



ABTA  
Travel Insurance

# ABTA Travel Insurance policy wording



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# Travel Insurance – Useful Information

## Claims Notification

To make a claim please call 0203 093 0768.  
For medical assistance and repatriation claims please call +44 (0)203 093 0768.

## Making yourself heard

Any complaint you may have should in the first instance be addressed to the relevant helpline as outlined within the policy wording.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the 'Complaints procedure' section.

## Financial Services Compensation Scheme (FSCS)

In the unlikely event that Inter Partner Assistance is unable to meet its obligations, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom.

Call: 0800 678 1100 or 020 7741 4100, Fax: 020 7741 4101

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Cancellation Period

**You** are free to cancel this policy at any time. If **you** wish to cancel within 14 days of receipt of the policy documents, you may do so by contacting **us** on 0203 093 0767 for a full refund providing **you** have not travelled and no claim has been made. If **you** cancel after the first 14 days of receipt of the documents, no premium refund will be made.

# About your policy wording

If **you** have any queries about **your** cover, **you** can call **us** on the number listed in the 'Important telephone numbers' section.

Please make sure **you** have **your** policy number when **you** call. **We** want **you** to get the most from **your** policy and to do this **you** should:

- read **your** policy wording and make sure **you** are covered for the sort of losses/incidents **you** think might happen
- make sure that **you** understand the exclusions and conditions which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make.

Remember, no policy covers everything. **We** do not cover certain things such as, but not limited to:

- **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section (unless **you** have contacted **us** and **we** have accepted in writing)
- Losses that **we** do not state are specifically covered
- Any circumstances known to **you** before **you** purchased your policy or at the time of booking any **trip** which could reasonably have been expected to lead

to a claim under this policy will not be covered.

- The intention of this policy is to cover the entire **trip**. The policy will need to cover the date that **your trip** begins until the date **you** return to the **UK** inclusive
- Any **trip** that has already begun when **you** purchased this insurance
- Losses which occur outside of a valid **trip** (with the exception of Section 1 – Cancelling or **cutting short** a **trip**, see the definition of **Insurance period** for full details).

The things which are not covered by **your** policy are stated:

- In the 'General exclusions applying to **your** policy'
- Under 'What IS NOT covered' in each section of cover.

If **we** do not state that something is covered, **you** should assume that it is not covered.

# Introduction

This is **your** travel insurance policy. It contains details of what is covered, what is not covered and the conditions for each **insured person** and is the basis on which all claims will be settled.

It is confirmed by the issue of the policy schedule which should be read in conjunction with this policy wording.

In return for having accepted **your** premium **we** will provide insurance in accordance with the sections of **your** policy as referred to in **your** policy schedule.

The policy schedule is part of the policy.

When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions.

**We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete.

If **you** need to make any changes to the details contained in **your** policy schedule, **you** should contact **us** as soon as possible. **We** will then advise if those changes can be made and whether any additional premium is required.

# Words with special meanings

Throughout **your** policy wording, certain words are shown in **bold type**. These words have special meanings which are listed below.

Section 5a Legal expenses and assistance and Section 6 Personal accident have unique 'Words with special meanings' which can be found at the beginning of the section.



## Accident(s)/Accidental

A physical injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.



## Baggage

Any item(s) which belong to **you** which are worn, used or carried by **you** during a **trip** (but excluding **valuables**, **ski equipment** and **personal money** and **important documents**).



## Catastrophe

Means:

- fire
- flood
- earthquake
- explosion
- volcanic eruption and/or volcanic ash clouds
- tsunami
- landslide
- avalanche
- hurricane
- storm
- civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising
- an outbreak of food poisoning or an infectious disease

meaning **you** cannot use **your** booked accommodation.



## Close relative

**Your** mother, father, sister, brother, fiancé(e), wife, husband, civil partner, domestic partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, step parent, step child, step sibling, aunt, uncle, niece, nephew, next of kin or guardian.



## Colleague

An associate in the same employment as **you** in the **UK**, whose absence from work necessitates **your** stay in or return to the **UK**.



## Cruise

A **trip** involving a sea or river voyage of more than one night, where transport and accommodation is primarily on an ocean/river going passenger ship, liner or cruiser.



## Cut short/Cutting short

Either:

- a) **you cutting short** the **trip** after **you** leave **your home** by direct early return to **your home**
- b) **you** attending a hospital outside **your home area** as an in-patient or being confined to **your** accommodation abroad due to **personal quarantine**, in either case for a period in excess of 48 hours.

Claims will be calculated on the number of nights of **your trip you** missed due to **your** early return or the number of nights which **you** were hospitalised, quarantined or confined to **your** accommodation.

Claims under part b), above, will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or the Emergency Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any unused travel and accommodation costs and expenses they have not used by remaining with **you**.



## Excess

The amount **you** pay per person per incident but is limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.

If **you** use a Reciprocal Health Arrangement or any other arrangement with another country to reduce **your** medical expenses, **you** won't have to pay an **excess**.



## Home

**Your** home address listed on **your** schedule.



## Home area

For residents of the **UK** excluding Channel Islands and Isle of Man **your home area** means the **UK** excluding the Channel Islands and Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home area** means either the particular Channel Island on which **you** live or the Isle of Man depending on where **your home** is.



## Important documents

Passport, travel tickets, visas, travel permits, bio-metric card and driving licence.



## Insurance period

If annual multi **trip** cover is selected: cover is provided for the 12 month period as stated in the policy schedule. During this period, any **trip** not exceeding the maximum nights shown in **your** policy schedule is covered. Section 1 – Cancelling or **cutting short** a **trip** cover will start from the date stated in the policy schedule or the time of booking any **trip** (whichever is the later date).

If single **trip** cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule. Under these policies **you** will be covered under Section 1 – Cancelling or **cutting short** a **trip** from the time **you** pay the premium.

For either annual multi **trip** or single **trip**: cover for all other sections applies for the length of each **trip**. The **insurance**

**period** is automatically extended in the event that **you** return to **your home area** is unavoidably delayed due to an event covered by this policy.



#### **Insured Person/You/Your**

Each person travelling on a **trip** who is named on the policy schedule.



#### **Insurer**

Inter Partner Assistance S.A.



#### **Medical condition**

Any disease, illness or injury.



#### **Medical practitioner**

A registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.



#### **Personal money**

Travellers' and other cheques, event and entertainment tickets and pre-paid vouchers.



#### **Personal quarantine**

A period of time where **you** are suspected of carrying an infection or have been exposed to an infection and as a result are confined or isolated on the orders of a medical professional or public health board in an effort to prevent disease from spreading.



#### **Pregnancy complication**

- Toxaemia
- gestational hypertension
- gestational diabetes
- pre-eclampsia

- ectopic pregnancy
- molar pregnancy
- post-partum haemorrhage
- retained placenta membrane
- placental abruption
- hyperemesis gravidarum
- placenta praevia
- stillbirths
- miscarriage
- termination for medical reasons
- any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.



#### **Pre-existing medical condition**

Any of the following **medical conditions** from which **you** have suffered from or received medical advice, treatment (including surgery, tests, investigations by **your** doctor/consultant/specialist) or prescribed drugs or medication in the last five years:

- Any cancer condition
- Any heart-related or blood circulatory condition (including high blood pressure and high cholesterol)
- Any diabetic condition
- Any neurological condition
- Any breathing condition
- Any renal, kidney or liver condition
- Any psychiatric or psychological condition (including anxiety, stress and depression)

And/or

- Any other **medical condition** for which **you** have been prescribed medication or which **you** have received or are waiting to receive treatment (including surgery,

tests or investigations) within the last 12 months.



### Pre-paid charges

Charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions and green fees.

- Ski school fees, lift passes and hired **ski equipment** will only be covered provided **you** have purchased the additional Winter Sports section
- Costs associated with a sport or activity will only be covered providing **your** policy covers **you** for that sport or activity.



### Public transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable, and pre-booked taxis.



### Redundant/Redundancy

Being made unemployed through the loss of permanent paid employment (except voluntary redundancy) and at the time of purchasing the policy **you**, or **your travelling companion** had no reason to suspect that **you** would be made **redundant**.



