a Close Business Colleague or Close Relative for claims arising under Section A (Cancellation and Curtailment), due to any of a, b or c above, subject to the terms and conditions of your policy, you are covered up to the

amount(s) stated in the schedule for:

- a. Cancellation and Curtailment (Section A);
- b. Medical Expenses (Section B); and
- c. Personal Accident Benefit (Section D)
- 33. Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 34. Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated.
- 35. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by Us or by anybody else (whether or not recommended by Us and/or acting on Our behalf) unless negligence on Our part can be demonstrated.
- 36. 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.
- 37. Any claim arising from air travel within 24 hours of scuba diving and any claims arising from solo diving, cave diving, wreck diving or diving for hire or reward, Loss of or damage to scuba diving equipment sustained whilst diving, loss of or damage to scuba diving equipment hired by the Insured Person.

It is warranted that You do not dive below 18 metres, 59 feet. Or to a depth of 30 metres, 100 feet, but only if You have a PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor.

Diving to 40 or 50 metres is only covered if the additional Activities and Sports cover under Categories 1 or 2 (pages 47 and 48) has been purchased and You have a PADI or equivalent qualification to dive to that depth and You are diving with a licensed and fully qualified instructor.

- 38. Any costs recoverable from another source
- 39. Any costs incurred by, or on behalf of, any person who is not insured under this policy.
- 40. Any claim arising from Your failure to obtain the required passport or visa.
- 41. Any claim brought (or the enforcement of any judgment or award entered against You) in the courts of the United States of America or Canada or their dominions or protectorates or territories in which it is contended that the laws of the United States of America or Canada should apply.
- 42. jumping or diving from piers, walls or rocks (e.g. tombstoning, high diving) unless an insured activity and the additional premium has been paid (e.g. bouldering, coasteering, deep water soloing);
- 43. climbing on top of or jumping from a vehicle;
- 44. jumping from a building or balcony;
- 45. climbing or moving from any external part of any building to another part (apart from stairs) and falling, regardless of its height; unless Your life is in danger or You are attempting to save human life.
- 46. mountaineering above 4,500 metres we will exclude altitude sickness and You must be accompanied at all times on treks, climbing or walks above this altitude. No cover shall operate if any safety requirements are not adhered to or appropriate safety gear worn as instructed.
- 47. Any costs recoverable from another source.
- 48. Any costs incurred by, or on behalf of, any person who is not insured under this policy.
- 49. Any claim arising from Your failure to obtain the required passport or visa.

50. Any claim brought (or the enforcement of any judgment or award entered against You) in the courts of the United States of America or Canada or their dominions or protectorates or territories in which it is contended that the laws of the United States of America or Canada should apply.

# **MAKING A CLAIM**

First, check Your Policy Certificate and the appropriate section of Your policy to make sure that what You are claiming for is covered.

The policy claim form, claimant's statement, and proof of claim must be mailed or e-mailed to Robin Assist at the following address:

# **Robin Assist**

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

t: +44 (20) 8089 5338 e: claims@robinassist.com

All claims must be notified within 28 days of Your return on a policy claim form, accompanied by original invoices, receipts, reports, etc (proof of claim). Please refer to the relevant section of Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend You use registered post.

In order to handle claims quickly, We may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System), IBAN or other electronic banking system or payment method, You will be responsible for supplying Us with the correct bank account or other payment details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the account designated by You, We shall have no further liability or responsibility in respect of the payment, and it shall be Your sole responsibility to make collection of any misdirected payment if incorrect details having been provided to Us.

# **HOW TO MAKE A COMPLAINT**

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing You with the highest standard of service.

If You wish to make a complaint, You can do so at any time by referring the matter to either battleface Insurance Services or the complaints team at Lloyd's.

#### battleface Insurance Services

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

t: +44 (20) 8089 5338 f: +44 (20) 3608 1283

e: complaints@battleface.com

The address of the Complaints team at Lloyd's is:

Complaints Lloyd's One Lime Street London EC3M 7HA

t: +44 (20) 7327 5693 f: +44 (20) 7327 5225 e: complaints@lloyds.com w: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at **www.lloyds.com/complaints** and is also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

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

t: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

t: 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at **www.financial-ombudsman.org.uk**.

If You have purchased Your policy online You can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr

Your legal rights are not affected.

#### **Several Liability Notice**

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

#### **Sanction Limitation and Exclusion Clause**

No Underwriter shall be deemed to provide cover and no Underwriter shall be liable to pay any claim or provide any benefit to the extent that the provision of cover, payment of a claim or provision of any benefit that would expose that Underwriter to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Language of Contract**

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand the contract and agree to be bound by its terms and conditions.

