



## Voyager Travel Insurance Policy Options Wording 2016

*Only valid when issued with a Voyager Travel Insurance 2016 policy wording and valid certificate.*

*Valid for issue no later than 28th February 2017.*

**Attaches to and forms part of the Voyager Travel Insurance policy wording when issued with a valid certificate of insurance listing the options you have selected from the range detailed herein and where you have paid the appropriate additional premium for such policy options listed on your certificate of insurance.**

Policy options benefits schedule	Limits	Excess
<b>Option 1 - Double your excesses</b> All excesses on sections 1-20 of your travel insurance policy and any options selected below, listed on your certificate, are doubled, other than Section 25 & 26.	As per applicable policy sections	Applicable excess x 2
<b>Option 2 - One way trip extended cover (up to 31 days)</b> Cover within final destination country increased to a maximum of up to 31 days.	As per applicable policy sections	As per applicable policy sections
<b>Option 3 - Section 21. Business plus insurance</b>		
21.1. Business equipment - overall limit <i>maximum per item, pair or set</i> <i>samples</i> <i>emergency courier expenses</i>	£1,000 £500 £500 £200	£50 Nil Nil £50
21.2. Business equipment hire/delay after 12 hours (amount per day)	£500 (£50)	Nil
21.3. Business money (cash limit)	£1,000 (£500)	£50
21.4. Staff replacement costs	£2,500	£50
21.5. Personal accident (additional to section 4) <i>maximum payable in the event of death</i> <i>maximum payable in the event of death if under 16</i>	£30,000 £5,000 £1,000	Nil
21.6. Baggage delay - after 12 hours delay <i>after 24 hours delay for purchases made</i>	£100 £500	Nil Nil
<b>Option 4 - Section 22. Golf insurance</b>		
22.1. Golf equipment - overall limit <i>maximum per item, pair or set</i>	£2,000 £250	£50 Nil
22.2. Golf equipment hire (amount per day)	£200 (£40)	Nil
22.3. Green fees (amount per day)	£300 (£75)	Nil
<b>Option 5 - Section 23. Wedding insurance</b>		
23.1. Ceremonial attire	£1,500	£50
23.2. Wedding gifts, per couple (maximum per item, pair or set)	£1,000 (£250)	£50
23.3. Wedding rings	£250	£50
23.4. Photographs and video recording	£750	£50
<b>Option 6 - Section 24. Cruise plus insurance</b>		
24.1. Rejoin your cruise	£500	£50
24.2. Missed port departure	£1,000	Nil
24.3. Cabin/stateroom confinement (amount per day)	£1,000 (£100)	Nil
24.4. Itinerary change (per port)	£500 (£100)	Nil
24.5. Unused excursions	£500	£50
24.6. Cruise interruption	£1,000	Nil
<b>Option 7 - Section 25. HolidayFromHellInsurance™</b> Travel Dispute Professional Fees	£25,000	£35
<b>Option 8 - Section 26. Gadget Insurance*</b>	Level 1**    Level 2**	
26.1 Overall limit	£1,000    £2,000	£50***
Number of Gadgets insured	Up to 3    Up to 5	(£100 Loss)
Maximum per item	£500    £750	
26.2 Unauthorised usage costs	£250    £250	£50
<i>*Note: 1) not available on Longstay policies over 90 days.            2) not available if resident outside the UK/CI/IOM</i>		
<i>** level as shown on Your Certificate.</i>		
<i>***Excess applicable to Accidental Damage, Theft, or Malicious Damage claims.</i>		

## Insurers

This insurance is arranged by Voyager Insurance Services Ltd. Sections 21 -24 are underwritten by Sirius International Insurance Corporation UK Branch, Floor 4, 20 Fenchurch Street, London, EC3M 2BY, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202912. Member of the Association of British Insurers.

Sections 25 & 26 are Underwritten - by UK General Insurance Ltd on behalf of Ageas Insurance Ltd, registered in England No 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Easleigh, Hampshire, SO53 3YA, United Kingdom.

UK General Insurance Ltd is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check these details on the Financial Services Register by visiting the FCA's website on [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

## Option 1 - Double your excesses

*The following option only applies if it shown on your certificate.*

All excesses on sections 1-20 of your travel insurance policy and any options selected below (excluding Option 8 - Section 26. Gadget Insurance) listed on your certificate, are doubled.

## Option 2 - One way trip extension

*The following option only applies if you have paid the appropriate additional premium as shown on your certificate.*

Cover within destination country increased to a maximum of up to 31 days in final destination.

## Option 3 - Section 21 Business plus insurance

*The following option only applies if you have paid the appropriate additional premium as shown on your certificate.*

### Definitions applicable to this section

**Business equipment** means computer equipment, communication devices and other business related equipment which you need in the course of your business, trade or profession, which is not insured on a company policy and is carried by you in the course of your business trip. The equipment must be owned by your employer or if you are self-employed it must be owned by you.

**Close business associate** means any person whose absence from business for one or more complete days at the same time as your absence prevents the effective continuation of that business. A senior manager or director of your business must agree to this.

**Business money** means cash or money orders held by you for business purposes which is not insured on a company policy.

### 21.1 Business equipment

**You are covered** up to the amounts shown in the policy options benefits schedule for the value or repair of your business equipment or business sample as a result of their accidental loss, theft, damage or destruction (after allowing for wear, tear and depreciation).

**You are also covered** up to the amount shown in the policy options benefits schedule for any emergency courier expenses you have necessarily incurred, in obtaining and replacing any business equipment which is essential to your intended business itinerary after theft or damage to your business equipment that is covered under business equipment. You must keep receipts for all courier expenses you incurred.

#### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- claims arising out of your participation or engagement of manual work in connection with your business, trade, profession or occupation.
- more than the amount shown in the policy options benefits schedule for any one item, pair or set. In the event of a claim for a pair or set of articles we shall

be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed, up to a maximum of £200 in total for any one claim if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.