### Regional quarantine

Any period of restricted movement or isolation, including national lockdowns, within **your home area** or destination country imposed on a community or geographic location, such as a county or region, by a government or public authority.



### Ski equipment

Skis (including bindings), ski boots, ski poles and snow boards.



### Ski pack

Ski school fees, lift passes and hired **ski equipment**.



### Terrorist action

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- The apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of
- the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.



### Travelling companion

Any person with whom **you** are travelling/staying or have arranged to travel/stay with. This person does not have to be insured by **your** policy.



### Trip(s)

The period of time spent away from **your home** on pre-booked business or leisure travel.

Any **trips** to a country, specific area or event when the Foreign, Commonwealth & Development Office (FCDO) or a regulatory authority in a country to/from which **you** are travelling has advised against all but essential travel are not covered.

If single **trip** cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule.

If annual multi **trip** cover is selected: the maximum duration of any one **trip** is shown in **your** policy schedule. If any **trip** exceeds **your** maximum number of nights there is no cover under this policy for any of **your trip**.

**Trips** outside of the **UK** must start and end in **your home area**.

**Your** policy is valid for travel within **your home area** where **you** have at least 2 nights planned with either:

- pre-booked accommodation or
- pre-booked transport at least 50 miles from **your home**.

**Please note:** Any trips to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **you** are travelling has advised against all travel or all but essential travel are not covered.



### UK

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



### Unattended

When **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.



### Valuables

Means the below list (including any associated equipment):

- jewellery
- watches
- fitness trackers
- cameras
- camcorders
- sat navs
- drones
- telecommunications equipment (including mobile phones)
- other electronic entertainment devices (including but not limited to MP3 or 4 players, handheld games consoles, tablets, e-readers, and headphones).



### We/Us/Our

The service provider arranged by Inter Partner Assistance S.A.



### You/Your/Yourself

See the definition of **Insured person**.

# About your insurance contract

**Your** policy is a legal contract between **you** and **us**.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However **your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

## The Insurer

This policy is underwritten by Inter Partner Assistance S.A. Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our**

obligations to **you**. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Contact them at [www.fscs.org.uk](http://www.fscs.org.uk) or call them on 0207 741 4100

## Our part of the insurance contract is as follows

**We** provide the cover set out in **your** policy wording.

## Cancellation

**We** reserve the right to cancel the policy by providing 21 days' notice by registered post to **your** last known address on the following grounds:

- a) If **you** make a fraudulent claim
- b) If **you** are or have been engaged in criminal or unlawful activities
- c) If any policy in **your** name is added to the Insurance Fraud Register
- d) If **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

In each case no refund of premium will be made.

## Duration

This policy lasts for a period of 12 months, or if it is for a single **trip** – *Please refer to **your** policy schedule for **your** selected cover.*

### Automatic renewals on annual multi trip policies

If **you** selected to automatically renew **your** policy, contact **us** after **you** have purchased the policy by calling **us** on 0203 093 0767. Alternatively, **you** can opt-out by accessing **your** online account and following the on-screen instructions.'

**We** will contact **you** at least 21 days before the end of **your insurance period**. If **you** still meet **our** eligibility criteria, **we** will seek to automatically renew **your** policy by using the latest details **you** provided to **us**. **You** will also be provided with a renewal invitation which **you** should check to ensure all **your** details are still correct and relevant. **Your** renewal invitation will have information on how **you** can make changes to **your** details or tell **us** if **you** do not wish to renew **your** insurance before **your** renewal date.

### Non-payment of premiums

Where **we** have been unable to collect a premium payment **we** will contact **you** in writing to request payment. If **we** do not receive payment by the date **we** state, **we** will write to **you** again notifying **you** that payment has not been received and ask **you** to pay the outstanding amount. If payment is not received by the date **we** provide **we** will cancel the policy with immediate effect and notify **you** in writing.

### Cancellation period

**You** are free to cancel this policy at any time. If **you** wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the

later, **you** may do so by contacting **us** on 0203 093 0767 or writing to **us** for a full refund providing **you** have not travelled and no claim has been made. If **you** cancel after the first 14 days of receipt of the documents, no premium refund will be made.

### Conditions which apply to your policy

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown in the 'Exclusions and conditions' section. If **you** do not keep to these conditions, **we** may decline **your** claim.

### You must prevent loss, theft or damage

All persons covered by **your** policy must take reasonable steps to prevent loss, theft or damage to everything covered under **your** policy.

**You** should not put **yourself** at needless risk (except in an attempt to save human life).

Failure to take reasonable steps to prevent loss, theft or damage will result in a deduction from any claim payment, or may result in **your** claim being declined in full.

### Reciprocal Health Agreements - European Union (not including the EEA or Switzerland)

If **you** are travelling to countries within the European Union (EU), not including the EEA or Switzerland, **you** are strongly advised to obtain a Global Health Insurance Card (GHIC). **You** can apply for a GHIC either online at [www.ghic.org.uk](http://www.ghic.org.uk) or by telephoning 0300 330 1350. This will entitle **you** to benefit from the health

care arrangements which exist between countries within the EU.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a Global Health Insurance Card or private health insurance, **we** will not deduct the excess under EMERGENCY MEDICAL EXPENSES.

### Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office.

**You** do not need to enrol on arrival, but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office. Alternatively, please call the Emergency Assistance Service for guidance. If **you** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

### New Zealand

**UK** citizens on a short-term visit to New Zealand are eligible for treatment (medical, hospital and related) on the same basis as citizens of New Zealand. If the treatment relates to an existing **medical condition** or a new condition arises, then a **medical practitioner** must agree in each case that prompt treatment is needed before **your trip** ends, if treatment is to be provided under the Reciprocal Health Agreement. **You** will also need to show **your UK** passport. **You** will however have to pay the same charges as New Zealanders for treatment at a doctor's surgery or for prescribed medication.

# Pre-existing medical conditions

**You** must comply with the following conditions to have the full protection of **your** policy.

**You** must tell **us** of all **your pre-existing medical conditions**. If **you** fail to declare any **pre-existing medical conditions** **we** may refuse to deal with **your** claim or reduce the amount of any relevant claims, even if a claim is not related to an undisclosed **pre-existing medical condition**.

It is a condition of this policy that **you** will not be covered under the following sections:

- Section 1 – Cancelling or **cutting short a trip**
- Section 2 – Medical emergency and repatriation expenses
- Section 6 – Personal accident
- Section 7 – **Cruise** cover

for any claims arising directly or indirectly from:

At the time of taking out this insurance:

1. Any **pre-existing medical condition(s)** that **you** have unless **you** have contacted **us** on 0203 093 0767 or completed a medical screening online and **we** have agreed, in writing, to cover **your medical conditions**
2. Any **medical condition(s)** **you** have been referred for investigations at a hospital, clinic or nursing home but which **you** have not yet had a diagnosis unless **you** contact **us** on 0203 093 0767 or completed a medical screening online and **we** have agreed, in writing, to cover **your pre-existing medical condition(s)**.

At any time:

- i Any **medical condition** or **pregnancy complication** **you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite which **you** still travel
- ii Any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures)
- iii Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**
- iv **You** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

If **your** health changes (requiring **you** to seek medical assessment or treatment by a **medical practitioner** at a surgery, clinic or hospital) after the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued, **you** must contact **us** to make sure **your** cover is not affected.

# Sports and other activities

## Covered as standard without charge

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational and non-professional basis during any **trip**. Any involvement in these sports and/or activities is subject to **you** following local laws and regulations and the use of recommended safety equipment.

