# Important contact details

24-hr Emergency medical assistance:

(for medical emergency or curtailment requests)

Call: UK +44 (0)20 8603 9485
Email: medical@allianz-assistance.co.uk

Customer services:

Call: **UK +44 (0)20 7938 1734** 

Medical screening service

O || 111/ 44 /0\1700 407 007

(to declare a condition or change in your circumstances)

Call: **UK +44 (0)1702 427 237** 

Claims (sections A-F & H):

Call: **UK +44 (0)1702 553 443** 

Visit: www.submitaclaim.co.uk/mountaink
Email: info@csal.co.uk

24-hr Legal helpline (section G):

Call: **UK +44 (0)20 8603 9804** 

This document is available in large print, audio or Braille.

Call **UK +44 (0)20 7938 1734** if you need one of these alternative versions.





# TRAVEL INSURANCE 2020-2022

3rd Edition

PLEASE ENSURE YOU READ THIS DOCUMENT CAREFULLY AND KEEP IT WITH YOU WHEN TRAVELLING

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### Initial disclosure document

#### The Financial Conduct Authority

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

#### Who regulates us?

Mountain Kingdoms, 20 Long Street, Wooton-Under-Edge, Gloucester GL12 7BT (registration no. 490042), is an Appointed Representative of Campbell Irvine Ltd (registration No.306242) who is authorised and regulated by the Financial Conduct Authority. You may check this on the Financial Services register www.fca.org.uk or by contacting them on Tel: UK +44 (0)800 111 6768.

#### Which service will we provide you with?

We do not recommend products after assessing your needs for Travel Insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

#### What will you have to pay us for our services?

We do not charge for arranging this insurance for you, you only pay us the premium for your policy. We are paid for our services to you by the insurer AWP P&C SA. This payment is a mixture of commission and other fees based on our costs for supplying you with this policy. We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

# Are you covered by Financial Services Compensation Scheme (FSCS)?

In the unlikely event the seller of this insurance is unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. You can contact them by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Phoning: UK +44 (0)800 678 1100 or

UK +44 (0)20 7741 4100. Visiting: www.fscs.org.uk

#### Settlement terms

We will be responsible for collecting payment for all premiums and any alterations as soon as practicable but prior to inception of your policy. All premiums paid to us will be held as Agent of the insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfer.

#### Your policy

Should you mislay your policy a replacement will be issued upon written request.

#### Governing law and language

The law of England and Wales allows the parties to choose the law applicable to the contract. You agree that;

- 1 This policy will be governed and interpreted in accordance with the law of England and Wales and the English courts will have exclusive jurisdiction in any dispute; and
- **2** Communication of and in connection with this policy shall be in the English language.

#### If the insurer has to cancel your policy

If the insurer no longer wishes to offer this policy and needs to cancel, we will write to you at the current address we have. The policy will then be cancelled 30 days after the date of our letter. If the policy is cancelled, we will refund any premium you paid in respect of the cancelled period, provided you have not made a claim under the policy during that period of Insurance.

#### Other taxes or costs

Other taxes or costs may exist which are not imposed or charged by us.

#### What to do if you have a complaint

Please see the complaints procedure detailed in the policy.

### Demands and needs

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded pre-existing medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy. Subject to terms and conditions and maximum sums insured.

#### **Important**

This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this policy (paying particular attention to the terms and conditions and exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading this policy you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

# **Policy**

### Introduction

This policy, booking invoice or validation certificate (as applicable) and any endorsements set out the terms of the one contract between the <code>insured person(s)</code> and the <code>insurer</code> and which sections of cover are operative.

Please read all of these documents to make sure they provide the cover required.

If they are not correct, or do not meet **your** demands and needs, please immediately return them within the 21 day cooling off period.

**You** must take reasonable care not to make any misrepresentations and to provide complete and accurate answers to the questions **we** ask when **you** take out or make changes to **your** policy. If **you** fail to do so, **your** policy may be void, or it may be cancelled, or **your** claim may be rejected or not fully paid.

This policy is underwritten by AWP P&C SA and administered in the UK by Allianz Assistance, a trading name of AWP Assistance UK Ltd, Registered in England No 1710361, Registered Office PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

AVVP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

### **Definition of words**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions are highlighted by the use of bold print.

#### Baggage

Luggage, clothing, personal effects, **valuables** and other articles (but excluding personal money, tickets or documents of any kind) which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any insured trip.

#### Close relative

Mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in-law, son in-law, daughter in-law, brother in-law, sister in-law, step parent, step child, step sister, step brother or legal guardian.

#### Dependent business partner

A person who works for the same employer as **you** and whose absence from work necessitates **your** presence.

#### Diagnostic tests

All laboratory and imaging (invasive and non-invasive) tests ordered by the treating **doctor** to help diagnose or rule out a suspected illness or condition including PET scans, CT scans, MRIs, EKGs, EMGs, X-rays, echocardiograms, cardiac nuclear studies or cardiovascular procedures such as coronary angiograms plus blood, urine or histopathological tests.

#### Doctor

A registered practising member of the medical profession who is not related to **you** or any person with whom **you** are travelling.

#### Epidemic

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

#### Home country

The country that **you** normally reside in.

#### Insured person, you, your

Any person named on the booking invoice or validation certificate (as applicable).

#### Insurer

AWP P&C. SA

#### Medical condition

Any disease, illness or injury.

#### **Pandemic**

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

#### Policy excess

The first part of the claim that **you** will be responsible for paying. When applicable, this amount applies to each claim, per section, for each separate incident per **insured person**.

#### Pre-existing medical condition

- a Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, cancer, psychiatric or psychological condition (including anxiety, stress and depression) for which you have received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed medication) in the last five years.
- b Any medical condition for which you have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or are prescribed medication.

#### Quarantine

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

#### Strike or industrial action

Any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

#### Terrorism (including cyber terrorism)

An act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear, including but not limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation or government.

#### Travelling companion

A person **you** have arranged to travel with on **your** journey and without whom it would be unreasonable to expect **you** to continue **your** journey.

#### Unattended

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

# Utilisation of nuclear, chemical or biological weapons of mass destruction

The use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

#### Valuables

Audio, visual, video, photographic, computer, laptops, iPad and/or android tablet or similar device, and portable navigation equipment, ipods, ipod touch and/or accessories, ebook readers, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, electronic games and sports equipment.

#### Volunteering

You taking part in community or wildlife based conservation/project work when arranged by a professional organisation. This includes caring and teaching; and may also include supervised building/renovation projects if the activity does not form part of your usual occupation or involve the use of plant/trade/industrial machinery, or non domestic power tools.

#### We, our, us

Allianz Assistance, which administers the insurance on behalf of the **insurer**.

#### Winter sports equipment

Skis (including bindings), ski boots, ski poles and snowboards.