- loss or theft of your business equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- loss or theft of or damage;
  - to business equipment in transit unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your business equipment is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
  - caused by leakage of powder or liquid from containers carried in your baggage.
  - caused by moth or vermin or by gradual wear and tear in normal use.
  - to business equipment whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
  - to business equipment which is being carried on a vehicle roof rack.
  - to business equipment stolen from an unattended motor vehicle, unless they have been taken between the hours of 8am and 8pm local time from a locked roof box, locked rear boot or luggage area whilst out of sight and there is evidence of forced entry, which is confirmed by a police report, except motor homes, provided they are stored out of view.
  - to business equipment sent by post, freight, any form of unaccompanied transit or under a Bill of Lading.
- claims arising from delay, detention, seizure or confiscation by customs or other officials.
- any breakage of fragile items unless the breakage is caused by fire or an accident involving the vehicle in which you are being carried.
- damage to, loss or theft of your business equipment, if it has been left in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- laptop computers and/or accessories, photographic, audio, video, electrical and computer equipment carried in 'checked-in' baggage, or not carried in your hand luggage while you are travelling on public transport.
- any claim if you have claimed under another policy section or policy option.

**Please note** you should make claims relating to loss, theft or damage of your business equipment while being held by an airline, to the airline first. Any money you get under this policy will be reduced by the amount of compensation you receive from the airline for the same event.

**Please also refer to the general exclusions and conditions.**

### 21.2 Business equipment hire/delay

**You are covered** up to the amounts shown in the policy options benefits schedule if your business equipment is accidentally lost, stolen, damaged, destroyed, misdirected or delayed in transit by more than 12 hours, for the cost of hiring necessary business equipment for each 24 hour period you are without your business equipment.

#### You are not covered for

- loss or theft of your business equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- any claim for loss or theft of business equipment that you have claimed for under another policy section or policy option.
- loss or theft of or damage;
  - to business equipment in transit unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your business equipment is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
  - caused by leakage of powder or liquid from containers carried in your baggage.
  - caused by moth or vermin or by gradual wear and tear in normal use.
  - to business equipment whilst unattended unless locked in a hotel safe (or equivalent facility) or locked in your private accommodation.
  - to business equipment which is being carried on a vehicle roof rack.

- to business equipment stolen from an unattended motor vehicle, unless they have been taken between the hours of 8am and 8pm local time from a locked roof box, locked rear boot or luggage area whilst out of sight and there is evidence of forced entry, which is confirmed by a police report, except motor homes, provided they are stored out of view.
  - to business equipment sent by post, freight, any form of unaccompanied transit or under a Bill of Lading.
- claims arising from delay, detention, seizure or confiscation by customs or other officials.
  - damage to, loss or theft of your business equipment, if it has been left in the custody of a person who does not have an official responsibility for the safekeeping of the property.
  - laptop computers and/or accessories, photographic, audio, video, electrical and computer equipment carried in 'checked-in' baggage, or not carried in your hand luggage while you are travelling on public transport.
  - any claim if you have claimed under another policy section or policy option.
  - any claim for business equipment delay, if you cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of the delay.
  - claims where you or your employer are unable to provide receipts or other proof of ownership wherever possible for the items being claimed.

**Please note** you should make claims relating to loss, theft or damage of your business equipment while being held by an airline, to the airline first. Any money you get under this policy will be reduced by the amount of compensation you receive from the airline for the same event.

**Please also refer to the general exclusions and conditions.**

### 21.3 Business money

**You are covered** up to the amounts shown in the policy options benefits schedule for the loss or theft of business money during your trip, which is your property (if self-employed) or your employer's property whilst being carried on your person or left in a locked safety deposit box.

#### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- loss or theft of your business money not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- any loss if you have not taken necessary steps to prevent a loss happening.
- loss or theft of business money that is;
  - not on your person, or
  - not deposited in a safe, a safety deposit box or similar fixed container in your trip accommodation.
  - loss or theft of business money that does not belong to your employer or you, if you are self employed.
  - loss or theft of travellers cheques, if the issuer provides a replacement service.
  - depreciation in value, currency changes or shortage caused by any error or omission.
- claims arising from delay, detention, seizure or confiscation by customs or other officials.
- anything that can be replaced by the issuer.
- claims where you or your employer are unable to provide receipts or other proof of ownership wherever possible for the items being claimed.
- any claim if you have claimed under another policy section or policy option.

**Please also refer to the general exclusions and conditions.**

## 21.4 Staff replacement costs

**You are covered** up to the amount shown in the policy options benefits schedule for necessary additional return travel and accommodation expenses (on a bed & breakfast basis) for you or a business colleague to complete essential business commitments that were left unfinished due to;

- your medical repatriation, death, hospitalisation, or temporary total disablement (which lasts for a continuous period of at least 72 hours) occurring during your trip and as certified by a medical practitioner), or
- the death, injury or illness (occurring in your home country during the period of the trip) of your relative or close business associate.

### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- any air travel costs in excess of a return economy/tourist class ticket.
- accommodation costs other than on a bed and breakfast basis i.e. the cost of the room plus breakfast.
- anything that you are not covered for under section 2 – emergency medical expenses.

Please also refer to the general exclusions and conditions.

## 21.5 Extra personal accident

The benefits provided under section 4 - personal accident will be doubled if you are travelling on a booked business trip and you have paid for your transport and accommodation, if you are self-employed, or your employer has paid and you can provide proof that your trip was for business reasons.

**You are not covered for** anything that you are not covered for under section 4 – personal accident.

Please also refer to the general exclusions and conditions.

## 21.6 Extra baggage delay

**You are covered** up to the amounts shown in the policy options benefits schedule for any amounts not claimed under section 7 – baggage (emergency purchases, after 12 hours), for buying essential items connected to your business if your baggage is delayed during an outward journey for more than 12 hours. You must get written confirmation of the length of delay from the appropriate airline or transport company, and receipts for any items that you buy. We will take any payment we make for delayed baggage from the amount of any claim if your baggage is permanently lost.