There is no cover under Section 5 – Legal and Liability for sports or activities marked with\*

- Abseiling (*within organisers guidelines*)
- Administrative, clerical or professional occupations\*
- Aerobics
- Amateur athletics (track and field)
- Archaeological digging (*use of hand tools only*)
- Archery
- Badminton
- Banana boating/donuts/inflatables behind power boat
- Baseball (*amateur*)
- Basketball (*amateur*)
- Beach games
- Bicycle riding/Cycling wearing a helmet where required (*excluding any participation in extreme events, racing or competitions*) height restricted to maximum of 2,500 metres above sea level
- Billiards/snooker/pool
- BMX riding (*wearing a helmet and no racing, stunts or obstacles*) up to 2,500 metres above sea level
- Body boarding (*boogie boarding*)
- Bowls
- Breathing observation bubble (*BOB*)
- Bungee jumping/swoop within organisers guidelines and wearing appropriate gear
- Camel riding\*
- Camp America – counsellor
- Canoeing (*up to grade 2 rivers*)
- Capoeira – no contact – dance movement only
- Caring for children\* (*au pair/nanny*)
- Catamaran sailing\* (*if qualified and no racing*)
- Clay pigeon shooting
- Climbing (*indoors on climbing wall only*)
- Cricket (*amateur*)
- Croquet
- Cross country running
- Curling (*amateur*)
- Cycling (*wearing a helmet and no racing*) up to 2,500 metres above sea level
- Dancing (*including instruction*)
- Deep sea fishing
- Dinghy sailing (*no racing*)

- Driving motorised vehicles\* (*excluding Quad bikes and Buggies*) for which **you** are licenced to drive in the **UK** (*other than in races, motor rallies or competitions*) and wearing a helmet if driving a motorbike, moped, scooter, Segway or assisted bicycle and wearing a seatbelt when travelling in a motorised vehicle where a seatbelt is available for use
- Extreme frisbees (*amusement park rides*)
- Falconry
- Fell walking/running (*up to 2,500 metres above sea level*)
- Fencing (*training only*)
- Fishing
- Fives
- Flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- Flying fox (*cable car*)
- Football (*amateur only, no coaching and not main purpose of trip*)
- Freefall/sky diving simulator
- Frisbee/ultimate frisbee
- Glass bottom boats/bubbles\*
- Go karting\* (*amateur only and within organisers guidelines*)
- Golf
- Great Wall of China
- Handball (*amateur*)
- Helicopter rides (*as a fare paying passenger in licensed aircraft*)
- Hobie catting\* (*if qualified and no racing*)
- Horse riding (*wearing a helmet and excluding competitions, racing, jumping and hunting*)
- Hot air ballooning (*organised pleasure rides only*)
- Hovercraft driving/passenger\*
- Hurling (*amateur only and not main purpose of trip*)
- Husky/horse/reindeer sledging or sleigh riding as an activity as a passenger only with a local driver and not on snow
- Hydro zorbing
- Indoor climbing (*on climbing wall*)
- Indoor skating/skateboarding (*wearing pads and helmets*)
- Inline skating/roller blading (*wearing pads and helmets*)
- Javelin throwing (*amateur*)
- Jet boating\* (*excluding racing and/or competitions*)
- Jogging
- Karting\* (*wearing a helmet and no racing*)
- Kayaking (*up to grade 2 rivers*)
- Kayaking – sea (*within sight of land*)
- Korfball (*amateur*)
- Netball (*amateur*)
- Octopush
- Orienteering
- Paint balling/war games\* (*wearing eye protection*)
- Parasailing/parascending – over water
- Pedalos
- Pilates
- Pony trekking (*wearing a helmet*)
- Power boating\*
- Racket ball
- Rambling

- Refereeing (*amateur only*)
- Ringos
- Roller skating/blading/in-line skating (*wearing pads and helmets*)
- Rounders (*amateur*)
- Rowing (*no racing*)
- Running (*non-competitive, not part of a triathlon and not a marathon of any type*)
- Safari trekking/tracking in the bush (*must be organised tour*)
- Sail boarding/wind surfing
- Sailing/yachting\* (*if qualified or accompanied by a qualified person and no racing*)
- Sand boarding/sand dunes/sand surfing/sand skiing
- Sand yachting\* (*no racing*)
- Scuba diving up to depth of 18 metres (*if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after **your** last dive*)
- Sea canoeing/kayaking (*within sight of land*)
- Segway riding\* (*organised tours only, wearing correct safety equipment including a helmet*)
- Shooting/small bore target/rifle range shooting (*within organisers guidelines*)
- Skateboarding (*wearing pads and helmets*)
- Sledging/sleigh riding as a passenger (pulled by a horse or reindeer) with a maximum of 2 nights for Lapland trips
- Snorkelling
- Softball (*amateur*)
- Spear fishing (*without tanks*)
- Speed sailing\* (*no racing*)
- Squash
- Students working as counsellors or university exchanges for practical course work\* (*non-manual*)
- Surfing (*including on-board surf simulators*)
- Swimming (*excluding competitions or racing*)
- Swimming with dolphins
- Swimming/bathing with elephants
- Sydney harbour bridge (*organised and walking across clipped onto a safety line*)
- Table tennis
- Tall ship crewing\* (*no racing*)
- Ten pin bowling
- Tennis
- Trampolining
- Tree canopy walking
- Trekking/hiking/walking/hill walking up to 2,500 metres above sea level
- Tug of war
- Volleyball
- Wake boarding
- Water polo (*amateur*)
- Water skiing/water ski jumping

- Whale watching
- White water canoeing/kayaking/touring/  
rafting *up to grade 2 rivers*
- Wicker basket tobogganing
- Wind surfing/sailboarding
- Wind tunnel flying (*pads and helmets  
to be worn*)
- Yoga
- Zap cats\*
- Zip lining/trekking (*safety harness  
must be worn*)
- Zorbing/hydro zorbing/sphering

# Additional sports and activities

Sports and activities that can be covered if the additional premium has been paid and shown as purchased in **your** policy schedule.

There is no cover under Section 5 – Legal and Liability for sports or activities marked with\*

## Pack 1

- Assault course (*amateur only and not main purpose of the trip*)
- Bar/restaurant work\*
- Beauty therapist\*
- Blokarting\*
- Body building\*
- Dune sliding
- Dune/wadi buggying/bashing\*
- Field hockey
- Fruit or vegetable picking
- Gymnastics
- High diving (*amateur only and not main purpose of the trip*)
- Lacrosse (*amateur only and not main purpose of the trip*)
- Marathon running (*amateur only and not main purpose of the trip*)
- Minjin swinging
- Mud buggying\*
- Retail trade including manual work\* (*but not including the use of power tools and machinery*)
- River tubing
- Roller hockey (*amateur only and not main purpose of the trip*)
- Street hockey (*wearing pads and helmets*)
- Street luge
- Superintendence of manual work
- Tubing

## Pack 2

- Bamboo rafting (*up to grade 3 rivers*)
- Canoeing (*up to grade 3 rivers*)
- Elephant polo
- Grass skiing
- Hiking *between 2,501 and 3,500 metres above sea level*
- Kayaking (*up to grade 3 rivers*)
- Mixed gas diving (*nitrox/trimax and not commercial*) to 30 metres (*if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving*)

- Occasional light manual work (*but not including the use of tools and machinery*)
- Scuba diving to 30 metres (*if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving*)
- Trekking/hiking/walking/hill walking up to 2,501 to 3,500 metres above sea level
- Via ferrata
- Mixed gas diving (*nitrox/trimax and not commercial*) to 40 metres (*if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving*)
- Pot holing
- Rugby (*amateur only and not main purpose of the trip*)
- Scuba diving to 40 metres (*if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving*)
- Sky jumping (*from Sky Tower in Auckland, New Zealand only*)
- Tai chi
- White water canoeing/kayaking/touring up to grade 4 rivers
- White water rafting (*up to grade 4 rivers within organisers guidelines*)

### Pack 3

- Bungee slingshot (*within organisers guidelines and wearing the appropriate gear*)
- Bungee trampolining (*within organisers guidelines and wearing the appropriate gear*)
- Canoeing (*grade 4 and above rivers*)
- Caving
- Judo\* (*amateur only and not main purpose of the trip*)
- Karate\* (*amateur only and not main purpose of the trip*)
- Kayaking (*grade 4 and above rivers*)

# Important conditions relating to your policy

- Where **you** have selected an annual multi **trip** policy the maximum duration of any one **trip** is shown on **your** policy schedule. If any **trip** exceeds the maximum nights shown on **your** policy schedule there is no cover under this policy for any of **your trip**.
- **Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due to the death, injury or illness of **you** or a **public transport** delay which is covered under the policy.
- **Your** policy is valid for travel within **your home area** where **you** have at least two nights pre-booked accommodation or pre-booked transport at least 50 miles from **your home**, or travelling abroad where the **trip** starts and finishes in **your home area**.
- **Your** policy covers only persons permanently resident in the **UK** and registered with a **UK GP**.
- Claims will only be considered if the cause of the claim falls within the **insurance period**.