### Schedule of cover

	Section/Cover	Cover limits (up to)	Excess
A	Emergency medical expenses Diagnostic tests In-patient benefit Criminal injuries Additional mountain rescue (risk to life)	£5 million £10,000 £20/day max. £200 £100/day max. £5,000 £2,000	*\$70 \$70 Nil Nil \$70
В	Personal liability	£2 million	£250
C	Personal accident	£25,000	Nil
D	Cancellation or curtailment	£5,000	£70
E	<b>Travel delay</b> Delayed departure or arrival Abandonment Hijack of aircraft Missed departure	£50 / 8 hr delay, max. £150 £1,000 after 8 hrs delay £100 / day, max. £3,000 £300	Zi  Zi  Zi  Zi
F	Personal effects Baggage Personal money Tickets Passport and visas Delayed baggage	£2,000 £300 £1,000 £250 £300 after 8 hour delay	£70 £70 £70 £70 £70 Nil
G	Legal expenses	£50,000	£250
Н	Winter sports extension (Optional) Winter sports equipment Winter sports equipment hire Ski pack Piste closure Avalanche closure	£350 £200 £300 £20 / day, max. £200 £150	£70 £70 £70 Nil £70

#### Notes

#### Inner limits

This is only a summary of the sums insured and **policy excess**. Please refer to the individual sections of cover of this policy for full details.

#### \*Helicopter mountain medical rescue in Nepal

If **you** require helicopter mountain medical rescue in Nepal, all costs will need to be pre-authorised by the **insurer's** medical emergency assistance service and the **policy excess** will be increased to £500.

Authority is, however provided by the **insurer** to the Mountain Kingdom's Tour Leader to authorise and arrange a helicopter rescue that is required in the event of a medical emergency and on medical advice and strictly on the understanding that all appropriate efforts have been made to contact the **insurer's** 24 hour medical emergency assistance service but where for whatever reason such contact attempt was unsuccessful. Following any such arrangement by the Tour Leader, the **insurer's** 24 hour medical emergency assistance service must be notified at the first available opportunity.

### General enquiries

If **you** have any general queries concerning this Insurance, or if there is anything **you** do not understand, please contact the Insurance Brokers who arrange the scheme:

Write to: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ.

Phone: UK +44 (0)20 7938 1734.

### 24-hour medical emergency assistance service

Please tell **us** immediately about any serious illness or accident abroad where **you** have to go into hospital or **you** may have to return home early or extend **your** stay because of any illness or injury. If **you** are unable to do this because the condition is life, limb, sight or organ threatening, **you** should contact **us** as soon as **you** can. **You** must also tell **us** if **your** medical expenses are over **£500**. If **you** are claiming for a minor illness or accident **you** should, where possible, pay the costs initially and reclaim the money from **us** later. **You** can call 24 hours a day 365 days a year or email.

Phone: UK +44 (0)20 8603 9485 Fax: UK +44 (0)20 8603 0204

Email: medical@allianz-assistance.co.uk Quote ref: Mountain Kingdom 7289TVL 07/20

Please give **us your** age and **your** insurance booking or validation certificate number. Say that **you** are insured with Mountain Kingdom 7289TVL 07/20. Below are some of the ways the 24-hour medical emergency assistance service can help.

#### Confirmation of payment

We will contact hospitals or doctors abroad and guarantee to pay their fees, providing you have a valid claim. We may require written consent to contact your doctor to obtain details of any past medical history specifically relating to your claim.

#### Repatriation

If **our** medical advisers think it would be in **your** medical interests to bring **you** back to **your** home or to a hospital or nursing home in **your home country**, **you** will normally be transferred by regular airline or road ambulance. Where medically necessary in very serious or urgent cases, **we** will use an air ambulance. **We** will consult the treating **doctor** and **our** medical advisers first. If **you** need to go home early, the treating **doctor** must provide a certificate confirming that **you** are fit to travel. Without this the airline can refuse to carry any sick or injured person.

You can contact us at any time, day or night. You will be answered by one of our experienced assistance co-ordinators who you should give all relevant information to. Please make sure you have details of your policy before you phone.

#### Note

Failure to contact the medical emergency assistance service to obtain **our** authorisation may result in **your** claim being reduced or declined.

# Making a claim

#### For claims under Sections A-F and H

To submit a claim online please go to: www.submitaclaim.co.uk/mountaink

Alternatively **you** can download a claim form at: **www.csal.co.uk** or **you** can

Write to: Claims Settlement Agencies 308-314 London Road, Hadleigh, Essex SS7 2DD

Phone: UK +44 (0)1702 553 443 Email: info@csal.co.uk

#### For claims under Section G

You can call our 24-hour legal helpline for advice on a travel related legal problem to do with your trip.

Phone: UK +44 (0)20 8603 9804

#### THIS IS NOT PRIVATE MEDICAL INSURANCE.

A note to **you** and all **your doctors** and hospitals. This is not a private medical insurance. If any medical treatment is needed, **you** must tell **us** immediately or **we** may not guarantee medical expenses. If **you** need any medical treatment, **you** must allow the medical emergency assistance service to see all of **your** medical records and information.

### Health declaration and health exclusions

#### Important declaration

Anyone named under this policy should have read this Important declaration and understood the terms, conditions and exclusions relating to the health of **you** and anyone else upon whom **your** trip depends.

This policy contains health restrictions that apply to **your** cover under certain sections of this policy. This policy can only provide cover in respect of an accident or illness which is sudden, unforeseen and beyond **your** reasonable control.

Cover is excluded for any defined **pre-existing medical condition**. If in doubt please contact **our** medical screening service, in confidence on: **UK +44 (0)1702 427 237** or, online at

www.policyscreening.com/mk

#### Definition of a Pre-existing medical condition:

- a Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, cancer, psychiatric or psychological condition (including anxiety, stress and depression) for which you have received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed medication) in the last five years.
- b Any medical condition for which you have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or are prescribed medication.

# How to disclose pre-existing medical conditions

#### Medical screening

The medical screening service is optional for those persons wishing to establish if additional cover may be offered to include **pre-existing medical conditions**. **You** will be asked for **your** personal and travel details. Please have **your** insurance policy number to hand if known.

You will be advised whether the pre-existing medical condition may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and you elect to take up the offer of the additional cover, you will be given a medical screening reference number and a letter will be sent to you upon receipt of payment. Any additional premiums must be paid directly to the medical screening service and not the company you are arranging your travel insurance with.

If **you** do not:

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- declare full details about your pre-existing medical condition to the medical screening service; or
- accept the special terms applied to your policy by the medical screening service

**you** will not be covered for any claims arising from:

- these pre-existing medical conditions; or
- any medical conditions linked to these pre-existing medical conditions.