# **GOVERNING LAW AND JURISDICTION**

The law and jurisdiction governing this insurance and the agent for service of suit depends on the territory which You declare as Your Home Country. For certain territories, the schedule below details the applicable law and jurisdiction.

For other territories, You and We are free to choose the law that applies. However, unless specifically agreed otherwise:

- a. this insurance shall be governed exclusively by the law and practice of England and Wales;
- b. and any litigation arising under, out of or in connection with this insurance shall be subject to the exclusive jurisdiction of any competent court in England.

The agent for service of suit shall be:

## Clyde & Co

The St. Botolph Building 138 Houndsditch London EC3A 7AG England

**t:** +44 (20) 7876 5000 f: +44 (20) 7876 5111 **e: info@clydeco.com** 

Underwriters hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to them care of the parties indicated.

Underwriters, by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any summonses, notices or processes by reason of their residence or domicile in England.

Any service which is carried out in accordance with the above manner shall be without prejudice to any other alternative method of service provided by law.

Territory	Law	Jurisdiction	Agent for Service of Suit
Anguilla	Anguilla	Anguilla	Marva Thompson M&R Corporate Services Limited Hansa Bank Building Cosely Drive The Valley Anguilla Al2640
Antigua	English	Antigua	Johnson Gardiner 51A St. Mary's Street St. John's Antigua t: (268) 562-1378 f: (268) 562-0232
Bahamas	English	Bahamas	Higgs & Johnson Ocean Centre Montagu Foreshore East Bay Street P.O. Box N-3247 Nassau, Bahamas
Barbados	English	Barbados	Juris Chambers Wildey Business Park Wildey Road St Michael, Barbados t: + 1 246 429-5320 f: + 1 246 429-2206
Bermuda	English	Bermuda	Appleby Global Canon's Court 22 Victoria Street PO Box HM 1179 Hamilton HM EX Bermuda
Cayman Islands	English	Cayman Islands	Marine Surveyors Cayman Ltd. Attn: Michael Pickthorne PO Box 2584 GT Grand Cayman KY1-1103 Cayman Islands
Dominica	English	Dominica	HHV Whitchurch & Co Ltd. P.O. Box 771 Old Street, Roseau Commonwealth of Dominica West Indies t: 1 (767) 448 2181 f: 1 (767) 448 5787

Territory	Law	Jurisdiction	Agent for Service of Suit
French Polynesia	French Polynesia	French Polynesia	Lloyd's France SAS 8/10 Rue Lamennais 75008 Paris France t: + 33 (0)1 42 60 43 43 or +44 (0) 207 327 7038 f: + 33 (0)1 42 60 14 41 e: lloydsparis@lloyds.com
Grenada	English	Grenada	Jonas Browne and Hubbard (Grenada) Carenage St George's, Grenada t: +1 473 440 2087 f: +1 473 440 4008
Jamaica	Jamaican	Jamaica	R S Gamble (1998 Ltd) 40 Second Street New Port West Kingston Jamaica
Lithuania	English	England	Mr Tomas Kontautas Lloyd's General Representative for Lithuania c/o Sorainen Jogailos 4 01116 Vilnius Lithuania
Malta	English	Malta	Dr. Louis Cassar Pullicino Director, Lloyd's Malta Ltd c/o Ganado Advocates 171 Old Bakery Street Valletta VLT 1455 Malta
Mauritius	English	England	Mr Paul Halpin Lloyd's General Representative in Mauritius 1st Floor Riverview Commercial Centre Les Gorges Road Black River Mauritius

Territory	Law	Jurisdiction	Agent for Service of Suit
South Africa	South Africa	South Africa	Lloyd's South Africa 15th Floor The Forum 2 Maude Street Sandton 2196 South Africa t: +27 (11) 505 0000 f: +27 (11) 505 0001
Trinidad and Tobago	English	Trinidad and Tobago	Huggins Services Ltd. P.O. Bag 26 B 26 Kitchener Street Wodbrook Trinidad West Indies Mikhail K. Ali t: 868 622 9588 e: operations.hsl@gmail.com
Zimbabwe	Zimbabwe	Zimbabwe	Mr. David Birch Lloyd's Principal Officer in Zimbabwe THI House Mount Pleasant Office Park Harare Zimbabwe t: +263 4 369913 f: +263 (0) 772 236193 e: dbtobhail@yoafrica.com

## **CANCELLATION OF YOUR POLICY**

Cancelling this Policy and Cooling-off period

#### **Cancellation by You**

If the policy cover is not suitable and You want to cancel We will refund the premium in full, provided You have made the request within 14 days of receiving the policy documentation or before the start date of the policy whichever date is latest.

