# **HSBC** Gold MasterCard Travel Insurance Policy document

Please read this policy and keep it for reference

Effective from 1 March 2021

Policy number:





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# Important Information regarding your eligibility for this Travel Insurance

All insured persons must have been resident in the UK, Channel Islands or Isle of Man for at least six months before the journey was booked.

This insurance is only active if the HSBC Gold MasterCard account holder is a resident of the UK, Channel Islands or Isle of Man. If the account holder is resident overseas we will be unable to provide cover until they have returned to the UK, Channel Islands or Isle of Man and been a resident for at least six months.

Cover is for you, your partner and your children under 18 years of age (or 23 if in full time education).

If any insured person has a medical condition they must ask their doctor if it is safe for them to travel. You must call the Medical line on 08000 684 263 and tell us about any changes to medical conditions before booking each journey.

Journeys should be no longer than 90 days.

For journeys in the UK, you need at least three days pre-booked accommodation unless your journey involves a sea crossing.

You do not have to use your HSBC Gold MasterCard to pay for all or part of your travel tickets/accommodation costs to benefit from this cover.

For further information about the cover and your eligibility please refer to the terms and conditions.

# Please take time to read this booklet as it contains important information about your Worldwide Travel Insurance.

You must also ensure you keep any documentation we may require to support a claim.

The Summary gives you brief details of the cover limits provided by your insurance.

Full cover details are explained within each of the policy sections of this document.

# Explaining HSBC's service

HSBC UK Bank plc, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our firm's reference number is 765112. You can view the Financial Services Register by visiting the Financial Conduct Authority's website fca.org.uk or by calling on 0800 111 6768.

HSBC UK Bank plc is a member of the Financial Services Compensation Scheme. You may be entitled to compensation if we are unable to meet our liabilities.

HSBC UK Bank plc is an insurance intermediary and for the purpose of this travel insurance deals exclusively with the insurer shown in the definitions section of this policy. Once the policy has commenced, the insurer will be responsible for any ongoing claims administration.

# Useful telephone numbers

# For medical emergencies and/or travel assistance call: CEGA Assistance

Phone the United Kingdom international code followed by 1243 621064. When dialling from within the United Kingdom phone 01243 621064. Lines are open 24 hours a day, 365 days a year. See page 48.

# For legal expenses claims and advice cover call: Arc Legal Assistance Limited

Phone the United Kingdom international code followed by 1603 208534. Lines are open 24 hours, 365 days a year.

Legal Expenses is underwritten by Aviva Insurance Limited. See pages 35 to 40.

# For policy enquiries call: HSBC Card Services

Phone 03457 404 404.

To ensure we carry out your instructions accurately, to help us continually improve our service and in the interests of security, we may monitor and/or record your communication with us

Please check terms and conditions by reading the policy in full.

# For non medical claims:

For a claim form phone 01603 605124 between 08.00 and 18.00 Monday to Thursday and 08.00 to 17.30 Fridays, fax us on 029 2048 3933.

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# Summary of cover

# Full details are shown on the following pages

The amounts shown on this page apply to each person who is insured on this policy.

# Cancellation or curtailment charges – Section 1

page 18

up to £7,500

excess £35 (£10 for deposits)

# Missed departure - Section 2

page **22** 

up to £500

# Departure delay - Section 3

page **23** 

up to £200 - delay

no excess - delay

up to £7,500 – abandoning your journey

excess £35 – abandoning your journey

# Enforced stay abroad - Section 4

page **24** 

up to £1,500 for reasonable additional accommodation

up to £1,000 for necessary and reasonable additional travel and accommodation expenses in order to return **home** 

# Hijack - Section 5

page **25** 

up to £1,000

# Medical emergency, repatriation and

# associated expenses - Section 6

page 26

up to £10 million

up to £350 emergency dental treatment

excess £35

# Personal accident - Section 7

page **28** 

up to £25,000 – permanent disability and loss of sight or limb

up to £15,000 - death

no excess

Personal possessions and personal money – Section 8	page <b>29</b>
up to £2,000 – possessions	
– £250 single article, <b>pair or set</b> limit	
- £250 <b>valuables</b> limit	
- up to £500 - money	
- £250 cash limit	
- excess £35	
Piste closure – Section 9	page <b>32</b>
up to £200	
no excess	
Personal liability – Section 10	page <b>32</b>
up to £2 million	
excess £35	
Legal expenses and advice cover	page <b>34</b>
up to £50,000	
no excess	

# About HSBC Gold MasterCard Travel Insurance

#### **Known Event**

HSBC Gold MasterCard Travel Insurance covers you for unexpected and unforeseen events and circumstances, for example, if you have an accident while you are on holiday and need urgent medical treatment this will be covered.

There is no cover in relation to any event, incident or circumstances, if at the time you opened your HSBC Gold MasterCard account or booked your trip (whichever is later), you knew that, or you could reasonably be expected to know that:

- the event or incident had already occurred or was going to occur, or
- the circumstances existed or were going to exist

and the event, incident or circumstances could reasonably be expected to affect your travel plans.

### For example:

- you would be reasonably expected to know of any event, incident or circumstances that had been widely reported in the media in the UK at the time you opened your HSBC Gold MasterCard account or booked your trip (whichever is later)
- there is no cover for cancellation of your trip if your travel plans are disrupted because flights are cancelled or any government or authority closes their borders, or imposes restriction of movement and these cancellations or restrictions were in place or had been announced at the time you opened your HSBC Gold MasterCard account or booked your trip (whichever is later)

Please refer to General Exclusion 8 on page 41.

#### **Unrecoverable Costs**

Your travel policy provides cover for unrecoverable costs. If you need to make a claim for travel, accommodation or related costs which you or any insured person has paid, we will consider claims for your costs which are unrecoverable from your travel and/or accommodation provider or agent, your debit/credit card company, PayPal, ABTA, ATOL (or similar organisations).

For example, if your trip is cancelled by your tour operator or booking agent, you may have a right to a refund from them for some or all of the cost of your trip.

If you are not able to recover all your costs and your circumstances are covered by the terms of your policy, we will consider costs you have been unable to recover.

When you make a claim, we may ask you for:

- proof of booking and any costs paid
- details of any refund you have been able to obtain
- evidence that you are not able to recover your costs elsewhere

Please check this policy booklet carefully to ensure that you understand what is and isn't covered.

# The contract of insurance

**Your** travel insurance policy reference PTXMOH80000 is a contract between **you** and **us**. The contract of insurance consists of the following elements:

- your policy booklet(s)
- changes to your policy in notices we give you

Please read them and keep them safe. It is the policyholder's responsibility to ensure that all persons insured are aware of the terms of this policy.

In return for **you** complying with the policy terms and conditions, **we** will insure **you** for anything shown in **your** policy booklet as covered during the period of insurance.