There is no cancellation or curtailment cover for a **pre-existing medical condition** of persons not necessarily travelling but upon whom travel depends, such as a **close relative**, unless **you** are able to agree to the 'Non travelling relatives' section of this policy.

**You** should also refer to the 'General exclusions' of this policy.

If you fail to declare a medical condition and the policy would have still been issued to you but for an additional premium, the insurer may decide to make a proportionate settlement in line with the premium you have paid.

# Change in health

If **your** health changes after taking out this insurance, **you** do not need to tell **us** providing **your doctor** has confirmed to **you** that **you** remain medically fit to undertake the planned trip itinerary.

**We** cannot provide cover for new medical conditions for which **you** have not received a formal diagnosis.

# Non travelling relatives

You may have a close relative with a medical condition who is not travelling with you. In some cases, if their state of health deteriorates greatly, you may want to cancel or curtail your trip. Subject to all the other terms and conditions, such claims are covered if the close relative's doctor is prepared to

state that at the date **you** bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the **doctor** will not confirm this, **your** claim is not covered.

### **Pregnancy**

Claims relating to normal pregnancy, where there is no accompanying bodily injury, illness, disease or complication, are not covered under this policy. This policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

There is no cover for any claims arising from pregnancy when **you** are expected to give birth within two months of the return date of **your** trip.

Cover can only be considered where there is a complication of pregnancy or if **you** were unaware of the pregnancy at the time of purchasing the insurance or booking a trip (whichever is later) and **you** are advised not to travel by a **doctor**.

Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that **you** check with them or with any other transport provider before **you** book the trip. Please also ensure that **your doctor** and midwife are aware of **your** travel plans, that there are no known complications and that **you** are not travelling against any medical advice.

### Making a complaint

We aim to provide you with a first class policy and service. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem. If you make a complaint your legal rights will not be affected.

For complaints regarding the sale of your policy:
 Write to: The General Manager, Campbell Irvine Ltd,
 52 Earls Court Road, Kensington, London W8 6EJ.
 Phone: UK +44 (0)20 7938 1734

For complaints regarding claims or administration of your policy:

Write to: Customer Service, Allianz Assistance, 102 George Street, Croydon, CR9 6HD

Phone: **UK +44 (0)20 8603 9853** 

Email: customersupport@allianz-assistance.co.uk

If **you** are not satisfied with **our** final response **you** can refer the matter to the UK Financial Ombudsman Service for independent arbitration.

Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: **UK +44 (0)800 023 4567** or **UK +44 (0)300 123 9123** 

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

### Period of insurance

The period that **you** are insured for as shown on **your** booking invoice or validation certificate (as applicable).

#### Single trip

Cover under Section D – Cancellation starts from the date of issue stated on **your** booking invoice or validation certificate (as applicable) and ends when **you** leave **your** residence or place of business to commence travel. Cancellation cover shall only apply for a period of up to 24 months prior to the trip departure date stated on **your** booking invoice or validation certificate (as applicable).

Cover under all other sections of the policy starts when **you** leave **your** normal residence or place of business to commence **your** trip or from the date shown on the booking invoice or validation certificate (as appropriate).

All cover ends on **your** return home, within 24 hours of **your** return to **your home country**, or at the expiry of the period of insurance, whichever is first.

#### One way travel

All cover ceases on arrival at final destination.

#### Automatic trip extension

If **you** are prevented from completing **your** travel before the expiration of this Insurance as stated under the period of insurance on the booking invoice or validation certificate (as applicable) for reasons which are beyond **your** control, including ill health or failure of public transport, this policy will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

If **you** are hijacked, cover shall continue whilst **you** are subject to the control of the person(s) or their associates making the hijack during the period of insurance for a period not exceeding 12 months from the date of the hijack.

Please ensure **you** arrange cover for the entire duration of **your** travel.

### Important information

You must comply with all the terms and conditions stated in this policy, exercise reasonable care, and act as if uninsured at all times to have the full protection of the policy. If you do not comply the insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

#### **General conditions**

- 1 At the time of purchasing this policy you will have been asked questions to enable us to assess your risk. These may include but are not limited to questions about your state of health or that of a close relative or any planned sports or activities. You must take reasonable care to answer these questions completely and accurately. If the answers given change after the policy was purchased you must notify us of this change. Upon any failure to answer the questions completely, accurately or honestly, or to inform us of any change, your policy may be declared void, or be cancelled, or we may refuse to pay your claim in full or in part, or **we** may revise the premium due or **we** may change any policy excess, or the extent of your cover under the policy may be affected.
- 2 This policy is available for holiday or business travel but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature (other than volunteering) or any hazardous activity not agreed on behalf of the insurer.
- 3 An extra premium has to be paid for any person aged 66 years or more at the date of payment of insurance premium. The policy is not available for persons aged 79 years or more at the date of payment of insurance premium.

- 4 You must contact the medical emergency assistance service as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.
- 5 Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

#### Rights of third parties

We, the **insurer** and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number **UK +44 (0)800 678 1100** or **UK +44 (0)20 7741 4100**, or by visiting their website at **www.fscs.org.uk**.

### **Data protection**

We care about your personal data.

The summary below and **our** full privacy notice explain how Allianz Assistance protects **your** privacy and uses **your** personal data.

Our full privacy notice is available at www.allianz-assistance.co.uk/privacy-notice/

If a printed version is required, please write to Legal and Compliance Department, Allianz Assistance, 102 George Street, Croydon CR9 6HD.

How will we obtain and use your personal data? We will collect your personal data from a variety of sources including:

- Data that you provide to us; and
- Data that may be provided about you from certain third parties, such as your insurance representative, doctors in the event of a medical emergency or airline companies in the event of repatriation.

**We** will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

• Entering into or administering contracts with you;

# Who will have access to your personal data? We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who we deal with which provide part of the service to you such as in the event of a medical emergency;
- To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service that we have provided to you.

**We** will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

#### How long do we keep your personal data?

**We** will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

#### Where will your personal data be processed?

**Your** personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

What are your rights in respect of your personal data? You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that we provide it to you or a new insurer; and
- File a complaint

Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

#### How can you contact us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

For Allianz Assistance
 Write to: Data Protection Officer, AWP Assistance
 UK Ltd, 102 George Street, Croydon CR9 6HD

Phone: UK +44 (0)20 8603 9853 Email: AzPUKDP@allianz.com

#### Other privacy notices

If **you** would like to view the full privacy policy of Claims Settlement Agencies Limited visit:

#### www.csal.co.uk/privacy-policy

If **you** would like to view the full privacy policy of Campbell Irvine Limited visit:

www.campbellirvine.com

# Cooling off period

#### Statutory cancellation rights

**You** may cancel this policy within 21 days of receipt of the policy documents by contacting **your** issuing agent.

Any premium already paid will be refunded to **you** providing **you** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

# Cancellation outside the statutory 21 day cooling off period

**You** may cancel this policy at any time after the statutory 21 day cooling off period by contacting **your** issuing agent.