### You are not covered for

- claims arising from delay, detention, seizure or confiscation by customs or other officials.
- for claims where laptop computers and/or accessories, photographic, audio, video, electrical and computer equipment carried in 'checked-in' baggage or anything being shipped as freight or under a Bill of Lading.
- if you cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of the delay.

Please also refer to the general exclusions and conditions.

## Option 4 - Section 22 Golf insurance

The following option only applies if you have paid the appropriate additional premium as shown on your certificate.

### Definitions applicable to this section

**Golf equipment** means your golf clubs, golf bag, trolley, golf balls and golf shoes.

### 22.1 Golf equipment

**You are covered** up to the amount shown in the policy options benefits schedule, for accidental loss, theft or damage to golf equipment which you own. Within this amount the following sub-limits apply;

- the maximum we will pay you for any one club or one piece of golf equipment is shown in the policy options benefits schedule. If you cannot provide an original receipt, valuation report or other satisfactory proof of ownership and value to support the claim, payment for any one article, or for any one pair or set of articles, will be limited to a maximum of £50. Evidence of replacement value is not sufficient.

- the maximum we will pay in total for all items lost, damaged or stolen in any one incident is limited to £250 if you cannot provide satisfactory proof of ownership and value.

### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- more than the amount shown in the benefits schedule per single club or single item of golf equipment.
- wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning.
- loss or theft of your golf equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- any golf equipment or documents you lose or that are stolen or damaged during your trip, unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to your golf equipment is only noticed after you have left the airport, you must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
- claims arising from delay, detention, seizure or confiscation by customs or other officials.
- claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading.
- damage to, loss or theft of golf equipment, which is being carried on a vehicle roof rack.
- damage to, loss or theft of golf equipment, if it has been left;
  - unattended in a place to which the public have access, or
  - left in an unattended motor vehicle unless in a locked boot and out of sight, or
  - in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- any claim for damage to golf equipment whilst in use.
- claims arising from weather conditions resulting from the failure to protect items.
- any claim if you have claimed under another policy section or policy option.

**Please note** our liability is solely based upon the value of the golf equipment which has been lost, stolen or damaged and would not extend to the replacement of your whole set of woods, or irons in the event of a claim being made for one item.

Please also refer to the general exclusions and conditions.

### 22.2 Golf equipment hire

**You are covered** for the necessary cost of hiring replacement golf equipment as a result of the accidental loss, theft or damage of your golf equipment during the period of insurance, or if your golf equipment is certified by the carrier to have been lost or misplaced on the outward journey of a trip for a period more than 24 hours, then we will pay you up to the amount shown in the policy options benefits schedule to hire replacement golf equipment.

**Please note** you must provide receipts and a report from the carrier confirming the length of the delay, otherwise no payment will be made.

**You are not covered for** any claim arising in connection with a trip solely within your home country.

Please also refer to the general exclusions and conditions.

### 22.3 Green fees

**You are covered** up to the amount shown in the policy options benefits schedule for the proportionate value of any pre-paid green fees, golf equipment hire fees or tuition hire fees which are confirmed as non-refundable and not used due to;

- you being involved in an accident or your sickness or injury, as certified by a medical practitioner, which prevents you participating in the pre-paid golfing activity, or
- loss or theft of documentation which prevents you participating in the pre-paid golfing activity, or adverse weather conditions which causes the closure of the golf course, confirmed in writing by the golf club.

### You are not covered for

- any claim arising directly or indirectly from any pre-existing medical condition unless you have declared these to us and we have written to you accepting them for insurance.
- claims arising directly from a medical condition which is not substantiated by a report from the treating doctor confirming your inability to play golf.
- loss or theft not reported to the police within 24 hours of discovering the loss, or as soon as possible after

that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred. In the case of an airline, a Property Irregularity Report (PIR) will be required.

- any claims relating to loss or theft of documentation, or closure of the course due to adverse weather conditions that are not substantiated in writing by the golf club.
- claims arising for loss, theft or damage to documentation shipped as freight or under a Bill of Lading.
- claims arising for documentation left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the documentation.
- claims arising for loss, theft or damage of documentation from an unattended motor vehicle, unless taken from a locked boot or roof rack (which is itself locked to the roof of a vehicle) between 8am to 8pm local time and there is evidence of damage or forced entry which is confirmed by a written police report.

Please also refer to the general exclusions and conditions.

## Special conditions relating to section 22

- we have the option to either pay you for the loss, or replace, reinstate or repair the items concerned.
- claims are paid based on the value of the goods at the time that they are lost and not on a 'new for old basis' or replacement cost basis; thus a deduction is made for wear, tear, and depreciation, bearing in mind the age of the items.
- you must take suitable precautions to secure the safety of your golf equipment, and must not leave it unsecured or unattended or beyond your reach at any time in a place to which the public have access.
- if claiming for your goods that were stolen or lost you should produce proof of ownership and proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim. The maximum we will pay for all pieces of golf equipment lost, damaged or stolen in any one incident is limited to £200 in total if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
- you must report loss of golf equipment to the local police, the carrier, the hotel or accommodation management or to the tour operator representative as appropriate, within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred. Damage to golf equipment in transit must be reported to the carrier before you leave the baggage hall and a Property Irregularity Report (PIR) must be obtained.
- you should make any claims about losing your golf equipment or it being damaged or delayed while being held by an airline, to the airline first. Any money you get under this policy will be reduced by the amount of compensation you receive from the airline for the same event.

## Option 5 - Section 23 Wedding insurance

The following option only applies if you have paid the appropriate additional premium as shown on your certificate.

Your insurance is extended to include the following extra cover, as an extension to section 7 - baggage in respect of weddings. The standard exclusions and conditions remain in force, as far as applicable, in respect of wedding rings, gifts and attire unless specifically amended below.