Certain words and phrases in this document have special meanings. These are in bold and are explained in 'Definition of words' on pages 14 to 16.

If **you** have any questions, please contact HSBC Card Services on 03457 404 404 immediately.

# COVID-19: What am I covered for?

**Your** HSBC Gold MasterCard Travel Insurance will provide cover for events relating to COVID-19, such as:

- emergency medical expenses abroad, cancelling or coming home early if you fall ill with COVID-19
- cancelling or coming home early if you have to self-isolate or quarantine before
  you travel or while on your trip due to COVID-19 (please be aware, this doesn't
  include having to self-isolate or quarantine when you return from your trip)
- cancelling or coming home early due to a FCDO advisory notice being in place
  advising against all or all but essential travel to **your** destination or, the FCDO
  are advising British citizens to leave the area in which **you** are staying. Cover for
  cancellation is only available in the 31 days before **your** departure date

If **you** have suffered with COVID-19 and needed medical treatment, then as with other medical conditions **you** may need to tell **us** about this. **We** will then screen it and tell **you** if this affects **your** cover. Please refer to the Medical Declaration section on page 46.

**Your** Gold MasterCard Travel Insurance will only cover **you** for unexpected and unforeseen events – please refer to the Known Event section on page 10.

**We** recommend **you** read **your** policy terms and conditions for full details on what is and isn't covered, in particular the General Exclusions 1c, 8 and 9 on page 40 and 41.

# What costs can I claim back from my travel insurance?

**Your** travel policy provides cover for unrecoverable costs. If **you** need to make a claim for travel, accommodation or related costs which **you** or any insured person has paid, **we** will consider claims for **your** costs which are unrecoverable from **your** travel and/or accommodation provider or agent, **your** debit/credit card company, PayPal, ABTA, ATOL (or similar organisations).

For example, if **your** trip is cancelled by **your** tour operator or booking agent **you** may have a right to a refund from them for some or all of the cost of **your** trip.

For further information on what **you** would need during a claim, please see the Unrecoverable Costs section on page 10.

# **Trip limit**

**You** are not covered on this policy for any **journey** over 90 days, please make sure that this **journey** duration is adequate for **your** needs before **you** travel. For an additional charge **you** may be able to extend an individual **journey** from the standard 90 days up to a maximum of 183 days. To check if this is possible please call the Upgrade Helpline number at the point of booking **your** trip on 0800 0684263.

# Travel advice of the Foreign, Commonwealth and Development Office (FCDO)

# Foreign, Commonwealth and Development Office – travel advice by country

- Before you book a trip and travel, you should check the FCDO website gov.uk/foreign-travel-advice. It is packed with essential travel advice and tips, plus up to date information about different countries.
- You should be aware of any travel restrictions or advisory notices for the country you plan to visit.
- This policy provides cover should **you** book a trip and then need to cancel the trip or return home early as a result of the FCDO advising against all travel or all but essential travel, or where British nationals are advised to return home.

### We won't cover:

- any trip if you travel against the advice of the FCDO or any government, or where you do not follow any advice or measures put in place by any government or local authority in the UK or abroad, for example quarantine rules or curfews
- any claim if the advice or measures were in place or had been announced at the time you opened your HSBC Gold MasterCard account or booked your trip (whichever is later)

# **Eligibility**

If **you** have any questions regarding **your** eligibility for this Travel Insurance, which is noted on page 3 of this document, such as pre-existing medical conditions suffered by **you** or anyone on whom the **journey** depends, please contact the **insurer.** If any changes arise please provide **us** with details.

**You** also need to tell **HSBC** if **you** change address – if this means **you** are no longer a **UK resident** then **your** cover may be affected.

HSBC UK Bank plc and the **insurer** recommend **you** keep a record (including copies of letters) of all information provided to the **insurer** for future reference.

# **Policy excess**

Under most sections of **your** policy, **you** will have to pay an excess. This means that **you** will be responsible for paying the first part of the claim for each incident. The amount **you** have to pay is the excess.

#### How to cancel

**You** have a statutory right to cancel **your** policy within 14 days of becoming an HSBC Gold MasterCard account holder.

This policy has been provided with **your** HSBC Gold MasterCard and can only be cancelled when the card is cancelled. To cancel, please contact HSBC Card Services on 03457 404 404.

#### Period of insurance

Cancellation cover as described in section 1 starts when **you** book each separate **journey** and finishes when **you** leave **your home** to start **your journey**. The period of cover for all other sections starts at the beginning of each **journey** and finishes at the end of each **journey**.

# Extending the period of cover

If **you** or anyone travelling with **you** cannot finish their **journey** before the end of the single **journey** limit (90 days) as planned because of death, illness, or injury, or there is a delay to the public transport system that cannot be avoided, **we** will extend that period of cover until **you** can reasonably finish that **journey**.

#### Documents needed to claim

**You** may need to get some information about **your** claim while **you** are away. Please read the conditions and the individual sections of **your** policy for more information.

# Definition of words

Throughout this policy, unless specified otherwise, the words and phrases listed below have the meanings given next to them when printed in bold.

**Accident** – an unexpected event causing physical bodily injury, resulting in total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the event.

# Dangerous activity -

- any professional sporting activity
- any sporting or physical activity EXCEPT: swimming, water polo, water skiing, wind surfing, sailing, snorkelling, sailboarding, surfing, rowing, canoeing/kayaking/rafting (other than white-water), scuba diving to a depth of up to 9 metres when diving with a qualified instructor or you hold a certificate of proficiency, or scuba diving to a depth of up to 30 metres when you hold a BSAC Sports Diver or PADI Advanced Open Water Diver certificate or equivalent, golf, fell walking, fishing, parascending (over water), pony trekking, rambling, tennis, badminton, squash, bowls, archery or beach games
- any kind of racing except racing on foot; or
- winter sports over 21 days

**Departure point** – the airport, international train station, port or designated coach pick up point where **your journey** from **your home** to **your** destination begins and where the final part of **your journey** back to **your home** begins.

Home - Your home address in the UK.

**HSBC** – HSBC UK Bank plc, registered in England number 09928412, Registered Office: 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom.

**Journey** – a holiday or trip for leisure or business purposes that takes place during the period of cover which begins when **you** leave **home** and ends when **you** get back **home** or to a hospital or nursing home in the **UK**, whichever is earlier.

**Pair or set** – a number of items of **personal possessions** (this does not include **ski equipment**) that belong together or can be used together.

**Partner** – the person that **you** live with in a domestic relationship, at the same address, whether married or cohabiting (as if husband and wife) regardless of gender.

**Personal money** – cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for private and business purposes.

**Personal possessions** – each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your valuables**, driving licence and passport) and **ski equipment** (when cover is in place for **winter sports**).