If You request cancellation later than 14 days after receipt of the policy documentation or after the start date of the policy, whichever is latest, We will issue you a pro-rata refund of the premiums paid, up to 60 days after receipt of the policy documents.

Any cancellation made **after 60 days has passed from receipt of the policy documentation** will not receive any refund.

Cancellation and premium refunds will only be provided where no claims have been made and You are not intending to make any claim.

To request cancellation You must e-mail or call us on:

#### e: uk@battleface.com

t: +44 (20) 8089 5338

#### Cancellation by Us

We may cancel this policy by giving You 30 days notice in writing, which will be sent by post to the last address we hold for You. We will only do this for a valid reason including (but not limited to) non-payment of premium.

We may also cancel the policy if You commit a fraud which includes doing any of the following:

- a. making any untrue statements to Us;
- b. failing to disclose any material facts relevant to the policy or a claim;
- c. acting fraudulently in any other way.

If We cancel the policy because of fraud, the Policy will become void. If this happens, We will return all the policy premiums paid.

## DATA PROTECTION INFORMATION NOTICE

#### Your personal information notice

#### Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the Policy Certificate.

#### The basics

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet Our legal obligations.

This information includes Your name, address and contact details and any other information that We collect about You in connection with the insurance cover from which You benefit. This information may include more sensitive information about Your health and any criminal convictions You may have.

In certain circumstances, We may need Your consent to process certain categories of information about You (including sensitive details including information about Your health and any criminal convictions You may have). Where We need Your consent, We will ask You for it separately. You do not have to give Your consent and You may withdraw Your consent at any time. However, if You do not give Your consent, or You withdraw Your consent, this may affect Our ability to provide the insurance cover from which You benefit and may prevent Us from providing cover for You or handling Your claims.

The way insurance works means that Your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose Your personal information in connection with the insurance cover that We provide and to the extent required or permitted by law.

#### Other people's details You provide to Us

Where You provide Us or Your agent or broker with details about other people, You must provide this notice to them.

#### Want more details?

For more information about how We use Our personal information, please see Our full privacy notice, which is available online on Our Website or in other formats on request.

#### **Contacting Us and Your rights**

You have rights in relation to the information We hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how We use Your information or request a copy of Our full privacy notice(s), please contact Us, or the agent or broker that arranged Your insurance who will provide You with Our contact details at:

#### **Hamilton Managing Agency**

Level 3, Fenchurch Place, London, EC3M 4AJ

# FINANCIAL SERVICES COMPENSATION SCHEME

Underwriters at Lloyd's and battleface Insurance Services Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the **www.fscs.org.uk** website.

battleface Insurance Services Limited, Registered number: 08317678,

Registered Offic**e:**Suite 24, 80 Churchill Square, Kings Hill,
West Malling, Kent, ME19 4YU,
UK

battleface Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, FRN 774757.

The above details can be checked on the Financial Services Register by visiting the Financial Conduct Authority website and searching by Firm Reference Number (FRN).

## **ACTIVITIES AND SPORTS**

#### We will not cover any Trip where the primary purpose is to:

- a. set or break a speed, distance, endurance or other record;
- b. to participate in a commercial film, documentary or other program;
- c. to test a product.

Unless this has been declared in advance to Us and We have agreed in writing to provide cover for the activities.

#### Please note when participating in any approved sport or activity, cover is accepted provided that:

- a. You have not been advised by a doctor against participating in any sport or activity;
- b. You wear and/or use the recommended/recognised safety equipment and;
- c. You follow safety procedures, rules and regulations as specified by the activity organisers and/or providers.

Please also refer to the General Exclusions on page 31 and the relevant exclusions under each Section of this insurance, which continue to apply.

Please specifically note the exclusion under Section G - Personal Liability relating to the ownership or use of: airborne craft, horse-drawn, motorised, mechanically-propelled or towed vehicles, vessels, sail or powered boat (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), firearms.