## Policy information

If **you** would like more information or if **you** feel the insurance may not meet **your** needs, telephone **our** customer helpline on 0203 093 0767.

# Making a claim

Emergency Medical assistance and/or repatriation claims

From anywhere in the world  
+44 (0)203 093 0768

From the UK  
0203 093 0768

All claims  
0203 093 0768

## How to make a claim for any of the following:

For all claims follow these steps:

1. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require. All claims evidence must be supplied at **your** own expense.
2. Telephone the relevant helpline as soon as reasonably possible with **your** policy number.

Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference.

In all claims **you** must provide details of any household, travel or other insurance under which **you** could also claim.

# Claims

Claims evidence will be at **your** own expense.

## Section 1 – Cancelling or cutting short a trip

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Tour operator's cancellation invoice or unused flight tickets.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Information and medical history from **your** GP (if this is requested **you** may need to sign a release form with **your** surgery to obtain this).
- Confirmation from a **medical practitioner** that **you** or **your travelling companion** are not fit to travel.
- Confirmation from the Clerk of the Courts office that **you** are required for Jury Service or as a witness in a court of law.
- Confirmation from **your** employer/ **your travelling companion's** employer of **redundancy** and period of employment or leave cancelled.

- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to **public transport** from the company involved.
- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- Confirmation from a relevant authority that **you** have been instructed to stay at/return **home**.
- A copy of a death certificate.

## Section 2 – Medical emergency and repatriation expenses

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Receipts or bills for all in-patient/ outpatient treatment or emergency dental treatment received.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and (if travelling in Europe) a copy of **your** Global Health Insurance Card (GHIC).

- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Medical Assistance Service.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Information and medical history from **your** GP (if this is requested **you** may need to sign a release form with **your** surgery to obtain this).
- Details of any travel, private medical or other insurance under which **you** could also claim.

### Section 3 – Disruption or delay to travel plans

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Tour operator's cancellation invoice or unused flight tickets.
- Confirmation from the carrier of the reason and duration of **your** delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for **your** vehicle.
- Confirmation of the delay to **public transport** from the company involved.

- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.

### Section 4 – Personal belongings and money

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Courier's report/Property Irregularity Report (PIR) from the carrier.
- A Police report including crime reference number or incident report, from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.).
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate.
- Household Contents policy details.
- All travel tickets and tags for submission.
- A letter from the carrier confirming the number of hours **your baggage** was delayed for.

## Section 5 – Legal and liability

### Section 5a – Legal expenses and assistance

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Details of any travel or other insurance under which **you** could also claim.

### Section 5b – Personal liability

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Any claim form, summons, or other legal document as soon as **you** receive them.
- Any reasonable information or help **we** need to deal with the case and **your** claim.

## Section 6 – Personal accident

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Detailed medical report from **your** consultant.
- Confirmation of executor or administrator of the estate.

- Grant of Representation (in England and Wales)/Grant of Probate (in Northern Ireland)/Confirmation (in Scotland).
- A copy of a death certificate.

## Section 7 – Cruise cover

To make a claim under this section of **your** policy, where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the carrier of the reason and duration of **your** delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for **your** vehicle.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Confirmation from **your** cruise operator confirming the reason **your** scheduled port visit was cancelled.
- Confirmation from **your** ship's medical officer that **you** were confined to **your** cabin and confirming the length of **your** confinement.

## Section 8 – Winter Sports

(This section is available as an upgrade, if **you** have purchased this upgrade this will be shown in **your** insurance schedule.)

To make a claim under this section of **your** policy, where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Tour operator's cancellation invoice or unused flight tickets.
- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report (PIR) from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report.

# Table of Benefits

Section	We will pay you up to		
	ABTA Travel Insurance	ABTA Travel Insurance Gold	ABTA Travel Insurance Platinum
<b>Excess</b>	£99 per person (max 2 <b>excesses</b> )	£50 per person (max 2 <b>excesses</b> )	Nil
<b>Section 1 – Cancelling or Cutting Short Your Trip</b>			
Cancelling or <b>cutting short your trip</b>	£2,000	£5,000	£10,000
<b>Section 2 – Medical Emergency and Repatriation Expenses</b>			
Medical emergency and repatriation expenses	£5,000,000	£10,000,000	£10,000,000
Emergency dental	£500	£500	£500
Hospital benefit (per day) ¥	£30	£40	£50
Hospital benefit (total) ¥	£300	£400	£500
Meal expenses (per day) ¥	£20	£25	£30
Meal expenses (total) ¥	£200	£250	£300
<b>Section 3 – Disruption or Delay to Travel Plans</b>			
Missed departure	£750	£1,000	£1,500
Travel delay ¥	£30 after at least 12 hours delay, followed by £30 per each full 12 hours delay	£40 after at least 6 hours delay, followed by £40 per each full 6 hours delay	£50 after at least 6 hours delay, followed by £50 per each full 6 hours delay
Travel delay (total) ¥	£300	£400	£500
Travel disruption	£2,000	£5,000	£10,000
<b>Section 4 – Personal Belongings and Money</b>			
<b>Baggage</b>	£1,000	£2,000	£3,000
Single article limit	£300	£400	£500
<b>Valuables</b> (this will be deducted from <b>your baggage</b> limit)	£300	£400	£500

	ABTA Travel Insurance	ABTA Travel Insurance Gold	ABTA Travel Insurance Platinum
Delayed <b>baggage</b> if lost in transit during the outward journey and not returned to <b>you</b> within 12 hours (if the loss is permanent this will be deducted from <b>your baggage allowance</b> ) ¥	£300	£400	£500
<b>Personal money</b>	£1,000	£1,500	£3,000
Cash	£200	£300	£400
Cash if under 16	£50	£50	£50
<b>Section 5 – Legal and Liability</b>			
Legal expenses and assistance (the maximum <b>we</b> will pay is double this amount if the policy covers two or more people)	£25,000	£25,000	£50,000
Personal liability	£5,000,000	£5,000,000	£5,000,000
<b>Section 6 – Personal Accident</b>			
Death ¥	£25,000 (£2,000 if under 16 or over 65)	£25,000 (£2,000 if under 16 or over 65)	£25,000 (£2,000 if under 16 or over 65)
Loss of limbs and/or sight ¥	£50,000 (no cover if 65 or over)	£50,000 (no cover if 65 or over)	£50,000 (no cover if 65 or over)
Permanent total disablement ¥	£50,000 (no cover if 65 or over)	£50,000 (no cover if 65 or over)	£50,000 (no cover if 65 or over)
<b>Section 7 – Cruise Cover</b>			
Missed departure	£750	£1,000	£1,500
<b>Cruise</b> itinerary change (per day) ¥	£100	£100	£100
<b>Cruise</b> itinerary change (total) ¥	£300	£400	£500
Unused excursions ¥	£200	£500	£1,000
<b>Cruise</b> interruption	£1,000	£1,000	£1,500
<b>Cutting short your cruise</b>	£2,000	£5,000	£10,000

	ABTA Travel Insurance	ABTA Travel Insurance Gold	ABTA Travel Insurance Platinum
<b>Section 8 – Winter Sports</b> (this section is optional, if <b>you</b> have purchased this cover it will be shown on <b>your</b> policy schedule)			
<b>Ski equipment</b> (owned)	£300	£500	£750
<b>Ski equipment</b> (hired)	£100	£250	£450
Hire of <b>ski equipment</b> (per day) ¥	£15	£20	£25
Hire of <b>ski equipment</b> (total) ¥	£150	£200	£250
Delayed <b>ski equipment</b> (per day) ¥	£15	£15	£25
Delayed <b>ski equipment</b> (total) ¥	£75	£150	£300
Avalanche (per day) ¥	£15	£20	£25
Avalanche (total) ¥	£150	£300	£400
Piste closure (per day) ¥	£15	£20	£25
Piste closure (total) ¥	£150	£200	£250

No **excess** is applicable for sections marked with ¥

Where a claim is made for the same incident only one **excess** will apply, per **trip**.