**Redundancy** – loss of permanent paid employment (other than when **you** are self-employed) after a continuous working period of two years with the same employer, when **you** are over 18 and under 65.

**Ski equipment** – skis, poles, boots and bindings, snow boards or ice skates.

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

**UK, United Kingdom** – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

**UK resident** – an **insured person** whose main **home** is in the **UK**, who is registered with a doctor in the **UK**, and who is liable to pay taxes in the **UK**. **You** must have been resident in the **UK** for at least six months before the **iourney** was booked.

**Valuables** – jewellery, watches, items made of precious metals or precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax, phone, portable satellite and scuba diving equipment, films, tapes, cassettes, compact or computer discs and cartridges.

**We, our, us, insurer** – for Travel Insurance and Legal Expenses, Aviva Insurance Limited, Registered in Scotland No. 2116, Registered Office: Pitheavlis, Perth, Scotland PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

For Legal Expenses claims handling: Arc Legal Assistance Limited, Registered in England No. 4672894. Registered Office: The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE.

**Winter sports** – skiing (including cross country, mono, land, off-piste and glacier skiing on recognised ski runs), snow boarding, ice skating, ice hockey, ski-dooing, sledging, glacier walking, ski boarding, snow mobiles, tobogganing and curling.

**You, your, insured persons** – the main Gold MasterCard holder, his/her partner, and all dependent children under 18 living at **home** and not in full time employment or up to 23 years if in full time education. All **insured persons** must be **UK residents** 

# Making a claim

If **you** have an emergency such as requiring medical treatment abroad or travel assistance (i.e. repatriation or need to curtail **your journey** for cover under sections 1 and 6 on pages 18 and 26):

- please phone CEGA as soon as possible and give your age, policy reference number PTXMOH80000, your card number, expiry date and say that you are insured by Aviva through HSBC UK Bank plc, Gold MasterCard.
- CEGA Emergency phone number (call the **United Kingdom** international code +44 followed by) 1243 621064.

For legal expenses claims and advice cover call: Arc Legal Assistance Limited Phone the **United Kingdom** international code followed by 1603 208534. Lines are open 24 hours, 365 days a year. See pages 35 to 40.

For other claims such as cancellation, missed departure, departure delay, enforced stay abroad, lost or stolen **personal possessions/personal money**, personal **accident**, personal liability or piste closure (cover under sections 1, 2, 3, 4, 5, 7, 8, 9 and 10 on pages 18 to 34:

- or write to HSBC Claims Department, Aviva, PO Box 432, Chichester PO19 1WQ.
- you should fill in the form and send it to us as soon as possible together with all the information and documents we ask for.
- please phone 01603 605124 between 08.00 and 18.00 Monday to Thursday and 08.00 and 17.30 Fridays. Calls may be monitored or recorded for quality purposes.
- or fax **us** on 029 2048 3933.

#### Documents needed to claim

For cover under Sections 1 to 10 (on pages 18 to 34).

- You may need to get some information about your claim while you are away.
- You will need to obtain a police report and crime reference number for lost or stolen items.
- You may need to produce certain documents as evidence of your claim such as proof of boarding, travel tickets, letter of confirmation from your carrier, receipts etc, dependent on the nature of your claim.
- Please read the conditions and the individual sections of your policy for more information.

# Geographical area

Worldwide.

# Policy cover

# Cancellation or curtailment charges – section 1

If **you** think **you** may have to cut **your journey** short (curtail), the emergency assistance company must be told as soon as possible – see page 48 for more information.

# What you are covered for

**We** will pay up to £7,500 (this includes up to £150 for excursions) in total if **you** unavoidably have to cancel **your** trip or cut **your journey** short. **We** will pay for the following:

- unrecoverable costs that each insured person has paid or legally has to pay
  for their own unused personal travel and accommodation (including pre-paid
  excursions); and/or
- additional costs (if you cannot use your return ticket), and/or accommodation
  costs (of a similar standard you had booked for your journey) necessary to
  allow you to return home early

**We** will consider claims for **your** costs which are unrecoverable from **your** travel and/or accommodation provider or agent, **your** debit/credit card company, PayPal, ABTA, ATOL (or similar organisation).

We will provide this cover in the following necessary circumstances:

- 1. if you cancel your journey before it begins because of:
  - reasons beyond your control, and which happen after you booked your journey
  - **b.** airspace being closed for more than 24 hours from the date and time of **your** scheduled departure, as shown on **your** ticket/itinerary
  - **c.** an airport or port **you** are scheduled to travel from or through being closed for more than 24 hours from the date and time of **your** scheduled departure, as shown on **your** ticket/itinerary

d. your flight being cancelled as a direct result of volcanic ash in the atmosphere and no reasonable alternative flight being available to you within 24 hours of the date and time of your scheduled departure, as shown on your ticket/itinerary

# **Special condition**

All claims must be supported by documentary evidence that **you** have been unable to obtain a refund from **your** travel and/or accommodation provider or agent, **your** debit/credit card company, PayPal, ABTA or ATOL (or similar organisation).

Where cover is in place for **winter sports, we** will pay for **ski pack** deposits if **you** cannot recover **your** deposit elsewhere.

OR

- **2.** If **you** cut **your journey** short (curtail) after it has begun because of one of the following:
  - a. the death, serious injury or serious illness of you, your partner, someone you are travelling with, a relative, the person you are engaged to, a close business associate or a friend you were going to stay with
  - you or someone you are travelling with is called for jury service in the
     United Kingdom or as a witness in a court in the United Kingdom
  - c. you or someone you are travelling with is needed by the police following a burglary, or damage caused by serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at your home or their home or usual place of business in the UK
  - **d. you** are injured or ill and are in hospital for the rest of **your journey**
  - **e.** severe weather stops **you** from making **your** outward journey from **your home**
  - **f. your** passport is lost or stolen after check-in at **your departure point** and stops **you** from making **your** outward journey from the **UK**
  - g. you, your partner, a relative, the person you are engaged to or someone you are travelling with, is a member of the Armed Forces and is ordered to return to duty

Where cover is in place for **winter sports**, **we** will pay up to £200 in total for points 2a or 2d above for losing part of **your** prepaid **ski pack**, if **you** cannot recover **your** costs elsewhere.

We will calculate curtailment claims from the day it is necessary for you to return to your home or you are hospitalised as an in-patient, for the rest of your journey.

**We** will pay personal accommodation and extra travel expenses based on each 24-hour period **you** have lost. If **we** pay extra transport costs in the event of **your** repatriation, **your** unused travel tickets will then belong to **us**.

# What you are not covered for

**You** are not covered for anything mentioned in the General Conditions and/or General Exclusions.

An excess of £35 (or £10 if **you** are only claiming for **your** lost deposit) for each incident claimed for under this section.