### Definitions applicable to this section

**You** and **your** means each insured couple, where appropriate.

**Wedding attire** means clothing and shoes bought specifically for the occasion and the cost of make-up, hair styling and flowers paid for or bought for the occasion.

### 23.1 Wedding attire

**You are covered** up to the amount shown in the policy options benefits schedule following the loss or theft of, or damage to your wedding attire in respect of the repair or replacement of the lost or damaged items.

### 23.2 Wedding gifts

**You are covered** up to the amount shown in the policy options benefits schedule for the loss or theft of, or damage to your wedding gifts taken on, sent up to 7 days in advance or bought during the trip.

### 23.3 Wedding rings

**You are covered** up to the amount shown in the policy options benefits schedule for the loss or theft of, or damage to one or both wedding rings taken on, sent in advance or bought during the trip.

### 23.4 Wedding photographs or video recordings

**You are covered** up to the amount shown in the policy options benefits schedule for the necessary additional costs you incur to reproduce the photographs or retake the video recordings if;

- a. the photographer who was pre-booked to take the photographs or video recording on your wedding day is unable to fulfil such obligations due to illness, injury or unavoidable and unforeseen transport problems, or
- b. the photographs or video recordings of the wedding day taken by a professional photographer are lost, damaged or destroyed within 14 days after the wedding day and whilst you are still at the wedding/honeymoon location.

#### **You are not covered for**

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- b. claims excluded under the standard terms of section 7 - baggage.

**Please also refer to the general exclusions and conditions.**

## Option 6 - Section 24 Cruise plus insurance

*The following option only applies if you have paid the appropriate additional premium as shown on your certificate.*

### Definitions applicable to this section

**Cruising/cruise holiday** means living or travelling on a cruise ship for any period of time.

### 24.1 Rejoin your cruise cover

**You are covered** up to the amount shown in the policy options benefits schedule for necessary additional travel expenses by the most direct route and additional accommodation (room only) that is agreed by us to reach;

- a. the next docking port in order to re-join the cruise, or
- b. to the final destination of your cruise, following your temporary illness or injury requiring hospital treatment on dry land which is covered under section 2 – emergency medical expenses.

If, at the time of requesting our assistance to rejoin your cruise, satisfactory medical or other evidence required by us, is not supplied in order to substantiate the claim, we will make all necessary arrangements at your cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### **You are not covered for**

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- b. any costs where transportation or accommodation costs are payable or refundable by the cruise operator.
- c. any claim arising directly or indirectly from any pre-existing medical condition unless you have declared these to us and we have written to you accepting them for insurance.
- d. any claim as a result of an insured person being a hospital in-patient where the condition was not covered under section 2 – emergency medical expenses, or where we have not been contacted and/or a recommended hospital has not been appointed by us and where you have not obtained a medical certificate from the medical practitioner in attendance confirming it was medically necessary for you to accompany and assist an insured person admitted as an in-patient for an insured condition.
- e. any travel costs where you failed to contact us for approval prior to arranging travel and so we could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined.

**Please also refer to the general exclusions and conditions.**

### 24.2 Missed port departure

**You are covered** up to the amount shown in the policy options benefits schedule for necessary additional travel expenses by the most direct route and additional accommodation (room only) that is agreed by us to join your cruise ship journey at the next docking port if you fail to arrive at the international departure point in time to board the ship on which you are booked to travel on the initial international journey of your trip as a result of;

- a. the failure of scheduled public transport, or
- b. an accident to or breakdown of the vehicle in which you are travelling, or
- c. an accident or breakdown occurring ahead of you on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which you are travelling, or
- d. strike or industrial action or adverse weather conditions.

If, at the time of requesting our assistance in a missed port departure claim, satisfactory evidence required by us, is not supplied in order to substantiate the claim, we will make all necessary arrangements at your cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### **You are not covered for**

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless the excess waiver option has been selected and this is shown on your certificate.
- b. claims arising directly or indirectly from;
  - i. strike or industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by you or the date your trip was booked whichever is the later.
  - ii. an accident to or breakdown of the vehicle in which you are travelling for which a professional repairers report is not provided.
  - iii. breakdown of any vehicle in which you are travelling if the vehicle is owned by you and has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - iv. withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a port authority or any such regulatory body in a country to/from which you are travelling.
- c. additional expenses where the scheduled public transport operator has offered suitable alternative travel arrangements.
- d. additional expenses where your planned arrival time at the port is less than 3 hours in advance of the sail departure time if you are travelling independently and not part of an integrated cruise package.

### Special conditions relating to section 24.2

- a. in the event of a claim arising from any delay arising from traffic congestion you must obtain written confirmation from the police or emergency breakdown services of the location, reason for and duration of the delay.
- b. you must allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver you to the departure point.

**Please also refer to the general exclusions and conditions.**

### 24.3 Cabin/stateroom confinement

**You are covered** up to the amount shown in the policy options benefits schedule for each 24 hour period that you are confined by the ships medical officer, to your cabin or stateroom due to your compulsory quarantine, or for medical reasons during the period of the trip.

#### **You are not covered for**

- a. any claim arising directly or indirectly from any pre-existing medical condition unless you have declared all pre-existing medical conditions to us and we have written to you accepting them for insurance.
- b. any confinement to your cabin where you are unable to provide written confirmation from your ship's medical officer confirming you were confined to your cabin, the reason for and the length of your confinement.
- c. any additional period of confinement or compulsory quarantine;
  - i. relating to treatment or surgery, including exploratory tests, which are not directly related to the injury or illness which made your confinement necessary.
  - ii. following your decision not to be repatriated after the date when in our opinion, it is safe to do so.
- d. confinement or necessary quarantine;
  - i. relating to any form of treatment or surgery which in our opinion (based on information received from the ship's doctor or other medical practitioner in attendance) can be delayed until your return to your home country.
  - ii. as a result of a tropical disease where you had not had the recommended inoculations and/or taken the recommended medication.