# Exclusions and conditions

These conditions apply throughout **your** policy. **You** must comply with them to have the full protection of **your** policy.

If **you** do not comply with them **we** may take one or more of the following actions:

- cancel **your** policy
- declare **your** policy void (treating **your** policy as if it never existed)
- change the terms and/or premium of **your** policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

1. Providing accurate and complete information When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete. Failure to do this may impact or invalidate any claim **you** make.

2. Changes in **your** circumstances **You** must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** policy schedule changes during the **insurance period**.
3. **We** may not pay **your** claim if **you** do not:
  - Take all possible care to safeguard against **accident**, injury, loss, damage or theft.
  - Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible.
  - Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim.
  - Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **your** household insurance). **We** will only ask for information relevant to **your** claim.
4. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.

5. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
6. **You** must start each **trip** from **your home** and return to **your home** in the **UK** at the end of each **trip**.
7. **You** agree that **we** can:
  - Make **your** policy void where any claim is proven to be fraudulent.
  - Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply on a claim, together with information **you** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants.
  - Take over and act in **your** name in the defence or settlement of any claim made under **your** policy.
  - Take over proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy.
  - Obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **your** prior approval.
8. **We** will not pay **you** more than the amounts shown in the policy limits and **excesses** section, these are subject to per person and per **trip** limits.
9. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
10. The insurer shall not be deemed to provide and shall not be liable to pay any claim or provide any benefit here under to the extent that the provision of such cover, payment or such claim of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

# General exclusions applying to your policy

**Your** policy does not cover **you** for any claim directly or indirectly resulting from any of the following:

1. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
2. Any circumstances known to **you** before you purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this policy.
3. Any claim arising from **your** failure to obtain any recommended vaccines, inoculations or medications prior to **your** trip.
4. **Your** inability to travel due to **your** failure to hold, obtain or produce valid **important documents** in time for the booked **trip**.
5. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior to purchasing **your** policy or booking **your trip**:
  - war
  - invasion
  - acts of foreign enemies
  - hostilities or
  - warlike operations (whether war is declared or not)
  - civil war
  - rebellion
  - **terrorist action**
  - revolution
  - insurrection
  - civil commotion
  - civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
  - nuclear, chemical or biological attack
6. **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **you** are travelling has advised against all travel or all but essential travel. (Cover will be excluded under all sections other than claims arising from new FCDO advice resulting in **you** not being able to travel or **cutting short** the **trip** before completion, as provided for under Section 1 – Cancelling or **cutting short a trip**).

*For example, if **you** book a **trip** to an area the FCDO advised against all travel when **you** booked and **you** have to claim, no cover will be in place.*

7. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
8. Engaging in sports or activities which are not covered on **your** policy, there are many sports and activities which are covered as standard under the policy, please refer to the Sports and Activities Section.
9. Any claim resulting from assisted suicide/Euthanasia.
10. **You** are not covered for any claim arising directly or indirectly from:
  - **Your** consumption of alcohol, drugs and/or solvents impairing **your** physical ability and/or judgement.
  - **You** abusing alcohol, drugs and/or solvents.
  - **You** suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal.
11. **You** putting **yourself** at needless risk (except in an attempt to save human life).
12. **Your** own unlawful action or any criminal proceedings against **you**.
13. Where **you** have selected an annual multi **trip** policy the maximum duration of any one **trip** is shown in **your** policy schedule. If any **trip** exceeds the maximum number of nights there is no cover under this policy for any of **your trip**.  
**Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due to the death, injury or illness of **you** or a **public transport** delay which is covered under the policy.
14. **Your** work involving manual work, electrical and construction work or use of power tools or machinery.
15. **Your** manual work involving the lifting or carrying of heavy items in excess of 25 kgs, use of power tools or machinery, work involving the use of scaffolding or ladders, working at a height above 6m, any electrical or construction work or any form of work underground.
16. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**. *Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease or not enjoying **your trip** due to poor weather.*
17. Any amount recoverable from any other source.
18. **You** gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times. When travelling **you** must adhere to the guidelines issued for controlled

areas, swimming pools etc.

19. **You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any part of any building to another (apart from stairs, ramps or walkways) and falling, regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
20. Any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.
21. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
22. Any person not insured or named on this policy. This policy is not intended to cover any costs which relate to anybody not insured on this policy; with this in mind please ensure that all persons travelling have sufficient insurance to cover their needs. This applies even where **you** have paid for the additional costs for example, if **you** have paid for another person's travel or accommodation costs. The only exception to this is if cover is agreed for someone to remain with **you** in the event of an illness or injury and the Medical Assistance team agree for another person to remain with **you**.
23. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
24. Under all sections, any claim arising from a reason not listed under WHAT IS COVERED.

# Section 1 – Cancelling or cutting short a trip

## Introduction

The purpose of this section is to help **you** if **you** have to cancel or **cut short your trip** as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide cover for it under this policy. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you** have paid for are not provided as agreed e.g. if a company becomes insolvent.

For further information on the cover provided by **your** tour operator, **your** airline or **your** credit card provider please contact them directly.

## European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

2. Cancelled Flight – Has **your** flight been cancelled?
  3. Long Delays – Has **your** flight been delayed for three hours or more?
  4. Baggage – Has **your** checked-in baggage been damaged, delayed or lost?
  5. Injury and Death by Accident(s) – Have **you** been injured during **your** flight?
  6. Package Holidays – Did **you** get what **you** booked?
- For full details of **your** entitlements, visit <http://ec.europa.eu/transport/themes/passengers/air/>
1. Denied Boarding – Have **you** been denied boarding because the airline did not have enough seats on the flight?

### What is covered

We will pay **you** up to the amount shown in the table of benefits for **your** proportion only of **your** irrecoverable unused travel and accommodation costs and other **pre-paid charges** if **you** have to cancel or **cut short your trip** following any of

the reasons which are shown in the table below.

If **you** need to cancel or **cut short your trip**, any **pre-paid charge** relating to Winter Sports will only be covered if **you** have paid the premium for the additional cover.

Cover to cancel or cut short your trip for the following events:	ABTA Travel Insurance	ABTA Travel Insurance Gold	ABTA Travel Insurance Platinum
The death, injury due to an <b>accident</b> , illness, disease, or <b>pregnancy complication of you, your travel companion, your close relative or your colleague</b> . Any pandemic illness is not covered within 48 hours of <b>your</b> policy purchase date.	✓	✓	✓
<b>You or your travel companion</b> being subject to compulsory <b>personal quarantine</b> , being called as a witness at a Court of Law, for jury service or the Police requesting <b>you</b> to stay at, or return home, due to damage to <b>your</b> property. Any claim for <b>personal quarantine</b> is not covered within 48 hours of <b>your</b> policy purchase date.	✓	✓	✓
<b>You or your travel companion</b> being made <b>redundant</b>	✓	✓	✓
<b>You or your travel companion</b> have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	✓	✓	✓
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country which you are travelling to advising against all travel or all but essential travel within 21 days of <b>your</b> departure date, but not including where advice is issued due to a pandemic.	✓	✓	✓
Insolvency of the accommodation providers or their booking agents or <b>catastrophe</b>	✓	✓	✓
Theft of <b>your</b> passport and/or visa within the 72 hours before <b>your</b> scheduled time of departure if <b>you</b> are due to travel outside <b>your home area</b> or during <b>your trip</b> meaning <b>you</b> are unable to continue <b>your trip</b>	✓	✓	✓