Travel tickets paid for using air miles.

Anything caused by:

- you not having the correct passport or visa
- any restriction caused by the law of any country or people enforcing these laws
- bankruptcy or liquidation of the company providing **your** transport or accommodation, their agents or any person acting for **you**
- anything the company providing your transport or accommodation, their agents, any person acting for you or your conference organiser is responsible for
- your vehicle being stolen or breaking down
- you not wanting to travel or not enjoying your journey
- riot, civil commotion, strike or lock-out
- you travelling in an aircraft (except as a passenger in a fully-licensed, passengercarrying aircraft)
- **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life)
- your misuse of alcohol or drugs or your consumption of alcohol or drugs (other
  than drugs taken under medical supervision and not for treating alcohol or drug
  addiction) to an extent which causes immediate or long-term physical or mental
  impairment, including impairment to your judgement causing you to take
  actions you would not normally have taken or any exacerbation of an accepted
  medical condition caused by your misuse of alcohol or drugs
- the death of any pet or animal

- any claim where, at the time of opening your HSBC Gold MasterCard account
  or booking a journey (whichever is later), you knew that an illness or injury of
  a close relative, travelling companion or person you were going to stay with,
  could reasonably be expected to affect your travel plans
- cancelling or coming home early due to an FCDO advisory notice being in place
  advising against all or all but essential travel to **your** destination or, the FCDO
  advising British citizens to leave the area in which **you** are staying. Unless the
  advice is in place in the 31 days before **your** departure date or whilst **you** are
  on **your** trip

### Under point 1 of this section:

Any extra cancellation charges, because **you** did not tell the company providing **your** transport or accommodation, their agents or any person acting for **you**, as soon as **you** knew **you** had to cancel.

Any claim for administration costs charged by **your** travel and/or accommodation provider in respect of obtaining a refund or documentary evidence in support of **your** claim.

Financial circumstances or unemployment, except caused by **redundancy** which **you** find out about after booking **your journey**.

# Under point 2 of this section:

Cutting short **your journey** unless the emergency assistance company has agreed.

Any costs when **you** do not get a medical certificate (from the doctor who treated **you** in the place where **you** were staying) which says it was necessary for **you** to come **home** early because of death, injury or illness.

The emergency assistance company's doctor must have agreed with the reason and that **you** were fit to travel (in the case of injury or illness).

The cost of **your** original pre-booked tickets if **you** have not used them and **we** have paid extra transport costs.

**You** travelling on a motorcycle over 125cc, unless the rider holds a valid licence which lets them ride a motorcycle of more than 125cc.

Anything caused by **you** taking part in manual work or dangerous work, unless **we** agree in writing.

Anything caused by you taking part in a dangerous activity.

# Under points 2a and 2d of this section:

Cutting short **your journey** because **you** are ill or injured and unable to take part in any **winter sports** activity, unless **you** get written advice from a doctor that **you** are not fit to ski.

# Under point 2f of this section:

Any claim unless:

- you can produce either your boarding pass or a letter from the carrier confirming that you checked in with your passport
- you have written confirmation from the relevant authority, that you reported the loss and that every attempt was made to recover your passport
- **you** have written confirmation from **your** carrier that no reasonable alternative travel arrangements could be made

# Missed departure – section 2

# What you are covered for

**We** will pay **you** up to £500 compensation for the cost of extra accommodation and transport which **you** have to pay to get to **your journey** destination or back **home** because **you** do not get to the **departure point** by the time shown in **your** travel itinerary (plans) because:

- public transport does not run to its timetable; or
- the vehicle **you** are travelling in has an accident, breaks down or is stolen; or
- strike or industrial action; or
- severe weather

# What you are not covered for

**You** are not covered for anything mentioned in the conditions or general exclusions.

Any **journey** within the **UK** not involving a sea crossing.

Compensation, unless **you** get a letter from the public transport provider (if this applies) confirming that the service did not run on time.

Compensation, unless **you** get confirmation of the delay from the authority who went to the accident or breakdown (if this applies) affecting the vehicle **you** were travelling in.

Compensation unless **you** have allowed time in **your** travel plans for delays which are expected.

# Departure delay – section 3

### What you are covered for

Compensation if the flight, international train, sailing or coach pick up **you** are booked on is delayed at its **departure point** by more than 12 hours from the time shown in **your** travel itinerary (plans) **we** will pay:

1.

- **a.** £20 after the first full 12 hours of delay and £10 after each extra delay of 10 hours up to £200 in total; and
- **b.** up to £100 in total after the first 12 hours of delay for the cost of accommodation if **you** do go on the **journey**; or
- 2. up to £7,500 for unrecoverable costs that you have paid or legally have to pay for your own unused personal travel and accommodation, if, after you have been delayed for more than 12 hours, you decide to abandon the journey before you leave the UK.

#### What you are not covered for

You are not covered for anything mentioned in the conditions or general exclusions.

# Under point 2 of this section:

An excess of £35 for each incident claimed for under this section.

Travel tickets paid for using air miles.

### Under points 1 and 2 of this section:

Anything which is caused by **you** not checking in at the **departure point** when **you** should have done.

Anything which is caused by **your** flight being overbooked.

Missed connections.

Any **journey** within the **UK** not involving a sea crossing.

Compensation unless **you** get a letter from the airline, railway company, shipping line or coach operator giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train, sea vessel or coach pick up.

# Enforced Stay Abroad - section 4

This cover does not apply for **journeys** within the **United Kingdom** or where **you** do not have a return date scheduled at the time the airspace, airport or port is closed.

# What you are covered for

If you are unable to return home to the UK on your scheduled return date due to:

- the airspace being closed
- an airport or port that you are scheduled to travel from or through being closed
- your flight being cancelled as a direct result of volcanic ash in the atmosphere we will pay you:
- 1. £100 for every full 24 hour period you are unable to return home; or
- up to £1,000 in respect of necessary and reasonable additional travel and accommodation expenses where, after a period of 24 hours or more, you unavoidably have to make immediate alternative arrangements to return home

**We** will also pay for emergency medical supplies that **you** require to prevent a deterioration or exacerbation of an existing medical condition.

# **Special Conditions**

- 1. Where you claim under item 1,
  - we will work out the length of your enforced stay abroad from the date and time of your scheduled departure, as shown on your ticket/itinerary;
  - you must obtain written confirmation from your carrier or handling agents of the actual date and time of your return to your home in the UK.

2. Payment under item 2 will only be considered where your carrier or handling agents have not been able to offer you suitable alternative accommodation and/or travel arrangements. All claims must be supported by documentary evidence of the costs you have incurred.

### The most we will pay

The most we will pay you is:

- £1,500 under item 1
- £1,000 under item 2

# What you are not covered for

You are not covered for anything mentioned in the conditions or general exclusions.