**Please also refer to the general exclusions and conditions.**

### 24.4 Itinerary change

**You are covered** up to the amount shown in the policy options benefits schedule for each missed port in the event your scheduled port visit is cancelled due to adverse weather or timetable restrictions.

You must get written confirmation from your cruise operator, carrier or tour operator confirming your scheduled port visit was cancelled and the reason for the cancellation.

#### **You are not covered for**

- a. claims arising from a missed port caused by strike or industrial action if the strike or industrial action was notified at the time that the insurance was purchased.
- b. any claim arising from your ship's failure to put people ashore due to the mechanical or operational failure of the ship's tender (or any other boat used to transport passengers to shore).
- c. your failure to attend the excursion as per your itinerary.
- d. any claim where a monetary amount, including but not limited to on board credit or other compensation, has been offered to you by the ship or tour operator.
- e. any claim where you do not have written confirmation from your cruise operator, carrier or tour operator confirming your scheduled port visit was cancelled.

**Please also refer to the general exclusions and conditions.**

### 24.5 Unused excursions

**You are covered** up to the amount shown in the policy options benefits schedule for the cost of pre-booked, pre-paid and non-refundable excursions, which you were unable to use as a direct result of being a hospital in-patient or being confined to your cabin, due to an accident or illness which is covered under section 2 – emergency medical expenses of the policy.

#### **You are not covered for**

- a. any claim as a result of being a hospital in-patient where we have not been contacted and/or a recommended hospital has not been appointed by us.
- b. any claim arising directly or indirectly from any pre-existing medical condition unless you have declared all pre-existing medical conditions to us and we have written to you accepting them for insurance.
- c. any claim as a result of cabin confinement where written confirmation is not provided by your ship's medical officer that you were confined to your cabin and confirming the length of your confinement.

**Please also refer to the general exclusions and conditions.**

### 24.6 Cruise interruption

**You are covered** up to the amount shown in the policy options benefits schedule for necessary additional travel expenses by the most direct route and additional accommodation (room only), that is agreed by us and necessarily incurred by you;

- a. to reach the next docking port in order to re-join the cruise, or
- b. to reach the final destination of your cruise, following your cruise being necessarily and unavoidably interrupted as a result of;
  - i. your passport being lost after your international departure but before embarkation of your planned cruise or during disembarkation ashore on one of the scheduled stops as a result of loss or theft, or
  - ii. it being deemed medically necessary by a medical practitioner for you to accompany and assist an insured person who is admitted as an in-patient that is covered under section 2 – emergency medical expenses of the policy, or
  - iii. you being detained by local police as a result of being a witness or being required to give evidence as a result of your participation in a road traffic accident, or criminal investigation where you are not the accused.

If, at the time of requesting our assistance in the event of a cruise interruption claim, satisfactory medical or other evidence required by us is not supplied in order to substantiate the claim, we will make all necessary arrangements at your cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### **You are not covered for**

- a. any claim for loss of passport not reported to the police or other authority within 48 hours of discovery and which you do not get a written report.
- b. any travel costs where you failed to contact us for approval prior to arranging travel and so we could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined.
- c. any claim as a result of an insured person being a hospital in-patient where the condition was not covered under section 2 – emergency medical expenses of the policy, or where we have not been

contacted and/or a recommended hospital has not been appointed by us and where you have not obtained a medical certificate from the medical practitioner in attendance confirming it was medically necessary for to accompany and assist an insured person admitted as an in-patient for an insured condition.

- d. any claim arising directly or indirectly from any pre-existing medical condition unless the insured person has declared all pre-existing medical conditions to us and we have written to them accepting them for insurance.
- e. any claim where you have been detained by local police that is not evidenced by a written report from the local police confirming the reason and period of your detention, or reason and period in which you were required to give evidence, that necessitated you missing the scheduled departure of your cruise.

Please also refer to the general exclusions and conditions.

## How to make a claim

If you need to make a claim under options sections 21 - 24 please request a claim form by telephoning the number below or via their website. Please quote **WEBroker 2016**.

**Claims Settlement Agencies Ltd,**  
308-314 London Road,  
Hadleigh, Benfleet,  
Essex, SS7 2DD,  
United Kingdom  
Tel: +44 (0) 1702 427172  
Email: info@csal.co.uk  
Website: www.csal.co.uk

Please do not send in any documentation until you have a completed claim form to go with it. The claim form lists the additional documentation necessary to support your claim. Always make sure that any loss or theft of valuables or any items are reported to the police within 24 hours of discovering the loss or as soon as possible after that, and a written report obtained in the county where the incident occurred. If your baggage is damaged or lost whilst in transit whilst in "checked-in" you must report it to the handling agents or airline as soon as possible on collection and obtain a Property Irregularity Report. These reports (if applicable to your claim), together with all available receipts and any other requested documentation, must be submitted with your claim form.

## Option 7 - Section 25 HolidayFromHellInsurance™ Travel Dispute Professional Fees

The following option only applies if you have paid the appropriate additional premium as shown on your certificate

### Additional Definitions applicable to this section.

**Agent** means the Agent appointed by the Coverholder to transact this insurance with You.

**Authorised Professional** means a solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent You or an Insured Person's interests.

**Claim Limit(s)** means the amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

**Claims Specialist** means our own claims panel solicitor or claims handler.

**Court** means a Court, tribunal or other competent authority.

**Excess** means the first amount of each and every claim as detailed on the Schedule or Insured Event.

**Event** means the initial Event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

**Holiday** means a trip outside of your home country or a Holiday within your Home Country which includes two or more consecutive nights stay in Pre-Booked Accommodation.

**Legal Proceeding** means when formal Legal Proceedings are issued against an opponent in a Court of Law.

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**Pre-Booked Accommodation** means a commercially run premises where a fee is charged which has been booked prior to Your departure on Your Holiday not including premises owned by friends or family.

**Professional Fees** means Legal fees and costs properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent of a civil claim in the Territorial Limits arising from an Insured Incident.