Cover to cancel your trip only for the following events:	ABTA Travel Insurance	ABTA Travel Insurance Gold	ABTA Travel Insurance Platinum
No suitable alternative <b>public transport</b> is provided within the number of hours stated of the original scheduled time of departure following delay or cancellation of <b>your public transport</b> , or <b>you</b> being involuntarily denied boarding (because there are too many passengers for the seats available)	✓ (12 hours)	✓ (6 hours)	✓ (6 hours)
Failing to arrive at the international departure point in time to board the <b>public transport</b> on which <b>you</b> are booked to travel, and <b>you</b> are unable to arrange alternative <b>public transport</b> which results in <b>you</b> missing 50% or more of <b>your trip</b> , as a result of: a) the failure of other <b>public transport</b> or b) an accident to or breakdown of the vehicle in which <b>you</b> are travelling or c) an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or d) adverse weather conditions	✓	✓	✓
<b>Your public transport</b> provider rearranging <b>your</b> departure or return within 7 days of <b>your</b> original planned departure and the new schedule means <b>you</b> missing 50% or more of <b>your trip</b> .	✓	✓	✓

Cover to cut short your trip only for the following events:	ABTA Travel Insurance	ABTA Travel Insurance Gold	ABTA Travel Insurance Platinum
The Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which <b>you</b> are travelling in advising <b>you</b> to evacuate or return to <b>your home area</b> , providing the advice came into force during <b>your trip</b> .	✓	✓	✓

### Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You** must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return **home** prior to having to **cut short your trip** for any of the reasons listed above.
- If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- You** must provide a written police report as evidence if a claim is made due to theft of **your** passport and/or visa.

## What is not covered

1. The **excess**.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short** the **trip**.
4. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip**. In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
6. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section.
7. Any claim for **redundancy** that is voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
8. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme.
10. Any cancellation claims relating to loss or theft of **your** passport or visa if left **unattended** at any time, unless stored securely in **your home**. During **your trip you** will not be covered to **cut short your trip** due to loss of **your** passport unless it was deposited in a safe, safety deposit box or left in locked accommodation.
11. Any unused or additional costs incurred by **you** which are recoverable from:
  - The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
  - The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
  - **Your** credit or debit card provider or Paypal.
12. Any claim for illness of **you, your travel companion, close relative** or **colleague** due to a pandemic illness, or for **personal quarantine** is not covered within the first 48 hours of the policy purchase date.
13. Denied boarding due to **your** anti-social behaviour, drug use, alcohol or solvent abuse.

14. **Your** inability to provide any valid **important documents** or other documentation required by the **public transport** operator or their handling agents.
15. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
16. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth and Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
17. Any claim arising from a reason not listed in the 'what is covered' section.
18. Any claim due to a **regional quarantine**
19. Any claim from **you** not wanting to travel due to the need to quarantine on return to **your home area**.
20. Any costs for **your** Package holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice.
21. Any additional costs for tests/ documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not.
22. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the policy.

# Section 2 – Medical emergency and repatriation expenses

## Introduction

The purpose of this section is to help **you** if **you** require unforeseen emergency medical treatment whilst on a **trip**. Under certain circumstances, **you** may be covered by a reciprocal health agreement, **you** can find out more about these under the Reciprocal Health Agreement Section.

## What is covered

**We** will pay **you** up to the amounts shown in the Table of Benefits for the following expenses which are necessarily incurred during a **trip** as a result of **you** suffering unforeseen injury due to an **accident**, illness, disease and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
2. Emergency dental treatment incurred outside of **your home area** for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth if they are causing pain.
3. Up to the amount shown in the Table of Benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner** and the amount shown in the Table of Benefits towards meal expenses for a nominated person who is staying or travelling with **you**.
4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which **you** are able to provide evidence.
5. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
6. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home**. If **you** die on a **trip** within **your home area** the reasonable additional cost of returning **your** body to **your home**.

7. Additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes, with the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/or accommodation expenses for a **travelling companion**, friend or **close relative** to stay with **you** or travel to **you** from the **UK** or escort **you home**. Also additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
8. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise. If the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured **insured person**.

### Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed, this may affect **your** ability to claim.

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer injury due to an **accident**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **UK** at any time during the **trip**. **We** will do this, if in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home area** or a suitable hospital nearby to continue treatment.
3. This is not a private medical insurance policy. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will not provide any cover under the following sections:

- Section 1 – Cancelling or **cutting short a trip**
- Section 2 – Medical emergency and repatriation expenses

- Section 6 – Personal accident
- Section 7 – **Cruise** cover

**We** will then refuse to deal with claims from **you** for any further treatment and/or **your** repatriation to **your home area**.

Cover for **you** under all other sections will continue for the remainder of **your trip**.

### What is not covered

1. The **excess** except under point 3 of What is covered.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.
4. Any claim caused by participating in a winter sports activity unless **you** have purchased the upgrade and it is shown as purchased in **your** schedule.
5. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
7. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**. In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
8. Any claims arising directly or indirectly from:
  - a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.
  - b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an **accident**, illness or disease.
  - c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
  - d) Expenses incurred in obtaining, replenishing or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued whilst on **your trip**.

Where possible and with the agreement of **your medical practitioner, you** should always travel with plenty of extra medication in case of travel delays.

- e) Additional costs arising from single or private room accommodation.
- f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing home or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
- g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.
- h) Any expenses incurred after **you** have returned to **your home area**.
- i) Any expenses incurred in the **UK**:
  - i. for private treatment, or
  - ii. which are funded by, or are recoverable from the Health Authority in **your** usual country of residence, or
  - iii. which are funded by a reciprocal health agreement between these countries and/or islands.

- j) Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.

- 9. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to your trip.
- 10. Expenses incurred for medical tests required in the area **you** are travelling to/in/from or returning to **your home area**, or by the **public transport** provider (unless specifically needed for a repatriation arranged by **our** Emergency Assistance Line).
- 11. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the policy.

**You** should also refer to the **pre-existing medical conditions** section.

# Section 3 – Disruption or delay to travel plans

## Introduction

The purpose of this section is to help **you** if **you** experience certain disruptions to **your** travel plans and **you** are left out of pocket. However, under certain circumstances, **your** tour operator or transport provider may be responsible for providing assistance and compensation. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide the same cover under this policy. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you** have paid for are not provided as agreed e.g. if a company becomes insolvent.

For further information on the cover provided by **your** tour operator, airline or credit card provider please contact them directly.

## What is covered

### European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding – Have **you** been denied boarding because the airline did not have enough seats on the flight?

2. Cancelled Flight – Has **your** flight been cancelled?
3. Long Delays – Has **your** flight been delayed for three hours or more?
4. Baggage – Has **your** checked-in baggage been damaged, delayed or lost?
5. Injury and Death by Accident(s) – Have **you** been injured during **your** flight?
6. Package Holidays – Did **you** get what **you** booked?

For full details of **your** entitlements, visit <http://ec.europa.eu/transport/themes/passengers/air/>

### 1. Missed Departure

If **you** fail to arrive at the departure point in time to board the **public transport** on which **you** are booked to travel as a result of:

- the failure of other **public transport** or
- an accident to or breakdown of the vehicle in which **you** are travelling or
- an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or
- strike or adverse weather conditions,

then we will pay you up to the amounts shown in the Table of Benefits for reasonable additional accommodation

(room only) and public transport costs (economy only) so that you may continue your trip.

## 2. Delayed Arrival

If **you** arrive later than planned at **your** destination due to a delay of **public transport** we will pay **you** up to the amount shown in the Table of Benefits for each period of delay up to the maximum shown *(to help **you** pay for telephone calls, meals and refreshments purchased during the delay)*.

## 3. Travel Disruption

We will pay **you** up to the amounts shown in the Table of Benefits for **your** reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) so that **you** may continue **your trip** if **your trip** is disrupted due to:

- a **catastrophe** or
- the insolvency of the accommodation provider, transport provider or their booking agents or
- the **public transport** on which **you** were booked to travel being cancelled or delayed (as shown in the Table of Benefits), diverted or redirected after take-off or
- **you** are involuntarily denied boarding and no suitable alternative is offered within 12 hours.

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must seek financial compensation, assistance or a refund of **your** costs from **your** travel provider and invoke **your** rights under EU Air Passenger Rights legislation in the event of cancellation or delay of flights if applicable.
2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey.