If **you** cancel after the statutory 21 day cooling off period no premium refund will be made.

#### Non payment of premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

### Reciprocal health care

This travel insurance policy is not a private medical insurance and where possible every effort should be made to utilise any reciprocal health care facility. If you require medical treatment in Australia you must enrol with Medicare www.humanservices.gov.au

It can be done after the first occasion on which **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. If **you** are admitted to hospital then immediate contact must be made with the medical emergency assistance service and their authority obtained in respect of any treatment not available under Medicare before such treatment is provided.

#### Note

**Your** failure to contact the medical emergency assistance service to obtain **our** authorisation may result in a claim being reduced or declined.

Should **you** require medical care in Europe, a European Health Insurance Card (EHIC) entitles **you** to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by following the online information at

www.ehic.org.uk
Telephone: 0300 330 1350

Please also note that if **you** have a valid claim for medical expenses which is reduced by **you:** 

- Using an EHIC; or;
- Taking advantage of a reciprocal health arrangement with **your home country**; or;
- Using **your** private medical insurance; at the point of treatment, then the **insurer** will not deduct the **policy excess**.

### Claim conditions

#### **Duplicate insurance**

If at the time of loss, theft, damage, expense or liability insured by Sections A, D, E, F, G and H there is another insurance against such loss or any part thereof, the **insurer** shall be liable under this Insurance for their proportionate share only of such loss.

#### Subrogation

The **insurer** is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for the **insurer's** benefit against any other party.

#### Documentation

All certificates, information and evidence required by the **insurer** shall be furnished at **your** or **your** legal personal representatives expense and shall be in such form and of such nature as the **insurer** may prescribe. **You** shall as often as required submit to medical examination on behalf of the **insurer** at their own expense and in the event of **your** death the **insurer** shall be entitled to have a post-mortem examination at their own expense.

#### Recognising our rights

You and each insured person must recognise the insurer's right to:

#### 1 Pay, repair or replace

Choose either to pay the amount of a claim (less any **policy excess** and up to any sum insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

#### 2 Inspect and dispose of items

Inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;

#### 3 Handle a claim in your name

Take over and deal with the defence or settlement of any claim in **your** name and keep any amount recovered;

#### 4 Pay in sterling

Settle all claims in pounds sterling;

#### 5 Be reimbursed promptly

Be reimbursed within 30 days for any costs or expenses that are not insured under this policy, which the **insurer** pays to **you** or on **your** behalf;

#### 6 Receive medical certificates

Be supplied at **your** expense with appropriate original medical certificates where required before paying a claim;

#### 7 Carry out medical examinations

Request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at **our** expense.

#### Paying claims

#### 1 Death

- a If you are 18 years old or over, claims are paid to your estate and the receipt given to the insurer by your personal representatives shall be a full discharge of all liability by the insurer in respect of the claim.
- b If you are aged under 18 years, the insurer shall pay any claim to your parent or legal guardian.
   Your parent or legal guardian's receipt shall be a full discharge of all liability by the insurer in respect of the claim.

#### 2 All other claims:

- a If you are 18 years old or over, the insurer shall pay the claim to you and your receipt shall be a full discharge of all liability by the insurer in respect of the claim.
- b If you are aged under 18 years, the insurer shall pay the appropriate benefit amount to your parent or legal guardian for your benefit. Your parent or legal guardian's receipt shall be a full discharge of all liability by the insurer in respect of the claim.

Please refer to the 'Claims checklist' at the back of this policy for a list of documentation required by **our** claims handlers to process a claim.

#### Fraudulent claims

**You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- 2 Make a statement in support of a claim knowing the statement to be false in any respect; or
- **3** Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 4 Make a claim in respect of any loss or damage caused by your wilful act or with your involvement.

#### Then the insurer:

- 1 Shall not pay the claim
- **2** Shall not pay any other claim which has been made or will be made under the policy.
- 3 May at their option declare the policy void.
- **4** Shall be entitled to recover from **you** the amount of any claim already paid under the policy.
- 5 Shall not make any premium returns.
- 6 May inform the police of the circumstances.

### General exclusions

# Policy excesses – Applicable to most claims The insurer shall not pay:

- 1 The first £70 of each and every claim, per incident claimed for under each section by each insured person.
- 2 The first £250 of each and every claim arising from the same incident under Section B - Personal liability (in respect of the use of rented temporary accommodation only) and G - Legal expenses.
- 3 The first £500 of each and every claim, by each insured person under Section A1, if the claim involves helicopter mountain medical rescue in Nepal.

No **policy excess** applies to Section C - Personal accident, Section D - Cancellation and curtailment (Loss of deposit only claims), Section E - Travel delay, Section F5 - Delayed baggage and Section H - Piste closure only.

Please also note that if **you** have a valid claim for medical expenses which is reduced by **you** using an EHIC; or taking advantage of a reciprocal health agreement with **your home country**; or using **your** private medical insurance; at the point of treatment, then the **insurer** will not deduct the **policy excess**.

You will not be covered under Section A – Medical expenses, Section C – Personal accident and Section D – Cancellation or curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

- 1 At the time of taking out this policy:
- a Any pre-existing medical condition unless you have contacted the medical screening service on UK +44 (0)1702 427 237 or, online at www.policyscreening.com/mk and the insurer has agreed to provide cover and you have paid any additional premium required.
- b Any medical condition that you or any other person not necessarily travelling but upon whom travel depends such as a close relative has received a terminal prognosis.
- **c** Any **medical condition you** are aware of but which has not had a formal diagnosis.
- d Any medical condition for which you or any other person not necessarily travelling but upon whom travel depends such as a close relative is on a waiting list for or has knowledge of the need for surgery in a hospital; or

2 After the date this policy was purchased: A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the 'Health declaration and

health exclusions' section has not been followed.

- **3** At any time:
  - a Any medical condition where you have travelled despite a doctor advising you not to travel (or where they would have advised you not to travel had you sought their advice).
  - b Any surgery, treatment or investigations for which you intend to travel outside your home country to receive (including any expenses incurred due to the discovery of other medical conditions during and/ or complications arising from these procedures).
  - c Any medical condition for which you or any other person not necessarily travelling but upon whom travel depends such as a close relative is not taking the recommended treatment or prescribed medication as directed by a doctor.
  - d Pregnancy known at the time of booking your trip or buying this policy (whichever is later) if you are expected to give birth within two months of the return date of your trip;
  - e Participating in any activity where you have been advised against doing so by a doctor or where you would have been advised against participating if you had sought your doctors' advice.