In the Event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

**Standard Professional Fees** means the level of Professional Fees that would normally be incurred by Us in either handling this matter using Our own Claims Specialists or a nominated Authorised Professional of Our choice.

**Territorial Limits** means Worldwide but only where Legal Proceedings can be brought in a United Kingdom or European Union (EU) country's Court Jurisdiction.

**Time of Occurrence** means when the Event occurred or commenced whichever is the earlier.

**We, Us, Our** means the Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

**You are covered** up to the amount shown in the Policy Options Benefits Schedule to pursue a breach of contract claim arising from a contract, (which must be evidenced and recorded in writing), entered into by You or on Your behalf for the purposes of undertaking a Holiday, in order to seek compensation and or implementation of the contract from the following:-

- a. Your Tour Operator or Holiday Company;
- b. Your Travel Agent;
- c. a Car Hire company with whom You have pre-booked a vehicle;
- d. an Airline, Ferry, Train, Cruise liner or Coach Operator;
- e. a Hotelier or Property Owner.

Subject to the cause of action arising within the Territorial Limits and where Legal Proceedings are able to be brought in a United Kingdom or European Economic Area (EEA) member Country's Court jurisdiction.

Please also refer to the general exclusions and general conditions shown in the WEBroker Travel Insurance Policy Wording.

### You are not covered for

- 1. the amount of the excess shown on the Policy Options Benefits Schedule which must be paid to Us by You if We agree to accept your claim and appoint an Authorised Professional.
- 2. any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
- 3. an Event not reported to the Insurer within 30 days of returning from the Holiday subject to the dispute;
- 4. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid;
- 5. actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
- 6. the Insured Person's travelling expenses, subsistence allowances or compensation for absence from work;
- 7. any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.
- 8. Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the Insured Person is aware of a circumstance that may give rise to a claim when purchasing this insurance;
  - c) before Our written acceptance of a claim;
  - d) before Our approval or beyond those for which We have given Our approval;
  - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional;
  - f) where You are responsible for anything which in Our opinion prejudices Your case;
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You;
  - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility;

- i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
- 9. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- 10. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
- 11. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable prospects of success;
- 12. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
- 13. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
- 14. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
- 15. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions;
- 16. a dispute which relates to any compensation or amount payable under a contract of insurance;
- 17. a dispute with Us not dealt with under the Arbitration condition;
- 18. an application for judicial review;
- 19. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
- 20. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products);
- 21. any claim arising from a stress or psychological related condition;
- 22. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;
- 23. Legal Proceedings outside the European Economic Area (EEA) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
- 24. Legal Proceedings between an Insured Person and a central or local government authority;
- 25. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute;
- 26. fees payable to the Authorised Professional that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court;
- 27. any claims made or considered against Us, the Agent or Authorised Professional used to handle any claim;
- 28. any claims relating to cosmetic treatment, surgery or tanning;

Please also refer to the general exclusions and general conditions shown in the WEBroker Travel Insurance Policy Wording.

### Special conditions applicable to Section 25

- 1. We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.
- 2. If after receiving a claim or during the course of a claim We decide that:-
  - a. Your prospects of success are insufficient;
  - b. It would be better for You to take a different course of action;
  - c. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

- 3. We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-
  - a. If We consider it is unlikely a sensible settlement will be obtained; or
  - b. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
  - c. We consider that it is unlikely that You will recover the sums due and or awarded to You.

4. In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

5. **Representation** - we will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

6. **Conduct of Claim** -

a. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.

b. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.

c. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

7. **Recovery of Costs** - You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

8. **Fraud** - We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

9. **Data Protection** - The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF, United Kingdom.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

10. **Due Care** - You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

11. **Arbitration** - Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

12. **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

13. **Notices** - Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

14. **Law** - This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

## If you need to make a claim under Section 25

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY: FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

- All potential claims must initially be reported to Our appropriate Claims Notification and Advice Helpline Services detailed below:-

**Claims Notification & Advice Helpline Service**  
-Tel: + 44 (0) 1384 377000

**This service operates between the hours of 09:00 – 17:00 Monday to Friday (excluding Bank Holidays).**

**This Helpline Service is only in respect of Travel Dispute issues and cannot assist with any other insurance matter.**

- You must notify Us within 30 days of returning from the Holiday which is subject to the dispute which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- Whilst this policy may include Events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought within the Court Jurisdiction of a country within the United Kingdom or European Union (EU).
- If You can convince Us that there are reasonable prospects of being successful in Your claim and that it is necessary for Professional Fees to be paid We will:-
  - take over the claim on Your behalf;
  - appoint a specialist of Our choice to act on Your behalf.

- We may limit the Professional Fees that We pay under the policy where:-
  - We consider it is unlikely a sensible settlement of Your claim will be obtained; or
  - there is insufficient prospects of obtaining recovery of any sums claimed; or
  - the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.
- Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this insurance.

If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request). At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

**Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.**

## Complaints Procedure - Section 25

In the event of a complaint arising under this insurance, You should in the first instance write to: -

**The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF  
United Kingdom**

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
Exchange Tower  
London, United Kingdom  
E14 9SR

Tel: 0300 123 9123 or 0845 080 1800

From outside the United Kingdom: +44 20 7964 0500  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

## Compensation Scheme

The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Option 8 - Section 26 Gadget Insurance

*The following option only applies if you have paid the appropriate additional premium as shown on your certificate*

### DEFINITIONS applicable to this section only

The following words shall have the meanings given below

**Accessories:** Any item that You may attach or connect to Your Gadget (for example a phone charger).

**Accidental Damage:** The unintentional and unforeseen failure, breakage or destruction of Your Gadget, with visible evidence of an external force being applied and which results in the Gadget being unusable.

**Breakdown:** The failure of any electrical or mechanical component in Your Gadget due to a sudden and unforeseen fault, which causes Your Gadget to stop working in the way the manufacturer intended and which requires repair or replacement before the Gadget can be used again.