## What is not covered

1. The **excess** except under point 2 of What is covered.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within 7 days of booking any **trip**. *An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.*

5. Any unused or additional costs incurred by **you** which are recoverable from:
  - The providers of the accommodation, their booking agents, travel agent or compensation scheme.
  - The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
  - **Your** credit or debit card provider or Paypal.
6. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within the delay period (as displayed in **your** policy schedule) of the scheduled time of departure.
7. Any claims relating to the insolvency of the **public transport** operator.
8. Claims arising from:
  - Breakdown of any vehicle owned by **you** which has not been maintained in accordance with manufacturer's instructions or in the event of an accident or breakdown when a repairer's report is not provided.
  - Any costs incurred as a result of **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider.
  - Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme are not covered.
9. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.
10. Any claim where **you** were unable to take **your public transport** due to delays in security and/or customs.
11. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
12. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the policy.

# Section 4 – Personal belongings and money

## Introduction

The purpose of this section is to help **you** in the event of something happening to **your** suitcases (or containers of a similar nature), their contents, **your personal money** and **important documents**. Below explains the cover **we** provide if **your** articles are lost, stolen or damaged.

## What is covered

1. **We** will pay **you** up to the amount shown in the Table of Benefits for the following items if they are accidentally lost, damaged or stolen whilst on **your trip**:

- a) **Baggage**
- b) **Valuables**
- c) Replacement of essential items if lost in transit due to carrier error during the outward journey for more than 12 hours
- d) **Personal money** (excluding cash)
- e) Cash
- f) Replacement of **important documents**

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of Benefits as the single article limit.

If **you** need to claim **you** will be entitled to the full replacement cost of **your** items, with no depreciation or deductions for wear and tear, or **we** may replace, reinstate or repair the lost or damaged **baggage** or **valuables**.

2. **We** will pay **you** reasonable costs to obtain a replacement of **your important documents** which have been lost, damaged or stolen whilst outside of **your home area**. This is to enable **you** to return **home** or continue **your trip**.

*The intention of this is to help pay for reasonable travel and accommodation costs in getting to the embassy to obtain suitable replacements. **You** must check whether any temporary documentation will enable **you** to continue **your** planned trip.*

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.
2. **You** must report any loss theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.
3. If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.
7. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
8. Loss, theft or damage:
  - a) Due to delay, confiscation or detention by customs or any other authority
  - b) To motor accessories (excluding keys which are covered only for a car which is owned by **you**)
  - c) To tobacco products, tobacco substitutes, e-cigarettes, Vape products and perishable goods (such as food and drinks)
  - d) Caused by wear and tear, or
  - e) Mechanical or electrical breakdown.

### What is not covered

1. The **excess** except for claims under point 1c of What is covered.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Any claim for sports equipment where the policy doesn't cover the sport or activity which **you** are taking part in.
4. Any claim for **ski equipment** (please refer to Section 8 – Winter sports if **you** have paid the premium for the additional cover).
5. Loss, theft or damage to **baggage** left **unattended** at any time.
6. Loss, theft of or damage to **valuables**, cash, **important documents** or **personal money** left **unattended** at any time unless deposited in a safe, safety deposit box or left in locked accommodation.
9. Loss or damage due to depreciation (loss in value), variations in exchange rate.
10. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
11. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the policy.

# Section 5 – Legal and liability

## Introduction

This section is split in to two parts.

The purpose of the Legal expenses and assistance section is to help **you** in the event **you** need to claim compensation if someone else causes **you** illness, injury or death.

The purpose of the Personal liability section is to help **you** in the event **you** are found liable for damage to someone else's property or cause another person illness, injury or death.

## Section 5a – Legal expenses and assistance

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully.

Some of the main conditions to this insurance are that:

### Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of

money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent agent.

If the agent determines that there is not more than a 50% chance of success then **we** may decline or discontinue support for **your** case.

### Proportional costs

An estimate of the costs to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent agent. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

### Duty of disclosure

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

### Suspension of cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The insurer will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### What is covered

**We** will pay up to the amount shown in **your** schedule for legal costs to pursue a civil action for compensation against someone else who causes **you** bodily injury, illness or death.

Where there are two or more **insured persons** insured by this policy, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the Table of Benefits.

### Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** permission.

4. **We** may include a claim for **our** legal costs and other related expenses.
5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

### 6. Prospects of success

At any time, **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake.
- b) Being able to enforce a judgment.
- c) Being able to achieve an outcome which best serves **your** interests.

### 7. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

### 8. Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we** may:

- a) Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless.

- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the disclosure breach been known.
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known.
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

#### 9. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

#### 10. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy, and reject claims where the change provides a benefit which did not previously exist.

#### What is not covered

**We** shall not be liable for:

1. The **excess**.
2. Any claim where in **our** opinion there is insufficient **prospect of success** in obtaining reasonable compensation.
3. Legal costs and expenses incurred in pursuit of any claim against a carrier, **us**, **our** or their agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
4. Legal costs and expenses incurred prior to **our** written acceptance of the case.
5. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
6. Any claim where the legal costs and expenses are variable depending on the outcome of the claim.
7. Legal costs and expenses incurred if an action is brought in more than one country.
8. Any claim where in **our** opinion the estimated amount of compensation is less than £1,000 for each **insured person**.
9. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
10. The costs of any appeal.
11. Claims by **you** other than in **your** private capacity.
12. Anything mentioned in the General exclusions applicable to all sections of the policy.

## Section 5b – Personal liability

### What is covered

**We** will pay **you** up to the amount shown in the Table of Benefits (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

1. Injury due to an **accident**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or persons residing with **you**.
2. Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of **you**, a **close relative** and/or anyone in **your** employment other than any temporary holiday accommodation occupied (but not owned) by **you**.

### Special conditions relating to claims

1. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party.

**We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.

5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

### What is not covered

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
2. Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
  - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
  - d) The transmission of any contagious or infectious disease or virus.
  - e) **Your** ownership, care, custody or control of any animal.
  - f) Any claim where the incident occurred within the **UK**.
3. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the policy.

# Section 6 – Personal accident

## Introduction

The purpose of this section is to provide **you** with a financial lump sum in the event **you** suffer *permanent total disablement*, *loss of sight*, *loss of a limb* or death as a result of an **accident** during **your trip**. This section will not be applicable if **you** suffer any of the above as the result of an illness.

## Words with special meanings in this section (which are shown in italics)

### *Loss of limb*

Loss by permanent severance of an entire hand or foot or the total, complete and permanent loss of use of an entire hand or foot.

### *Loss of sight*

The total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

## *Permanent total disablement*

A condition which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **your** life and as certified by a registered **medical practitioner**, to the reasonable satisfaction of **our** Chief Medical Officer, and which prevents **you** from engaging in any work or occupation for remuneration or profit.

## What is covered

**We** will pay one of the benefits shown below if **you** sustain injury due to an **accident** which shall solely and independently of any other cause, result within two years either in:

1. **your** death,
2. *loss of limb*,
3. *loss of sight or permanent total disablement*.

## Special conditions relating to claims

1. **Our medical practitioner** may examine **you**, and where deemed necessary, **you** may be referred to a specialist for further consultation.

### What is not covered

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
2. Benefit is not payable to **you**:
  - a) Under more than one of benefit 1, 2 or 3 above.
  - b) Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
  - c) Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
3. Benefit 1 will be paid to the deceased **insured person's** estate.
4. Any claim which is caused by either:
  - a) medical or surgical procedures or
  - b) illness, infection or bacteria or
  - c) any gradually developing bodily deterioration.
5. Any claim resulting from assisted suicide/Euthanasia.
6. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the policy.

# Section 7 – Cruise cover

## Introduction

The purpose of this section is to provide cover specifically for a **cruise**.

Under certain circumstances **your cruise** company, tour operator or transport provider may be responsible for providing assistance and compensation.