- More than one item under Enforced Stay Abroad.
- Any claim under item 2 where you fail to provide documentary evidence of the costs incurred
- Any claim for refund of any costs for persons not insured under this policy.
- Any claim for travel and accommodation expenses if:
  - you have not purchased your return ticket home before you depart on your journey, or
  - you are travelling on an open-ended ticket and have not scheduled a return date to the UK with the airline.

# Hijack – section 5

# What you are covered for

If **you** are prevented from reaching **your** destination due to the hijack of the aircraft in which **you** are travelling, **we** will pay compensation of £50 for every full 24 hours **you** are delayed.

The most **we** will pay to **you** is £1,000.

# What you are not covered for

**You** are not covered for anything mentioned in the conditions or general exclusions.

Compensation unless you get a letter from the airline confirming the delay.

Medical emergency, repatriation, associated expenses – section 6

If you are taken into hospital or you think you may have to come home early or extend your journey because of illness or accident, the emergency assistance company must be told as soon as possible – see page 48 for more information.

# What you are covered for

**We** will pay **you** or **your** legal representatives for the following necessary emergency expenses which **you** run up within six months of the incident for a **journey** outside the **UK**.

- 1. Up to £10 million for reasonable fees or charges **you** incur for:
  - a. medical, surgical, hospital, nursing home or nursing services
  - **b.** reasonable extra transport and accommodation costs for **you** and one other person who stays or travels with **you** or to **you** on medical advice
  - **c.** transporting **your** body or ashes to **your home** or **we** will pay up to £1,500 for **your** funeral expenses, in the place where **you** die outside the **UK**.
- 2. £20 for each 24-hour period that **you** are in hospital as an in-patient up to £500 in total during the **journey** as well as any fees or charges paid under point 1 of this section.
- **3.** Up to £350 for emergency dental treatment to relieve sudden pain.
- **4.** Up to £150 for the cost of excursions booked and paid for before **your journey** began, which **you** cannot go on because **you** are in hospital or have to stay in bed on the written advice of the doctor who treated **you** in the place where **you** were staying, and which **you** cannot recover from anywhere else.

Where cover is in place for **winter sports**, **we** will pay up to £250 in total for losing part of **your** prepaid **ski pack**, if **you** cannot recover the loss from anywhere else, and **you** get written advice from a doctor that **you** cannot ski because of an injury or illness during **your journey**.

### What you are not covered for

**You** are not covered for anything mentioned in the conditions or general exclusions.

# Under points 1, 3 and 4 of this section:

An excess of £35 for each incident claimed for under this section, unless **your** claim is reduced because **you** used a reciprocal health arrangement.

The cost of replacing any medication **you** were using when **you** began **your journey**.

# Under points 1, 2, 3 and 4 of this section:

Extra transport and accommodation costs which are of a higher standard to those already used on **your journey**, unless **we** or the emergency assistance company agree.

Anything caused by:

- you travelling in an aircraft (except as a passenger in a fully-licensed, passengercarrying aircraft)
- **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life)
- your death, injury or disability resulting from your misuse of alcohol or drugs or your consumption of alcohol or drugs (other than drugs taken under medical supervision and not for treating alcohol or drug addiction) to an extent which causes immediate or long term physical or mental impairment, including impairment to your judgement causing you to take actions you would not normally have taken, or any exacerbation of an accepted medical condition caused by your misuse of alcohol or drugs
- **you** travelling on a motorcycle over 125cc, unless the rider holds a valid licence which lets them ride a motorcycle of more than 125cc
- anything caused by you taking part in manual work or dangerous work, unless
   we agree in writing
- you taking part in any dangerous activity

# Under point 1a of this section:

Services or treatments you receive within the UK.

Services or treatments **you** receive which the doctor in attendance and the emergency assistance company think can wait until **you** get back to the **UK**.

In-patient treatment or repatriation which the emergency assistance company has not authorised.

The extra costs of having a single or private room in a hospital or nursing home.

The cost of all treatment which is not directly related to the illness or injury that caused the claim.

# Under point 1c of this section:

Your burial or cremation within the UK.

# Under point 3 of this section:

Replacing or repairing false teeth or artificial teeth (such as crowns). Dental work involving the use of precious metals.

# Personal accident – section 7

### What you are covered for

We will pay you or your legal representative one of the following amounts for an accident during your journey which must be caused by something external and visible:

- **1.** £15,000 for death (**we** will not pay more than £2,500 if **you** are under 16 or over 75 at the time of the **accident**)
- **2.** £25,000 for total and permanent loss of sight in one or both eyes or total and permanent loss of use of one or both hands or feet
- 3. £25,000 for a permanent physical disability as a result of which there is no work which you are able to do (we will not pay compensation if you are over 75 at the time of the accident). If you are not in paid work, we will provide the same cover for any permanent disability which prevents you from doing all your usual activities

# What you are not covered for

**You** are not covered for anything mentioned in the conditions or general exclusions.

#### Anything caused by:

- any accident that you suffer before your journey begins
- your sickness, disease, physical or mental condition that is gradually getting worse
- you travelling in an aircraft (except as a passenger in a fully-licensed, passengercarrying aircraft)
- **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life)
- your death, injury or disability resulting from your misuse of alcohol or drugs or your consumption of alcohol or drugs (other than drugs taken under medical

supervision and not for treating alcohol or drug addiction) to an extent which causes immediate or long term physical or mental impairment, including impairment to **your** judgement causing **you** to take actions **you** would not normally have taken, or any exacerbation of an accepted medical condition caused by **your** misuse of alcohol or drugs

- **you** travelling on a motorcycle over 125cc, unless the rider holds a valid licence which lets them ride a motorcycle of more than 125cc
- you taking part in manual work or dangerous work, unless we agree in writing
- you taking part in any dangerous activity

We will not pay more than one of the benefits resulting from the same injury.

Personal possessions and personal money – section 8

### What you are covered for.

- 1. Up to £2,000 in total for **your personal possessions** (this does not include **ski equipment**) that are damaged, stolen, lost or destroyed on **your journey**.
- 2. Up to £100 in total for essential replacement items, if your personal possessions (this does not include ski equipment) are lost or stolen on your outward journey for more than 12 hours from when you arrived at your destination.

**You** must send **us** the receipts for anything that **you** buy. **We** will take any amount **we** pay from the final claim settlement if the items are permanently lost.

- **3.** Up to £250 towards the costs of replacing **your** driving licence or passport if it is lost, stolen or destroyed on **your journey**.
- **4.** Up to £500 for loss or theft of **your personal money** while on **your journey.**

Where cover is in place for **winter sports, your** ski pass is included in the definition of **personal money**.