**Commencement Date:** The date Your cover begins with Us, as detailed in Your policy schedule.

**Cosmetic Damage:** Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the Gadget.

**End Date:** The date that all cover under Your policy will cease being the date on Your schedule or the date You return Home.

**Excess:** The amount You will be required to pay towards each claim You make under this policy.

**Gadget:** Laptops, mobile phones, iphones, ipads, tablets, e-readers, handheld games, consoles, cameras, video cameras and portable electronic equipment.

**Home:** Your usual place of residence in the UK, Channel Islands or Isle of Man.

**Immediate Family:** Your husband, wife, civil partner, partner, children or parents, who permanently live in Your Home.

**Period of Insurance:** The period of time between the Commencement Date and the End date which is shown on Your policy schedule and that the policy will be in force for. Cover under this policy only applies when You are on Your Trip.

**Proof of Purchase:** An original receipt and any other documentation required to prove Your Gadget was purchased from a UK VAT registered company and that it is owned by You - including the date of purchase, make and model of Your Gadget, where applicable.

**Replacement Item(s):** An identical item Gadget of the same age and condition, or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original Gadget. Replacement Items will only be delivered to a UK address of Your choice. You will need to arrange onward shipment to Your destination choice.

**Terrorism:** Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**Theft:** The unlawful taking of Your Gadget against Your will by another party, with the intent to permanently deprive You of that property, or burglary by forcible and violent entry.

**Trip:** A journey which commences when You leave Your Home and ends when You return Home. This must not exceed the maximum duration for an individual trip as shown on Your policy schedule.

**UK, United Kingdom:** England, Scotland, Wales and Northern Ireland.

**Unattended:** Not within Your sight at all times and out of Your arms-length reach.

**Unauthorised Calls, Texts or Data Use:** Any calls, texts or data use made from Your Gadget after the time that it was stolen, to the time that it was blacklisted by Your airline provider.

**We, Us, Our, Insurer:** UK General Insurance Ltd on behalf of Ageas Insurance Limited.

## What is covered

In return for Your premium payment, We will insure Your Gadget for the Period of Insurance as stated on Your policy schedule, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by Us. Please read Your policy carefully to ensure You understand the cover We are providing You and that You comply with Our terms and conditions.

**Please also refer to the 'what is not covered' section and conditions applicable to section 26.**

## Accidental Damage

**You are covered** up to the amount shown in the Schedule of Benefits for the costs of repairing Your Gadget as a result of Accidental Damage. If We are unable to economically repair Your Gadget then, at Our discretion, a Replacement Item will be provided by Us.

**You are not covered** for Accidental Damage caused by:

1. Deliberate damage or neglect of the Gadget;
2. Failure on Your part to follow the manufacturer's instructions;
3. Inspection, maintenance, routine servicing or cleaning.

**Please also refer to the 'what is not covered' section and conditions applicable to section 26.**

## Theft or loss

**You are covered** up to the amount shown in the Schedule of Benefits to replace Your Gadget with a Replacement Item if it is stolen or lost. Where only part or parts of Your Gadget have been stolen or lost, We will only replace for that part or parts.

## You are not covered

1. Where the Theft has occurred from any motor vehicle where You or someone acting on Your behalf is not in the vehicle, unless the Gadget has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. for theft from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. Where the Gadget has been removed from Your control or the control of a member of Your Immediate Family unless it was concealed either on or about Your person or on or about the person of a member of Your Immediate Family and has not been left Unattended.
4. Where the Gadget has been left Unattended when it is away from Your Home;
5. Where all precautions have not been taken;
6. If You do not report the Theft or loss of Your Gadget to the Police within 48 hours of discovering it and do not obtain a written police report.

**Please also refer to the 'what is not covered' section and conditions applicable to section 26.**

## Breakdown

**You are covered** up to the amount shown in the Schedule of Benefits If a Breakdown of Your Gadget occurs outside of the manufacturer's guarantee or warranty period, We will pay up to the amount shown in the Schedule of Benefits for the repair costs. If We are unable to economically repair Your Gadget then, at Our discretion, a Replacement Item will be provided by Us.

**You are not covered** for any Breakdown claims excluded under the "What is Not Covered" section.

**Please also refer to the 'what is not covered' section and conditions applicable to section 26.**

## Liquid Damage

**You are covered** up to the amount shown in the Schedule of Benefits to repair or provide a Replacement Item for Your Gadget if it is damaged as a result of accidentally coming into contact with any liquid.

**You are not covered** for any liquid damage claims excluded under the "What is Not Covered" section.

**Please also refer to the 'what is not covered' section and conditions applicable to section 26.**

## Unauthorised Calls, Texts or Data Use

*Where Your Gadget is a device where You are charged for Unauthorised Calls, Texts or Data Use and it is lost or stolen,*

**You are covered** for cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by Your airline provider. This is subject to You providing an itemised bill. The maximum We will pay for any one occurrence is £100.

**You are not covered** for any Unauthorised Calls, Texts or Data Use where the Theft has not been reported to Your airline provider within 12 hours of the theft.