The insurer shall not pay (unless agreed in writing by or on behalf of the insurer) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 a i Mountaineering or climbing; potholing; sports tours; motorised competitions; racing; competing in or practising for speed or time trials of any kind; or
  - ii Travelling by quad bike or motorcycle (except for quad bikes or motorcycles up to 125cc which are hired or borrowed during the period of insurance and when you are wearing a crash helmet); or
  - iii Driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle on a public highway without the appropriate driving licence.
  - iv Skiing, snowboarding and snowmobiling unless the appropriate premium has been paid and this is shown on the booking invoice or validation certificate (as applicable), but always excluding racing, ski jumping, freestyle winter sports, ice hockey or the use of bobsleighs or skeletons.

- **b** Any activity where **you** do not wear the recommended/recognised safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers/providers; or
- c Any activity in the air (other than as a passenger in a fully licensed passenger-carrying-aircraft, bungee jumping or parasailing); or
- d Any unusually hazardous activity or extreme sport that has not been booked through or organised by Mountain Kingdoms, including but not limited to scrambling; canyoning/kloofing; trekking over 4,000 metres; scuba diving to a depth greater than 30 metres, or solo diving; professional or competitive sports or activities; competing in or practising for speed or time trials of any kind; work of a predominantly manual nature; expeditions to remote, hazardous or polar regions; or any variation of an excluded sport or activity unless the appropriate additional premium has been paid and shown on your booking invoice or validation certificate (as applicable); or
- e Wilful exposure to needless danger (other than in an attempt to save human life); or
- **f** Air travel within 24 hours of scuba diving.

#### Note

- Exclusions 1a. 1b. 1c and 1d are not applicable to cancellation claims under Section D.
- See 'Sporting and adventurous activities' section.
- 2 Private medical treatment unless authorised by the medical emergency assistance service.
- **3** Any wilfully self inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.
- 4 Your participation in any criminal or illegal acts.
- **5** a Unless the **insurer** provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which you are claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.
- **b** Any costs for:
- i phone calls (other than the first call to the medical emergency assistance service to notify them of a medical problem requiring hospitalisation); or
- ii taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or
- iii food and drink expenses (unless these form part of your hospital costs if you are kept as an
- 6 Any exposure to the utilisation of nuclear, chemical or biological weapons of mass destruction

- **7 a** lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- **b** The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 8 Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- **9** Any consequence of any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of terrorism (including cyber terrorism) where you are actively engaged and/or where you have travelled and/or **you** remain contrary to Foreign and Commonwealth Office travel advice.
- 10 An epidemic or pandemic, except as expressly covered under Section A - Emergency medical expenses. Section D - Cancellation or curtailment and Section H - Winter sports extension.
- 11 You travelling to or choosing to remain in a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised against all travel or all but essential travel, or where you have travelled against the advice of the local authority at your trip destination, unless agreed by or on behalf of the insurer.
- 12 Any search or ship to shore rescue costs (cost charged to you by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This exclusion does not include medical evacuation costs by the most appropriate transport detailed in Section A1, or Additional mountain rescue (risk to life) costs detailed in Section A5.
- 13 Something that happened before your policy or travel tickets for your trip were bought (whichever is later) and which could reasonably have been expected to give rise to a claim, unless the **insurer's** agree to it in writing.
- 14 The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.
- 15 Any other loss connected to the event you are claiming for unless the **insurer** specifically provides cover under this policy.
- 16 Any disinclination to travel.
- 17 Any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Section A - Emergency medical expenses

#### WHAT YOU ARE COVERED FOR

#### 1 Emergency medical, repatriation and associated expenses - Up to £5 million

If you suffer accidental bodily injury or become ill (including being diagnosed with an epidemic or pandemic disease such as COVID-19 as well as being subject to compulsory quarantine on the orders of a treating **doctor**) the **insurer** will pay:

a normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside your home country including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing attendance charaes. physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/ necessary transport charges (including helicopter/air ambulance charges if medically necessary and authorised by the medical emergency assistance service; or their agents).

The **insurer** reserves the right to repatriate **you** to your home country when in the opinion of the medical emergency assistance service, you are

- **b** reasonable additional accommodation and repatriation expenses incurred by you and any one member of your family or party who has to remain or travel with you, when certified by a doctor to be strictly necessary on medical grounds, and approved by the medical emergency assistance service.
- c the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.
- **d** the reasonable cost of transporting **your** remains to your home country (the costs of burial or cremation is not included) or funeral expenses including burial or cremation incurred abroad up to £1,000.

#### 2 Diagnostic tests - Up to £10,000 The insurer will pay up to £10,000 for diagnostic tests incurred outside your home country.

# 3 In-patient benefit - Up to £200 In addition to the costs referred to above, the **insurer**

will also pay the sum of £20 compensation for each complete day, up to £200, that you are admitted to hospital outside your home country.

#### 4 Criminal injuries - Up to £5,000

Should you be admitted to hospital as an in-patient as a result of receiving criminal injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the in-patient benefit payable under Section A3 is increased to £100 each complete day, up to £5,000, that you are admitted to hospital outside of your home country.

#### 5 Additional mountain rescue (risk to life) -Up to £2.000

If during the period of insurance local rescue authorities declare you need mountain rescue to avoid risk to your life despite not being ill or injured, the insurer will pay up to £2,000 for receipted rescue costs if authorised by the medical emergency assistance service or their agents.

#### Conditions specific to A5 - Additional mountain rescue (risk to life).

- 1 Contact must be made with the medical emergency assistance service on UK +44 (0)20 8603 9485 as soon as possible:
- 2 All reasonable local safety advice has been obtained and followed:
- 3 Expenses are only payable for your proportion of the mountain rescue operation up to the sum insured.
- 4 Costs will only be covered up to the point when you are recovered by the mountain rescue services or at the time when the authorities advise that continuing the rescue is no longer viable.
- **5** A written statement from the appropriate local rescue authorities involved in the rescue must be obtained and provided to the insurer in the event of a claim.

#### WHAT YOU ARE NOT COVERED FOR

#### **Exclusions applicable to Section A**

The **insurer** shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- Travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- 2 A pre-existing medical condition unless the insurer has agreed to provide cover and you have paid any additional premium required.
- 3 The cost of medical or surgical treatment of any kind received by you later than 52 weeks from the date of the accident or commencement of the illness.
- 4 Medical expenses incurred in your home country.
- 5 A claim that is not verified by a medical report whilst travelling.
- 6 Elective or cosmetic surgery is excluded except in the event of reconstruction following an accident. Any procedures require advance approval from the medical emergency assistance service.