## What is covered

**We** will pay **you** up to the amounts shown in the Table of Benefits for:

1. Reasonable additional accommodation (room only) and **public transport** costs (economy only) so that **you** may re-join **your cruise** if **you** fail to arrive at the initial departure point to join the **cruise** ship on which **you** are booked to travel or if during a **trip** ashore **you** arrive at the port too late to re-join **your cruise** ship due to:
  - the failure of other **public transport** or
  - an accident to or breakdown of the vehicle in which **you** are travelling or
  - an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay
  - adverse weather conditions
  - strike
2. If, once **your cruise** has started, a scheduled port visit is cancelled due to adverse weather or timetable restrictions and no alternative port can be offered.
3. Unused pre-booked excursions which **you** cannot use because **you** are confined to **your** cabin due to an **accident** or illness which is covered under section 2 – Medical emergency and repatriation expenses.
4. Reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) to reach the next port so that **you** may re-join the **cruise** following **your** temporary illness requiring hospital treatment on dry land.

then **we** will pay **you** up to the amounts shown in the Table of Benefits for reasonable additional accommodation (room only) and **public transport** costs (economy only) so that **you** may re-join **your cruise**.

5. If **you** are unable to re-join **your cruise** and **you** need to **cut short your cruise** following the death, injury due to an **accident**, illness or disease of **you, your travelling companion, close relative or your travelling companion's close relative**. Claims are calculated from the day **you** disembarked **your cruise**.

### Special conditions relating to claims

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to the ships medical centre or hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. **You** must allow at least 3 hours between **your** planned arrival time at the port and the scheduled sailing departure time.

### What is not covered

1. The **excess** except under points 2 and 3 of the What is covered section.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip**, which could reasonably have been expected to lead to **cruise** interruption.
4. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.

5. Any **trip** taken on board a cargo vessel.
6. Costs paid for using any reward scheme (for example Cruise miles, Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
7. Any **cruise** itinerary changes arising directly or indirectly from:
  - a) strike or industrial action
  - b) **you** failing to attend the port visit as per **your** itinerary
  - c) if **your cruise** ship cannot put people ashore due to the mechanical or operational failure of the ships tender or any other boat used to put people ashore
  - d) any change of itinerary where the **cruise** operator has offered a monetary amount of compensation (including onboard credit).
8. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

# Section 8 – Winter sports

(only applicable if shown on your policy schedule)

## Introduction

This section is available to purchase as an optional upgrade.

The purpose of this section is to provide cover specifically for a Winter sports **trip** that involves activities or sports that are on snow or ice. It's important to check the sports and other activities section of the wording to ensure that any activities that **you** plan to participate in as part of **your** Winter sports **trip** are covered. The policy will not cover any professional sports or entertainment and racing events.

Cover is available only if the Winter sports section is shown as purchased in **your** policy schedule and the additional premium has been paid.

## What is covered

**We** will pay **you** up to the amounts shown in the Table of Benefits for:

1. The accidental loss of, theft of or damage to **your** own **ski equipment** (reduced to the amount shown in the Table of Benefits for hired **ski equipment**).
2. The cost of hiring replacement **ski equipment** if **your** owned **ski equipment** is lost, stolen or damaged (including temporary loss in transit for more than 24 hours).
3. For the unused portion for **your** **ski pack** and ski pass following **your** **accident**, bodily injury, illness or disease.
4. If a lack of snow, too much snow or an avalanche results in the skiing facilities (excluding cross country skiing) in **your** resort being closed. This only applies to **trips** taken outside of the **UK** during the published ski season for **your** resort.
5. Reasonable additional accommodation (room only) and transport if **you** are delayed by 24 hours or more by avalanche or landslide.

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must report any theft to the police in the country where the theft occurred as soon as possible and get a crime reference number or incident report of the loss, theft or attempted theft of **your** own **ski equipment**.
2. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

## What is not covered

1. The **excess** under point 1 of What is covered.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Loss, theft or damage to **ski equipment** left **unattended** at any time.
4. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle at any time unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) or locked in a dedicated **ski equipment** storage rack and entry has been gained by unauthorised access.
5. Loss, theft or damage:
  - a) due to delay, confiscation or detention by customs or any other authority
  - b) due to depreciation (loss in value) or variations in exchange rate
  - c) caused by wear and tear, or
  - d) mechanical or electrical breakdown.
6. The closure or impending closure of the skiing facilities in **your** resort existing or being publicly announced by **your** tour operator, resort or the media by the date **you** purchased this insurance or at the time of booking **your trip**, whichever is the later.
7. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to **you**.

8. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

The following sports and activities are only covered if the Winter sports option is shown as purchased in **your** policy schedule.

No cover under Section 5 – Legal and liability for those sports or activities marked with\*

- Ice hockey
- Ice skating
- Kick sledging
- Ski – blading
- \*Ski – dooing
- Skiing on piste\*\*
- Skiing – mono
- Skiing Nordic
- Skiing – off piste within resort boundaries\*\*
- Sledging
- \*Sledging/sleigh riding as a passenger (pulled by dogs, horses or reindeer)
- Snow biking
- Snow boarding on piste\*\*
- Snow boarding – off piste within resort boundaries\*\*
- Snow bobbing
- \*Snow carting
- \*Snow mobiling
- Snow shoe walking
- Tobogganing

\*\* A piste is a recognised and marked ski run within the resort boundaries.

# Data Protection Notice and Fraud

By providing your personal information in the course of purchasing this policy and using our services, you acknowledge that we may process your personal information. You also consent to our use of your sensitive information. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice available at <https://www.axapartners.com/en/page/en.privacy-policy>.

Processing your personal information is necessary in order to provide you with an insurance policy and other services. We also use your data to comply with our legal obligations, or where it is in our legitimate interests when managing our business. If you do not provide this information we will be unable to offer you a policy or process your claim.

We use your information for a number of legitimate purposes, including:

- Underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of you or others where relevant to any claim or assistance

request, in order to provide the services described in this policy. By using our services, you consent to us using such information for these purposes.

- Monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim.
- Sending you feedback requests or surveys relating to our services, and other customer care communications.

We may disclose information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance,

for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

When carrying out these activities, we may transfer your personal information outside the UK or the European Economic Area (EEA). Where this happens we will make sure that the appropriate safeguards have been implemented to protect your personal information. This includes ensuring similar standards to the UK and EEA are in force and placing the party we are transferring personal information to under contractual obligations to protect it to adequate standards.

We keep your personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with our legal and regulatory obligations.

You are entitled to request a copy of the information we hold about you. You also have other rights in relation to how we use your data, as set out in our website privacy notice. Please let us know if you think any information we hold about you is inaccurate so that we can correct it.

If you want to know how to make a complaint to the UK Information Commissioner or have any other requests or concerns relating to our use of your data, including obtaining a printed copy of the website privacy notice please write to us at:

Data Protection Officer

AXA Travel Insurance

106-108 Station Road

Redhill

RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

# Important Telephone Numbers

Customer Services

0203 093 0767

Travel Claims

0203 093 0768

Medical Assistance

From anywhere in the world

+44 (0)203 093 0768

From the United Kingdom

0203 093 0768

# Complaints Procedure

**You** have the right to expect the best possible service and support. If **we** have not delivered the service **you** expected, or **you** are concerned with the service provided, **we** would like the opportunity to put things right. The following will help **us** understand **your** concerns and give **you** a fair response.

If **your** complaint relates to a claim or, the sale of the policy or cover provided under **your** policy, please contact **us** as follows:

All sales complaints:

0203 093 0767

All claims complaints:

0203 093 0768

For all emergency medical assistance complaints:

Tel: 0203 093 0768

When **you** contact **us**, please have the following information available:

- **Your** name, address and postcode, telephone number and email address (if **you** have one).
- **Your** policy number and/or claim number and the type of policy **you** hold.
- The reason for **your** complaint.
- All written correspondence should be headed 'COMPLAINT' and include any supporting documentation.

**What to do if you are still not satisfied**

If **you** are still not satisfied once **you** have received **our** response, then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within six months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in the final response.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0300 123 9123 or 0800 023 4567

Fax: 0207 964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**We** must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

**Your** rights as a customer to take legal action are unaffected by **our** complaints procedure. However, the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

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Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.  
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