**Please also refer to the 'what is not covered' section and conditions applicable to section 26.**

## What is not covered

1. The amount of the Excess shown in the Policy Options Benefits Schedule. This is increased to £100 in respect of claims for loss.
2. Repairs or any other costs for:
  - a) Cleaning, inspection, routine servicing or maintenance;
  - b) Loss or damage arising from a manufacturer's defect or recall of the Gadget;
  - c) Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
  - d) Any repairs carried out without prior authorisation from Us;
  - e) Wear and tear to the Gadget and/or gradual deterioration of performance;
  - f) Cosmetic Damage.
3. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
4. Any claim made, or any event causing the need for a claim to be made, which occurred prior to the Commencement Date of the Period of Insurance.
5. Any claim for a mobile phone which has not been used for its core purpose since the inception of Your policy, or since it was added to Your policy, as verified by Your airline provider.
6. Any claim arising whilst You are not on a Trip.
7. Any repair or replacement if a SIM card registered to You was not in the insured mobile phone or Gadget at the time of the Accidental Damage, Theft, Loss, Breakdown, or liquid damage.
8. Any expense incurred arising from not being able to use the Gadget, or any costs other than the repair or replacement costs of the Gadget.
9. Accidental Damage, Theft, Loss, Breakdown or liquid damage to Accessories of any kind.
10. Any Breakdown arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, Accessories or associated equipment to correctly recognise and process any calendar date or time.
11. Reconnection costs or subscription fees of any kind.
12. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
13. Items purchased from an on-line auction site unless from a VAT registered supplier.
14. Any costs for loss or damage to information or data or software contained in or stored on the Gadget whether arising as a result of a claim paid by this insurance or otherwise.
15. Any other costs that arise directly or indirectly from the event which led to Your claim unless specifically stated in this policy.
16. Liability of whatsoever nature arising from ownership or use of the Gadget, including any illness or injury resulting from it.
17. Value Added Tax (VAT) where You are registered with HM Revenue & Customs for VAT.
18. Claims arising from Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
19. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
20. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
21. Claims for any Gadget used in connection with Your profession or trade.
22. Any Gadget more specifically insured elsewhere.
23. Any claim if You are travelling to a country where the Foreign and Commonwealth Office (FCO) You have advised against all but essential travel. You can check the FCO travel advice at [www.fco.gov.uk](http://www.fco.gov.uk).

## Special conditions applicable to Section 26

1. Cover is limited to one claim per item during any single Period of Insurance. Cover is limited to one replacement per Period of Insurance per item, up to the amount specified in Your policy schedule.
2. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.
3. This insurance only covers Gadgets purchased in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the Gadget for the period and destination shown on Your schedule. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by Us.
4. The Gadget must be less than 6 years old (except for laptops which must be less than 3 years old) at the Commencement Date of the insurance, with valid Proof of Purchase. All items must have been purchased as new from a VAT registered company and must be in full working order at the commencement Date of this policy.
5. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to: take care to supply accurate and complete answers to all the questions We may ask as part of Your application for cover under the policy; to make sure that all information supplied as part of Your application for cover is true and correct and; to tell Us of any changes to the answers You have given as soon as possible. Failure to provide answers in line with the requirement of the act may mean that Your policy is invalid and that it does not operate in the event of a claim.
6. You must provide Us with any receipts, Proof of Purchase or documents to support Your claim as requested. All Proof of Purchase must include the make and model of the Gadget and must be in Your name. If We do not receive the documents We have requested from You or if any documents submitted by You are not acceptable to Us, it may delay Your claim or We may decline to pay Your claim.
7. You must take all precautions to prevent any damage to Your Gadget.
8. If Your Gadget is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc), You must notify such carrier immediately and obtain a copy of their report.
9. We will process Your claim under the terms and conditions of this insurance based on the first reason notified to Us for the claim. Please note that it may be necessary for Us to contact Your Airtime Provider in order to validate Your claim.
10. This cover is limited to one replacement per insured item per Period of Insurance.
11. Cover for Your Gadget applies to You as the person who purchased the policy and Your Immediate Family.
12. The benefits of this policy cannot be transferred to someone else or to any other Gadget without Our written permission.

## Replacement Conditions

Where We are able to provide a replacement, this is not on a 'new for old' basis. Cover is limited to one replacement per Period of Insurance per item, up to the amount specified in Your policy schedule. If Your Gadget cannot be replaced with an identical Gadget of the same age and condition, We will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original Gadget subject to the following depreciation scale:

- 10% over two years old and less than three years old
- 20% over three years old and less than four years old
- 30% over four years old and less than five years old
- 40% over five years old and less than six years old

## If you need to make a claim under Section 26

You must:

1. Notify **TrinityM Claims**  
Telephone: **0207 7851 702** or  
Email: **Gadget.claims@trinitym.co.uk**  
as soon as possible after any incident likely to result in a claim under this insurance;
2. Report the Theft of Your mobile phone within 12 hours of discovery of the occurrence of the Theft, to Your airtime provider and instruct them to blacklist Your handset;
3. Report the Theft of Your Gadget to the police within 24 hours of discovery and obtain a written Police report or crime reference number in relation to the Theft of the item.
4. If We replace Your Gadget the ownership of the damaged or lost item is transferred to Us once You have received the Replacement Item We have supplied. If the Gadget You have claimed for is returned or found, You must notify Us and send it to Us if We ask You to do so.  
Before Your claim can be approved, You must pay the Excess. The Excess is £50 per claim, increased to £100 in respect of claim for loss of the item (s)  
If the above terms are not adhered to, then Your claim may not be paid or paid in full.

UK General Insurance Ltd is an insurer's agent and in the matters of a claim, act on behalf of the Insurer.

## Complaints Procedure - Section 26

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so We can try to put things right. If You have cause for complaint, it is important You know We are committed to providing You with an exceptional level of service and customer care.

Complaints regarding the sale of the policy:  
Please contact the broker who arranged the Insurance on Your behalf.

Complaints regarding claims:  
Please contact:

**TrinityM Ltd PO Box 568, Tonbridge TN9 9LT.**  
**Tel: 0207 7851 702.**  
**E-mail: Gadget.claims@trinitym.co.uk**

In all correspondence, please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 06033

If Your complaint about Your claim or the sale of Your policy cannot be resolved by the end of the next working day, it will be passed to:

**Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ**

**Tel: 0845 218 2685**

**Email: customerrelations@ukgeneral.co.uk.**

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

**The Financial Ombudsman Service**  
**Exchange Tower**  
**Harbour Exchange Square**  
**London**  
**E14 9GE**  
**Tel: 0800 023 4 567**  
**Mob: 0300 123 9 123**

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights, contact Your local authority Trading Standards Service or Citizens Advice Bureau.

## Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).