## **Automatically included Activities and Sports:**

Provided You are under 75 years of age at the date of buying this Policy, cover is available for the activities and sports listed below at no extra charge:

Abseiling	Orienteering
Aerial Safaris (with a licensed operator)	Paddle Boarding (within half a mile, 1 kilometre, of the coast)
Angling	Paragliding (tandem with a licensed operator)
Archery (supervised)	Parasailing (towed by boat by a licensed operator)
Badminton	Parachuting (static line or tandem with a licensed operator)
Banana Boating	Pedalo
Beach Games	Pony Trekking (protective headgear must be worn)
Boccia	Quad Biking (non-competitive, booked with a licensed operator. Protective headgear must be worn)
Bowls - indoor and crown green	Racket Ball
Boxing Training (no contact)	Rambling
Bungee Jumping (with a licensed operator)	Refereeing and Umpiring
Camel Riding	River Canoeing, Kayaking and Rafting (in calm water excluding the sea or white water grade 4 or above)
Clay Pigeon Shooting (supervised)	Roller Blading
Cricket	Rounders
Croquet	Rowing (inland waters)
Curling	Running (including distances up to marathons in major cities or towns)
Cycling (non-competitive, sportives, etapes and mountain biking on designated tracks)	Safaris (provided that the Insured Person will not be using firearms or bow and arrows and it is booked with a licensed operator)
Elephant Riding/Trekking (supervised)	Sail Boarding
Eton Fives	Sailing and Yachting (within 12 miles, 20 kilometres, of the coast)
Fell Running	Sand Safaris
Fell Walking	Sand Surfing

Fencing	Scuba Diving to a depth of 18 metres, 59 feet, as standard. Or to a depth of 30 metres, 100 feet, maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or for solo diving, Cave diving or Wreck diving.
Fishing (excluding Deep Sea Fishing)	Skating
Fitness Training and Gym Work	Snorkelling
Floorball	Softball
Goalball	Squash
Golf	Surfing (within 5 miles, 8 kilometres, of the coast)
Gymnastics (non-competitive)	Swimming (in swimming pool or within half a mile, 1 kilometre, of the coast)
Handball	Table Tennis
Hang Gliding (tandem with a licensed operator)	Technical Support (coach, manager and technicians)
High Diving from a purpose-built diving board, not exceeding 5 metres, 16 feet, over a man-made pool	Ten Pin Bowling
High Ropes (with a licensed operator)	Tennis
Hiking (established and documented paths/tracks and mapped routes)	Trekking (established, documented, paths/tracks/mapped routes with a licensed professional local guide)
Hot Air Ballooning	Tug-of-War
Horse Riding (protective headgear must be worn). Excluding jumping, trials, hunting, racing, jousting and competitive riding.	Underground Activities (as part of an organised excursion or tour)
Ice Skating (non-competitive)	Via Ferrata
Jet Boating (as a passenger)	Volleyball
Jet Skiing (with a licensed operator)	War Games
Korfball	Water Polo
Mechanics	Water Skiing (excluding jumping)
Mountaineering up to 4500m, 14,765 feet, no use of ropes or guides, no sheer face or free climbing, must follow man made paths	Weightlifting (non-competitive)
Netball	Wheelchair Racing
Obstacle Course Racing	Wheelchair Tennis
Sea Canoeing (within half a mile, 1 kilometre, of the coast)	Wind Surfing (non-competitive)
Sea Kayaking (within half a mile, 1 kilometre, of the coast)	

## The following recreational winter sports are covered as standard if the winter sports extension is taken (excluding competitions):

- a. Cross Country Skiing on recognised paths;
- b. Husky Sledging as a passenger and booked with a licensed operator;
- c. Skiing/Snowboarding excluding ski touring (including off piste in areas considered safe by the ski
- d. resort management or local ski school);
- e. Ski Boarding;
- f. Sledging;
- g. Sleigh Riding with a licensed operator;
- h. Snowmobiling (with a licensed operator);
- i. Snowshoeing in areas considered safe by the ski resort management or local ski school;
- j. Telemark Skiing in areas considered safe by the ski resort management or local ski school.

### **Optional Activities and Sports Extensions**

The Activities and Sports listed in Categories 1, 2 and 3 may be covered upon payment of an additional premium.