- **5.** We will pay up to £200 in total for **ski equipment** owned or hired by **you** that is damaged, stolen, lost or destroyed on **your journey**.
- **6.** £10 for each full 24-hour period up to £150 in total for necessary costs to hire **ski equipment** if **your** own is lost or stolen on **your** outward journey for more than 12 hours from when **you** arrived at **your** destination.

# Under points 1 and 5 of this section it will be our decision to pay either:

- the cost of repairing your items
- to replace your items; or
- the cost of replacing **your** items, less an amount for wear, tear and loss of value

### What you are not covered for

**You** are not covered for anything mentioned in the conditions and/or general exclusions.

# Under points 1, 4 and 5 of this section:

An excess of £35 for each incident claimed for under this section.

# Under points 1 and 5 of this section:

More than £250 for any single article, **pair or set** of any kind, whether jointly owned or not.

More than the part of the **pair or set** that is stolen, lost or destroyed.

More than £250 in total for **valuables**, whether jointly owned or not.

Breakage of or damage to sports equipment while it is being used (this does not include **ski equipment**), fragile articles, works of art, paintings, sculptures, computer games, musical instruments, audio, video, computer, television, fax, phone, portable satellite and scuba diving equipment and household goods unless the breakage or damage is caused by fire or accident to the vehicle in which they are being carried.

Loss or damage due to the climate, wear and tear, reduction in value, moths or vermin.

The cost of replacing or repairing false teeth.

### Under points 1, 2 and 5 of this section:

**Personal possessions** shipped as freight (such as suitcases **you** send ahead of **you**).

# Under point 3 of this section:

Compensation unless **you** get a letter from the relevant organisation **you** reported the loss to

# Under points 1, 2, 3, 5 and 6 of this section:

Loss or theft of, or damage to the following:

- films, tapes, cassettes, cartridges or discs, unless they were pre-recorded, in which case **we** will pay up to the replacement cost
- goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents
- pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried by public transport
- property specifically covered by other insurance
- valuables left in a motor vehicle
- valuables carried in suitcases, trunks or similar containers unless they are with you all the time
- valuables unless they are with you all the time or locked in a safe or safety
  deposit box (if one is available) or locked in the accommodation you are using on
  your journey
- contact or corneal lenses
- bonds, share certificates, guarantees or documents of any kind
- **personal possessions** that are not with **you** all the time unless they are locked in the accommodation **you** are using on **your journey** or they are out of sight in the locked boot or covered luggage area of a locked motor vehicle which has been broken into (no cover for **valuables**)
- personal money

# Under point 4 of this section:

More than £250 in cash in total while on **you**, whether jointly owned or not, unless it is locked in the accommodation **you** are using on **your journey**.

Compensation unless **you** can provide receipts of the amount **you** had from the place where **you** got the currency.

Loss or theft of **personal money**, unless it is with **you** all the time, locked in a safe or safety deposit box (if one is available) or locked in the accommodation **you** are using on **your journey**.

Loss caused by a reduction in exchange rates or shortage caused by mistakes in exchanging currency.

Loss or theft of travellers' cheques if the place where **you** got them provides a replacement service.

Travel tickets paid for using air miles.

# Piste closure – section 9

# What you are covered for

Where cover is in place for **winter sports**, **we** will pay compensation if it is not possible for **you** to ski, due to not enough snow, too much snow or high winds, for as long as these conditions continue and which result in all ski lifts and ski schools at **your** pre-booked ski resort being closed. **We** will pay:

- 1. the cost of extra transport or lift passes to let **you** ski at another resort, up to £10 for each full 24-hour period up to £200 in total; or
- 2. £25 for each full 24-hour period up to £200 in total if no other resort is available.

This section only covers **journeys** commencing 1 November or later and ending before 31 March

# What you are not covered for

**You** are not covered for anything mentioned in the conditions or general exclusions.

Any compensation for the first full 24 hours at your pre-booked ski resort.

# Any journey in the United Kingdom.

Compensation unless **you** have a letter from the ski-lift or ski-school operators giving the reason for closure and showing the number of complete days closed during **your journey**.

Compensation which you can get from your tour operator or anywhere else.

Any compensation if **you** arranged and paid for **your journey** less than 14 days before the beginning of **your journey**, unless the **journey** booking was made at the same time and no ski-lifts or ski-schools in **your** pre-booked resort were closed.

# Personal liability – section 10

If **you** are hiring a motorised or mechanical vehicle while on **your journey, you** must make sure that **you** get the necessary insurance from the hire company. **We** do not cover this under **our** policy.

# What you are covered for

We will pay up to £2 million plus any other costs we agree to in writing that relate

to anything **you** cause during **your journey** for which **you** are legally liable and results in one of the following:

- 1. bodily injury of any person
- 2. loss of or damage to property which **you** do not own and **you** or any member of **your** family have not hired, loaned or borrowed
- **3.** loss of or damage to the accommodation **you** are using on **your journey** that does not belong to **you** or any member of **your** family

# What you are not covered for

**You** are not covered for anything mentioned in the conditions or general exclusions.

An excess of £35 for each incident claimed for under this section.

Any liability for bodily injury or loss of or damage to property that comes under any of the following categories:

- something which is suffered by anyone employed by **you** or a member of **your** family and is caused by the work they are employed to do
- something which is caused by something **you** deliberately did or did not do
- something which is caused by your employment or any member of your family's employment
- something which is caused by you using any firearm or weapon
- something which is caused by any animal you own, look after or control, except horses you use for private riding, domestic dogs and cats
- something which you agree to take responsibility for which you would not otherwise have been responsible for

Any liability for bodily injury suffered by **you** or any member of **your** family.

Compensation or other costs caused by **accidents** arising from **your** use, ownership or possession of any of the following:

- the use of any land or building except for the accommodation **you** are using on **your journey**
- motorised or mechanical vehicles and any trailers attached to them
- aircraft, motorised water craft or sailing vessels, except boats designed for and being used as accommodation by you on your journey

# Legal Expenses and Advice

# Legal Expenses cover

Legal Expenses is underwritten by Aviva Insurance Limited. Claims handling is undertaken by Arc Legal Assistance Limited or such other company as **we** notify **you** of from time to time.

### What you are covered for

We will negotiate on your behalf for your legal rights to bring legal proceedings to pursue a civil claim against a negligent party resulting from an incident, including medical treatment, for which you are not at fault which causes your death or personal injury during your journey providing that:

- the insured incident occurs within the **territorial limits** and during the period of insurance
- prospects of success exist for the duration of the claim
- in respect of any appeal or defence of an appeal, it has been reported to us at least 10 working days prior to the deadline for any appeal
- the maximum amount we will pay for **costs and expenses** for any one insured person in respect of any or all claims arising from one cause is £50,000
- you report an insured incident to us as soon as possible and in all cases within 180 days of any circumstances which may give rise to a claim under this section.