- 7 Dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.
- 8 Any form of treatment or surgery which in the opinion of the medical emergency assistance service can be reasonably delayed until you return to your home country.
- 9 Any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your home country after the date when, in the opinion of the medical emergency assistance service, you should have done so.
- 10 Accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by the medical emergency assistance service.
- 11 Medication you are taking before and which you will have to continue taking during your trip (except in the event of accidental loss or damage to that medication).
- **12** A **policy excess** which will apply to this section, please refer to 'General exclusions'.

- d bodily injury caused directly or indirectly in connection with: the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;
- **e** fraudulent, dishonest or criminal acts of **you** or any person authorised by **you**.
- f any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
- g any claim assumed by you under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- **h** punitive or exemplary damages.

#### Provided that

1 You or your legal representatives give the insurer written notice immediately you receive any prosecution

- notice or inquest connected to circumstances which may lead to a claim under this section.
- 2 No admission, offer, promise, payment or indemnity shall be made by or on your behalf without the insurer's prior written consent.
- 3 Every claim notice, letter, writ or process or other document served on you shall be forwarded to the insurer immediately upon receipt.
- 4 The insurer shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for the insurer's own benefit any claim for indemnity or damages against all other parties or persons.
- 5 The insurer may at any time pay you in connection with any claim(s) up to £2 million (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made the insurer shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

# Section B - Personal liability

# WHAT YOU ARE COVERED FOR Up to £2 million

The **insurer** will pay up to **£2 million** (inclusive of legal costs and expenses) if **you** become legally liable to pay damages in respect of:

- 1 Accidental bodily injury, including death, illness and disease to a person; and/or
- **2** Accidental loss of or damage to property during the period of insurance.

The **insurer** will indemnify **you** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

#### WHAT YOU ARE NOT COVERED FOR

### Exclusions applicable to Section B

- 1 The **insurer** will not pay the **policy excess** as shown in the 'General exclusions' section.
- 2 The insurer will not pay for anything mentioned in the 'General exclusions' section.

- 3 The insurer will not pay any liability for:
- a bodily injury, illness or disease of any person who is your close relative, travelling companion, or under a contract of employment, service or apprenticeship with you when the bodily injury, illness or disease arises out of and in the course of their employment with you;
- b loss or damage to property belonging to or held in trust by or in the custody or control of you other than temporary accommodation occupied by you during the period of insurance;
- c bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by you or on behalf of you of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft), mechanically propelled vehicles (other than wheelchairs, electric wheelchairs and mobility scooters, golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);

### Section C - Personal accident

# WHAT YOU ARE COVERED FOR Up to £25,000

In the event of **you** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in **your** death or disablement within twelve calendar months of the injury, the **insurer** will pay the following sums insured:

 1 Death, or
 £10,000

 2 Loss of sight of one or both eyes, or
 £25,000

 3 Loss of one or more limbs. or
 £25,000

4 Permanent total disablement

Provided that

a the benefit payable under 1 above is reduced to £1,000 if you are under 16 years of age or 66 years of age or over at the time of death

**b** the total compensation in respect of any one **insured person** shall not exceed £25,000.

### Section specific definitions

#### Loss of one or more limbs:

loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

#### Loss of sight:

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.
- **b** in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

#### Permanent total disablement:

A disability which has lasted for at least 12 months from which the **insurer** believes **you** will never recover and which prevents **you** from carrying out any gainful occupation for which **you** are reasonably qualified by way of training, education or experience.

#### Note

£25.000

If **you** were already disabled before the bodily injury or already had a condition which is gradually getting worse, the **insurer** may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:

- 1 the disability after the bodily injury; and
- 2 the extent to which the disability is affected by the disability or condition before the accident

### Section D - Cancellation or curtailment

#### WHAT YOU ARE COVERED FOR

**Up to £5,000** (Unless the appropriate additional 'Top up cancellation' premium has been paid and is shown on **your** booking invoice or validation certificate (as applicable)).

Should **you** necessarily have to cancel the projected trip before commencement or curtail it before completion as a result of:

- 1 The death, accidental bodily injury or illness (including being diagnosed with an **epidemic** or a **pandemic** disease such as COVID-19) of **you** or a **travelling companion**.
- 2 You or a travelling companion being held in quarantine before your trip or during your trip by order or other requirement of a government or public authority, based on their suspicion that you or a travelling companion, specifically, have been exposed to a contagious disease (including an epidemic or a pandemic disease such as COVID-19). This does not include any quarantine that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where the person is travelling to, from or through.
- 3 Redundancy of you or a travelling companion that qualifies for payment under current redundancy legislation.
- 4 You or a travelling companion's previously agreed leave being cancelled where you or they are a member of the British Forces, police or government security staff.
- **5 You** or a **travelling companion** being summoned for jury service or witness attendance in court.
- 6 The death, serious injury or illness of,
- a a close relative, or
- **b** the person with whom **you** intend to reside at the holiday or journey destination, or
- c a dependent business partner;
- of **you** or **your travelling companion** which necessitates the presence of the person concerned.

#### Note

For **6a** above, this will include being diagnosed with an **epidemic** or a **pandemic** disease such as COVID-19.

- **7** Hijack.
- 8 Adverse weather conditions making it impossible for you to travel to initial point of departure at commencement of outward journey.
- 9 Major damage or burglary at your home or place of business which at the request of an emergency service requires your presence.
- 10 You or a travelling companion being refused boarding of the public transport you are booked to travel, on the order of any government, public authority or carrier, due to you or a travelling companion displaying symptoms of an epidemic or pandemic disease, such as COVID-19.

The **insurer** will pay either:

- 1 the cancellation prior to departure; or
- 2 the curtailment from the date you returned to your home country or the dates you were hospitalised as an in-patient;

of **your** irrecoverable portion of costs; for travel, air tickets, accommodation, pre-booked excursions, tours, courses and/or events up to the sum insured for any of the above reasons, which have not been used and **you** have paid or are contracted to pay. This includes **winter sports equipment** hire, ski school and lift passes for winter sports trips, when the appropriate premium has been paid and is shown on **your** booking invoice or validation certificate.

#### Note

The proportionate value of costs will be calculated either from the date of return to **your home country**, or from the date **you** were hospitalised as an inpatient until the date **you** are discharged. The claim will only be based on the number of full days not used.

Where return to **your home country** is necessary in an emergency situation **you** should contact the medical emergency assistance service who may be able to assist in having existing air tickets amended.

#### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section D

The **insurer** shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider, unless the reason is shown as being covered.
- 2 A pre-existing medical condition unless the insurer has agreed to provide cover and you have paid any additional premium required. There is no cancellation or curtailment cover for a pre-existing medical condition of persons not necessarily travelling but upon whom travel depends, such as a close relative unless you are able to agree to the 'Non travelling relatives' section of this policy.
- 3 The unused portions of your ticket, where repatriation has been arranged at the expense of the insurer.
- 4 You having to cut short your trip but not returning to your home country, in which case the insurer will only pay the equivalent costs which you would have incurred had you returned to your home country.