#### **Category 1:**

Aquathon	Outrigger Canoeing (up to grade 3)
Bike Polo	Outward Bound courses
Baseball (amateur)	Pistol Shooting
Clay Pigeon Shooting (competition)	Rifle Shooting
Cycling (road and track competition)	Roller Hockey
Cyclocross Racing	Rowing (within half a mile, 1 kilometre, of the coast)
Cycle Speedway	Scuba Diving to a depth of 40 metres, 135 feet, maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or for solo diving, Cave diving or Wreck diving
Deep Sea Fishing (within 12 miles, 20 kilometres, of the coast)	Skateboarding
Dragon Boat Racing (on inland waterways or within half a mile, 1 kilometre, of the coast)	Touch Rugby
Dressage	Tough Guy / Tough Mudder or similar
Duathlon	Triathlon
Field Hockey	Weight Lifting (competition)

Football / Soccer (amateur)	Windsurfing (competition within 12 miles, 20 kilometres, of the coast)
Gymnastics (Competitive)	Wheelchair Fencing
Ice Skating	
Ironman	
Lacrosse	
Microlighting (one-off flight as a passenger only)	
Open Water Swimming (must be organised and With a support boat)	

#### If the winter sports extension is taken Category 1 includes:

- a. Biathlon (winter);
- b. Cross Country Skiing (competition);
- c. Mono Skiing (on snow).

#### Category 2:

Includes all Category 1 Activities and Sports plus:

Includes all Category 1 Activities and Sports plus:	Mountaineering up to 4500m, 14,765 feet, including the use of ropes / guides, no free climbing / no solo climbing
Aikido	Polo
BMX (racing and training)	Rugby Union or League (amateur)
Car Track days (run under accredited National Sporting Authorities' regulations)	Scuba Diving to a depth of 50 metres, 165 feet, maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or for solo diving, Cave diving or Wreck diving
Ice Hockey	Sea Canoeing (within 12 miles, 20 kilometres, of the coast)
Jiu Jitsu (excluding Brazilian Jiu Jitsu)	Sea Kayaking (within 12 miles, 20 kilometres, of the coast)
Judo	Short Track Speed Skating
Kendo	Shotakan Karate or derivatives
Land Skiing	Surfing more than 5 miles, 8 kilometres, from the coast as part of an organised tour
Marathon des Sables	Taekwondo
Modern Pentathlon	Wushu

#### If the winter sports extension is taken Category 2 includes all Category 1 activities plus:

- a. Skiing (competition excluding freestyle and jumping);
- b. Snowboarding (competition excluding free style and jumping);
- c. Tobogganing.

#### Category 3:

Includes all Category 1 and 2 Activities and Sports plus:

American Football	Mountain Biking (competition on designated tracks)
Australian Rules football	Mountaineering up to 6,000m, 19,685 feet, including the use of ropes / guides, no free climbing, No altitude sickness cover above 4,500 metres, must be accompanied at all times on treks or climbs
Deep Sea Fishing (more than 12 miles, 20 kilometres, off the coast)	Motor Racing (FIA/local ASN approved)
Gaelic Football	Outrigger Canoeing (grades 4 & 5)
Gliding	Parachuting (excluding solo free fall)
Go Karting (on licensed circuits)	Power Boating (competitive)
Hang Gliding	River Canoeing, Kayaking and Rafting (grades 4 & 5)
Kite Surfing (within 5 miles, 8 kilometres, of the coast)	Sailing, Yachting and Cruising (beyond 12 miles, 20 kilometres, off the coast but excluding cross ocean)
Microlighting	Wheelchair Rugby

#### If the winter sports extension is taken Category 3 includes all Category 1 and 2 activities plus:

- a. Heli-Skiing with a licensed operator and local guide;
- b. Ski Touring with a fully locally licensed guide provided that all instructions given by the guide are followed.

## **Excluded Activites and Sports**

Any organised competitive or professional sporting event or activity	Parascending over land
Abseiling (without a licensed operator)	Rock or Ice climbing
Big game hunting	Safaris (where the Insured Person will be using a firearm)
BMX stunt riding	Sailing (cross ocean)
Boxing	Scuba diving below 50 metres or when flying within 24 hours of last dive
Bungee jumping (without a licensed operator)	Show jumping
Extreme downhill mountain biking	Sky diving (unless tandem with licensed operator)
Free climb mountaineering	Sky surfing
Freediving	Stunt events
Gymnastics (competitive)	Underground activities (other than as part of an organised excursion or tour)
High diving (other than from a purpose built diving board over a man made swimming pool, maximum 5 metres)	Water-ski jumping
Horse riding involving jumping, trials, hunting, racing or jousting	White water rafting (in sea or grade 6 or above)
Martial arts (other than those shown as covered in the relevant categories)	Wrestling
Mountaineering in excess of 6,000 metres, 19,685 feet	
Outdoor endurance sports	

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