### **Personal Legal Advice**

**We** will give **you** confidential advice over the telephone on any personal legal problem that may lead to a claim under this section of the policy.

**We** will tell **you** what **your** legal rights are, what course of action is available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or to make a legal expenses claim, call **us** on 01603 208534

Please have your policy number to hand as this will be requested when you call.

As soon as **you** are aware of an incident, **you** should get legal advice from the helpline without delay.

# **Definitions**

The definitions at the beginning of this booklet apply where appropriate (refer to page 14). The following definitions only apply to this section of the policy.

# **Appointed Representative**

A suitably qualified person appointed by **us** to act on **your** behalf.

# **Costs and Expenses**

- 1. All reasonable and necessary legal costs charged by the **appointed** representative and agreed by us.
- 2. Legal costs which **you** have been ordered to pay by a court or other body which **we** have agreed to or authorised.

# **Legal Proceedings**

The pursuit of a claim for damages.

#### **Medical Treatment**

The consultation and/or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for **your** clinical care.

### **Prospects of Success**

In respect of all claims it is always more likely than not that you will:

- 1. recover damages or obtain any other legal remedy which we have agreed to
- 2. make a successful defence
- 3. make a successful appeal or defence of an appeal
- recover damages which are higher than any costs and expenses which may be incurred.

Prospects of success will be assessed by **us** or an **appointed representative** on **our** behalf.

#### **Territorial Limits**

The geographical area covered is worldwide.

# **Special conditions**

The following conditions apply to this section.

Also refer to the General Conditions section on pages 42 to 46.

# 1. Claims - your duty

**You** must report an insured incident to **us** as soon as possible and in all cases within 180 days of any circumstances which may give rise to a claim under this section.

# 2. Claims - legal representation

**a.** On acceptance of a claim, if appropriate, **we** will appoint an **appointed representative**;

h.

- (i) if there is a conflict of interest; or
- (ii) if it is necessary to start court proceedings and proceedings are being issued within the United Kingdom you are free to nominate an **appointed** representative by sending us the name and address of the suitably qualified person.

#### You must confirm either:

- that the person you nominate will not charge more than the appointed representative we would have appointed or
- that you are willing to pay the difference between the cost of using your nominated appointed representative and the cost of using our choice of appointed representative.
  - **c.** If **we** do not agree to **your** choice of **appointed representative** under condition 2b above, **you** may choose another suitably qualified person.
  - d. If there is still a disagreement with regard to the appointed representative, we will ask the president of a relevant national law society to choose a suitably qualified person to represent you. We and you must accept such choice.
  - **e.** In all other circumstances **we** will be free to choose an **appointed representative**.
  - **f.** An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment.

#### 3. Claims - our rights and your obligations.

- We will have direct access to the appointed representative who will,
   upon request, provide us with any information or opinion on your claim.
- You must co-operate fully with us and the appointed representative and must keep us up-to-date with the progress of the claim.
- At our request you must give the appointed representative any instructions that we require.
- You must notify us immediately if anyone offers to settle a claim or makes a payment into court.
- If you do not accept the recommendation of the appointed representative
  to accept a reasonable offer or payment into court to settle a claim, we may
  refuse to pay further costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.

#### 4. Discontinuance of a claim

#### If you:

- settle a claim or withdraw a claim without our prior agreement.
- do not give suitable instructions to the appointed representative.
- dismiss an appointed representative without our prior consent, our consent not to be withheld without good reason.
- the cover we provide will end immediately and we will be entitled to re-claim
  any costs and expenses we have incurred from you.

#### 5. Recoveries

You must take every available step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.

#### 6. Disputes

If any difference arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the steps outlined in **our** complaints procedure on page 51.

#### 7. Arbitration

**You** have the right to refer any difference that arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

#### The most we will pay:

The most **we** will pay for each **insured person** in respect of any or all claims arising from one cause is £50,000.

#### What is not covered:

- 1. if you do not keep to the terms, conditions and exclusions of this section
- 2. a dispute between you and us
- **3.** a dispute between **you** and someone **you** were travelling with, a person related to **you** or another **insured person**
- 4. any claim where you are more specifically insured or any amount you cannot recover from a more specific insurance because the insurer of that insurance refuses the claim
- **5.** any claim relating to **you** driving a motor vehicle without a valid licence and/or insurance
- **6.** any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event
- **7.** any claim from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air
- 8. any claim in respect of libel or slander
- **9. costs and expenses** incurred prior to **our** written acceptance of a claim.
- **10. we** will not pay for **costs and expenses** which have been incurred by the **appointed representative** on a contingency fee basis
- **11.** any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder **us** or the **appointed representative**

- 12. any claim deliberately or intentionally caused by you
- **13.** any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority
- 14. an application for judicial review
- 15. any claims relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section
- **16.** anything mentioned in the general conditions and exclusions.

#### The Contracts (Rights of Third Parties) Act 1999

This Act allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him.

However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see the Office of Public Sector Information website (<a href="legislation.gov.uk">legislation.gov.uk</a>) or contact the Citizens Advice Bureau.

## General exclusions

- 1. We will not cover you for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following.
  - Any change to a medical condition that you had not told us about before going on your journey.
  - War, riot, revolution or any similar event (except for members of the Armed Forces or under sections 5, 6 and 7).
  - Any claim if you travel against the advice of the FCDO or the government
    of any country to which you will travel, or where you do not follow any
    advice or measures put in place by any government or local authority in
    the UK or abroad,
    - for example quarantine rules or curfews.
  - Your property being held, taken, destroyed or damaged under the order of any government or customs officials.
  - Winter sports for more than 21 days during the period of insurance.

- lonising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- Any currency exchange rate changes.
- Any loss that is not specifically described in the stated terms and conditions,
   e.g. we will not pay for loss of earnings if you are unable to return to work due
   to injury or illness during your journey.
- **3.** If **you** hold more than one card, **our** liability will be limited to the card that has the highest benefit.
- **4.** Any **journey** in the **UK** for less than three days, unless **your journey** involves a sea crossing.
- **5.** Any **journey** in the **UK** unless accommodation has been pre-booked.
- **6.** Any part of a **journey** over 90 days.
- 7. The excess is limited to £70, where one claim relates to two or more members of the same family covered by this policy and living at the same address, or where one incident results in each **insured person** claiming under two or more sections (except under sections 2, 5, 7 and 9).
- **8.** Any claim in relation to any event, incident or circumstances, if at the time **you** opened **your** HSBC Gold MasterCard account or booked **your journey** (whichever is later), **you** knew that, or **you** could reasonably be expected to have known that:
  - the event or incident had already occurred or was going to occur, or
  - the circumstances existed or were going to exist and that the event, incident or circumstances could reasonably be expected to affect your travel plans.
- Costs which are recoverable from your travel and/or accommodation provider or agent, your debit/credit card company, PayPal, ABTA, ATOL (or similar organisation).