- 5 You being unable to continue with your travel due to you failing to obtain the passport or visa you require for your trip.
- 6 A disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).
- 7 Claims associated with the cost of accommodation paid for using Avios Awards or any other loyalty point scheme.
- 8 Any claim for return travel where the insurer has paid extra transport costs for you to return to your home country.
- **9** Any costs for:
  - a telephone calls;
  - **b** booking, credit card and non-Sterling transaction fees; or
  - c administration costs.
- **10** A **policy excess** which will apply to this section, please refer to 'General exclusions'.

# Section E - Travel delay

#### WHAT YOU ARE COVERED FOR

### 1 Delayed departure or arrival

a If the departure of the aircraft, train or sea vessel in which you have arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 8 hours later than the time specified in the travel itinerary, due to strike or industrial action, disruption, terrorism (including cyber terrorism), adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The **insurer** will pay **£50** for each complete 8 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to **£150**.

b If the departure of the aircraft, train or sea vessel in which you have arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary due to strike or industrial action, terrorism (including cyber terrorism), adverse weather conditions or mechanical breakdown of the aircraft, train or sea vessel, and as a direct result, you elect to cancel the whole travel itinerary prior to departure.

The **insurer** will pay irrecoverable payments and charges made for the travel, accommodation, tours or excursions up to £1,000.

#### 2 Hijack of aircraft

The **insurer** will pay compensation of £100 per complete day that **you** are in detention due to unlawful seizure or wrongful exercise of control of an aircraft or the crew thereof, in which **you** are travelling as a passenger, up to £3,000.

#### 3 Missed departure

If you arrive at the point of international departure in your home country too late to commence the booked travel as the result of failure of scheduled public transport services in your home country due to inclement weather, strike or industrial action, terrorism (including cyber terrorism), disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which you are travelling to the point of departure, the insurer will pay up to £300 for additional travel and accommodation only expenses necessarily incurred by you in order to reach the booked outward destination (no cover for your return journey).

#### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section E

The **insurer** shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Strike or industrial action, terrorism (including cyber terrorism), disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
- 2 The withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a port authority or the Civil Aviation Authority or of any similar body.
- 3 You may only claim for the same event under one sub-section under Section E and not under multiple sub-sections.

### Section F - Personal effects

#### WHAT YOU ARE COVERED FOR

The **insurer** will pay for loss, theft or damage to:

- 1 Baggage Up to £2,000
- The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.
- 2 Personal money Up to £300
- Cash, bank or currency notes, including reasonable expenses incurred as a result of loss, theft or damage.
- 3 Tickets Up to £1,000
  - Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.
- 4 Passport or visas Up to £250
- In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.
- 5 Delayed baggage Up to £300
  - If **baggage** is temporarily lost for more than 8 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the **insurer** will pay **you** up to £300 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

#### Note

In respect of cash cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the later.

#### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Sections F and H

The **insurer** shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Damage due to moth, vermin, wear and tear and gradual deterioration.
- 2 Loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances cycles, wind or kite/surf boards or mobile telephones. Winter sports equipment is excluded unless the appropriate premium has been paid and is shown on the booking invoice or validation certificate (as applicable).
- 3 Loss, theft or damage to property hired to you or confiscated by police, customs or other relevant authority.
- 4 Loss, theft or damage not reported whilst travelling overseas to the police or other relevant authority and a written statement obtained in confirmation.
- 5 The breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle in which they are being carried.
- 6 Mechanical breakdown or derangement.
- **7** Loss, theft or damage to business or professional goods, equipment or samples.

- 8 Loss, theft or damage to money, or **valuables** left **unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' baggage.
- **9** Shortages due to error or omission, depreciation in value.
- **10** A **policy excess** which will apply to this section, please refer to 'General exclusions'.

#### Provided that

You must comply with the following conditions to have the full protection of your policy. If you do not comply the insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

1 You shall at all times act as if un-insured and shall exercise reasonable care for the safety and supervision of your property and in the event of loss, theft or damage hereunder you shall take all reasonable steps to recover any lost property.

- 2 The maximum the **insurer** will pay for any insured article shall be limited to £300, the value of a pair or set of articles shall be limited to £300, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. You shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
- 3 Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
- 4 There is a maximum limit of £300 in total in respect of all valuables.
- 5 Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.
- 6 Claims for loss, theft or damage to spectacles or sunglasses are limited to £150 per pair. No policy excess shall apply.
- 7 Your failure to comply with local authority advice when checking in baggage may result in a claim being reduced or declined.

### Section G - Legal expenses

**You** can call **our** 24-hour legal helpline for advice on a travel related legal problem to do with **your** trip.

Phone: UK +44 (0)20 8603 9804

#### Section specific definitions Legal expenses:

- 1 Fees, expenses and other disbursements reasonably incurred (as determined by the insurer's legal counsel) by a legal representative in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused your bodily injury, death or illness.
- 2 Fees, expenses and other disbursements reasonably incurred (as determined by the insurer's legal counsel) by a legal representative in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.
- 3 Costs that you are legally liable for following an award of costs by any court or tribunal or an out-ofcourt settlement made in connection with any claim or legal proceedings.

#### Legal representative

A solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by the **insurer** to act on **your** behalf.

# WHAT YOU ARE COVERED FOR Up to £50,000

If you suffer an incident that results in bodily injury, death or illness caused by a third party during the period of insurance, the **insurer** will indemnify you for legal expenses incurred in pursuit of a claim for damages or compensation against the third party up to £50,000 for any one journey.

#### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section G

- 1 A policy excess will apply to this section, please refer to 'General exclusions'.
- 2 The insurer will not pay for anything mentioned in the General exclusions section.
- **3** The **insurer** will not pay any liability arising from:
- a Any claim reported to the insurer more than 12 months after the beginning of the incident which led to the claim;
- b Legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against you;
- c Legal expenses incurred before receiving the insurer's prior written approval, unless such costs would have been incurred subsequently to the insurer's approval;
- **d Legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
- e Legal expenses incurred for any claim or legal proceedings brought against:
  - i A travel agent, tour operator, carrier, insurer or their agent; or
- ii The insurer, you or any company or person involved in arranging this policy;
- **f** Fines, compensation or other penalties imposed by a court or other authority;
- g Legal expenses incurred after you have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or you not accepting an offer from the insurer to settle a claim;
- h Legal expenses which the insurer considers to be unreasonable or excessive or unreasonably incurred (as determined by the insurer's legal counsel);
- i Actions between individuals named on the booking invoice or validation certificate;
- j Legal expenses incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

#### Provided that

- 1 Written consent must be obtained from the insurer prior to incurring legal expenses. This consent will be given if you can satisfy the insurer that:
- a there are reasonable (as determined by the insurer's legal counsel) grounds for pursuing or defending the claim or legal proceedings; and
- b it is reasonable (as determined by the insurer's legal counsel) for legal expenses to be provided in a particular case.

The decision to grant consent will take into account the opinion of **your legal representative** as well as that of the **insurer's** own advisers. The **insurer** may request, at **your** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, **your** costs in obtaining this opinion will be covered by this policy.

- 2 All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- 3 If you are successful in any action, any legal expenses provided by the insurer will be reimbursed to the insurer.
- 4 The insurer may at their discretion assume control at any time of any claim or legal proceedings in your name for damages and or compensation from a third party.
- 5 The insurer may at their discretion offer to settle a claim with you instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.
- 6 The insurer may at their discretion offer to settle a counter-claim against you instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

# Section H - Winter sports extension (Optional)

This section is only applicable if the appropriate premium has been paid and is shown on the booking invoice or validation certificate (as applicable).

#### WHAT YOU ARE COVERED FOR

#### 1 Winter sports equipment - Up to £350

The **insurer** will pay up to the sum insured in respect of:

- a Loss, theft or breakage of winter sports equipment owned by you.
- **b** Loss, theft or breakage of **winter sports equipment** hired to and in **your** charge.

#### Note

There is a limit of £250 for any single item, set or pair.

There is an overall limit of £100 in respect of hired winter sports equipment. You will produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, the maximum payable shall be limited to £100.

Claims will in any event be settled on the basis of 20% depreciation each year for such items.

### 2 Winter sports equipment hire - Up to £200

The **insurer** will pay up to the sum insured in respect of the cost of necessary hire of **winter sports equipment** following:

- a Loss, theft or breakage of your winter sports equipment.
- b The misdirection or delay in transit of your winter sports equipment, subject to you being deprived of their use for not less than 12 hours.

### 3 Ski pack - Up to £300

The **insurer** will pay up to the sum insured in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the followina:

- a Your accident or sickness (including being diagnosed with an epidemic or pandemic disease such as COVID-19);
- **b** Loss, theft or damage of ski pass.

#### 4 Piste closure - Up to £200

The **insurer** will pay up to £20 for each 24 hour period that it is not possible to ski, up to the maximum sum insured, for additional transport costs incurred to reach an alternative resort caused by a lack of snow or avalanche at an Insured's pre-booked resort following the closure of skiing facilities.

#### 5 Avalanche closure - Up to £150

The **insurer** will pay up to the sum insured in respect of additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey by public transport is delayed beyond the scheduled arrival time as a direct result of avalanche. Subject to a delay of not less than 12 hours having occurred.

#### Note

This winter sports extension is subject to the same conditions and exclusions as Section F Personal effects, other than the exclusion of hired **winter sports equipment**.

#### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section H

The **insurer** shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Occurrences detailed above that do not occur during the period of insurance.
- **2 You** participating in ski-racing, ski-jumping, ice hockey, or the use of bob sleighs or skeletons.
- 3 Winter sports equipment hire, Ski pack, Piste closure or Avalanche benefits above not supported by documentary evidence.
- 4 The loss, theft or damage of winter sports equipment over five years old.
- 5 Loss, theft or damage to winter sports equipment carried on a vehicle roof rack.
- **6** Loss of or damage to **winter sports equipment** whilst in use.
- **7** Piste closure outside the months that constitute the local regular ski season.
- **8** A **policy excess** which will apply to this section, please refer to 'General exclusions'.

#### Note

Winter sports activities using a recognised piste are only insured if the appropriate premium has been paid and is shown on the booking invoice or validation certificate (as applicable).

Random 'off piste' winter sports activities will only be insured if, in addition to the requirement noted above, they are with a qualified instructor or in a group of not less than three persons in possession of working communications or portable telephones.

There is no cover for winter sports activities against local authority advice.

### Geographical areas

#### Area 1 - United Kingdom only

Whilst insurance is available for holidays in the United Kingdom (England, Scotland, Wales and Northern Ireland), Sections A - Emergency medical expenses shall not apply.

#### Area 2 - Europe

Europe means the continent of Europe west of the Ural Mountains, and includes the Isle of Man, the Channel Islands, Iceland, Jordan, Madeira, Republic of Ireland, the Canary Islands, Azores and Mediterranean Islands, as well as the countries bordering the Mediterranean.

### Area 3 - Worldwide excluding North America

North America means the USA, Canada.

- **a** For any period of cover purchased Area 3 can include a 48 hour stop-over anywhere in the world for both outward and return travel.
- b If the period of cover purchased is two months or more Area 3 can be extended to include a maximum of 6 days/nights anywhere in the world

Area 4 - Worldwide including North America
Anywhere in the world.

# Sporting and adventurous activities

Subject to the exclusions of this policy, recreational, non-professional (amateur) and non-competitive activities are automatically covered, provided that they are outlined in a Mountain Kingdoms itinerary, brochure, trip note, website, or other Mountain Kingdoms promotional literature (as applicable), and are booked through or organised by Mountain Kingdoms and the appropriate premium paid.

#### Note

Section B Personal liability excludes claims relating to the ownership possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.

### Claims checklist

The following documentation (if applicable) will be required by the Claims Handlers, in order that a claim may be processed.

Originals will be required, as settlement cannot be made with photocopied documents. Further documentation may be required depending on the individual circumstances of **your** claim.

Please note the policy does not cover the cost of obtaining duplicate receipt or medical certificates.

#### For all sections of cover you will be required to submit:

- Your booking invoice or validation certificate confirming proof of payment of the insurance premium
- Your travel trip itinerary confirming dates of travel.
- Your travel booking confirmation receipt(s) showing the date of original booking and amount paid.
- Travel/air tickets.

#### For Cancellation or curtailment:

- Your cancellation invoice.
- Completed medical certificate if cancellation for medical reasons (which can be found on the claim form).
- Copy of death certificate.
- Redundancy letter.
- Evidence from treating doctor confirming curtailment was medically necessary (curtailment only).

#### For Personal effects:

- Receipts or other evidence to support ownership and value for the items claimed.
- Baggage check tags.
- A written report from the person / company to whom the loss was reported whilst travelling overseas (e.g., police report).
- Proof of date and time baggage was returned to you (baggage delay claims only).
- Evidence to support damage (e.g. repairers report of total loss or damage).

#### For Emergency medical expenses:

- Original receipts.
- Medical evidence to support nature of illness or injury.
- Evidence of hospital admission and discharge.
- Additional travel tickets.

# For Travel delay (Delayed departure/arrival, Missed departure):

- Replacement tickets and invoices /receipts.
- A letter from the airline (or similar) confirming the scheduled and actual time of departure including the official cause of the delay.