## General conditions

#### We will act in good faith in all our dealings with you.

We will only pay your claim if you meet the following conditions.

- 1. You take reasonable care to protect yourself and your property against accident, injury, loss and damage.
- 2. You get a medical certificate from the doctor who treated you when a claim is made for medical reasons. If you die, we need to see the death certificate, and any other necessary documents.
- **3. You** write to **us** as soon as reasonably possible with full details of anything which may result in a claim.
- **4. You** send **us** the claim form or other communication to do with a claim as soon as possible after **you** get it.
- 5. You give us all the information, documents, evidence, vouchers, receipts and bills we need (including details of your household insurance under which your valuables may need to be insured separately depending on their value). You must do this at your own expense.
- **6. You** do not admit liability or offer to pay any claim unless **you** have **our** written permission.
- 7. You accept that we will not extend the period of insurance.
- **8. You** accept that no alterations to the cover and conditions of the policy that **you** request apply, unless **we**, HSBC Card Services or HSBC UK Bank plc confirm them in writing.

#### The following conditions apply to claims under sections 1 and 6:

- If you have a medical condition, you must ask your doctor if it is safe for you
  to travel to your chosen destination. Your doctor must take into account how
  your condition may be affected by:
  - preventative medication
  - the weather
  - the type of transport you take
  - medical services available to you while you are away; and
  - altitude or atmospheric pressures

- 2. If you have a medical condition, you must tell us about any changes in your medical condition before each journey. We can stop providing cover before you travel if your health or the health of anyone on whom the journey depends, changes after the date your journey was booked.
- **3.** You will not be covered if you travel against the advice of your doctor.
- 4. If you make a claim, you would need to get your doctor to confirm in writing that, at the date your journey was booked, your condition was stable and that you were fit to travel and there was no sign that your condition would get worse.
- **5. You** will not be covered if **you** know **you** will need medical treatment while **you** are away, unless **we** agree in writing.
- **6. You** will not be covered if **you** travel specifically to get medical treatment while **you** are away.
- **7. You** will not be covered if, before **your journey** was booked, a doctor diagnosed that **you** have a terminal condition.
- **8.** You must not have been waiting for medical treatment as a hospital patient or have been under investigation at the date your journey was booked.
- **9. You** will not be covered if **you** suffer from any diagnosed psychiatric disorder, unless **we** agree in writing.

#### The following conditions apply to claims under section 8:

- 1. You must keep all your tickets and luggage tags.
- 2. You must get an estimate for repair for all damage claims. If possible, you should keep the damaged items so that we can inspect them and if we make a payment or we replace an item, the item will then belong to us.
- 3. If something is lost or stolen, you must tell the police as soon as possible but within 24 hours of discovering the loss and get a report and crime reference number from them. You should also get a report from your tour operator's representative or your hotel or apartment manager if this is appropriate. If the loss or theft happens while you are travelling, you must tell the carriers and get a Property Irregularity Report form from them.
- **4. You** must keep to the carrier's conditions of carriage.
- 5. You must not abandon any property.

#### We have the right to do the following:

1. Our right to cancel

HSBC may cancel the Worldwide Travel Insurance on **our** behalf by sending at least 30 days' written notice to **your** last known postal and/or email address setting out the reason for cancellation. Valid reasons include but are not limited to the following:

- we reasonably suspect fraud
- where you fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests
- where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Contract of Insurance' and 'Eligibility' sections in this policy booklet

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately, backdate the cancellation to the date of the fraud or cancel the policy from the date **you** took it out.

HSBC may also cancel this insurance in accordance with the HSBC Gold MasterCard Terms and Conditions. Please refer to this document for further details.

- 2. Claims Fraud If your claim is in any way dishonest or exaggerated we will not pay any benefit under this policy and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you.
- 3. Take over and deal with, in **your** name, any claim **you** make under this policy.
- 4. Take legal action in your name (but at our expense) and ask you to give us details and fill in any forms (including Department for Work and Pensions forms), which will help us to recover any payment we have made under this policy.
- 5. Get information from your medical records (with your permission) to help us or our representatives deal with any claim. We will not give personal information about you to any other person or organisation without your specific agreement.
- 6. Send you home at any time during your journey if you are taken ill or injured. We will only do this if the doctor treating you and the emergency assistance company doctor agree. If there is a dispute, we will ask for an independent medical opinion.

- **7.** Not accept liability if **you** refuse to be repatriated.
- **8.** Cancel the cover given on this policy for the rest of a **journey** if **you** cancel or cut short that **journey**.
- **9.** Not to pay any claim on this policy (except under section 7) for any amounts **you** can get back from someone or somewhere else or anything which is covered by another insurance policy.
- **10.** Not to automatically pay any claim on this policy when travel insurance has been bought for a particular **journey.**
- 11. Pay any claim in pounds sterling.
- 12. Your right to cancel

Following the expiry of **your** statutory cooling off period, **you** continue to have the right to cancel **your** travel insurance policy at any time by contacting HSBC Card Services on 03457 404 404. This policy has been provided with **your** HSBC Gold MasterCard and can only be cancelled when **the card** is cancelled.

- 13. We can, at any time and after taking a fair and reasonable view, make changes to your Travel Insurance terms and conditions, to reflect changes in our expectations of the future likely cost of providing cover. Policy cover may increase or decrease, but the changes will not be made for the sake of recouping past losses. When doing so we will only consider one or more of the following:
  - our experience and expectations of the cost of providing this product and/ or other Aviva products of a similar nature
  - information reasonably available to us on the actual and expected claims experience of insurers of similar products
  - widely available economic information such as inflation rates and exchange rates

Additionally, **we** can, at any time and after taking a fair and reasonable view, make changes to **your** Travel Insurance terms and conditions:

- to reflect changes (affecting **us** or **your** policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation
- to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply
- in order to make **your** policy clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course

Changes (together with the reasons for such changes) will be notified to **you** in writing at least 30 days in advance.

## Medical declaration

If **you** do not meet the policy conditions **your** cover may be affected. If **you** have not already contacted **our** medical line, please phone them on 0800 068 4263, to make sure that **your** cover is not affected. All calls are treated with the strictest confidence. Calls may be monitored or recorded to check **our** standard of service.

It is a condition of this policy that:

- if you have a medical condition, you must ask your doctor if it is safe for you
  to travel to your chosen destination. Your doctor must take into account how
  your condition may be affected by:
  - preventative medication
  - the weather
  - the type of transport you take
  - medical services available to you while you are away; and
  - altitude or atmospheric pressures
- 2. If you have a medical condition, you must tell us about any changes in your medical condition before each journey. We can stop providing cover before you travel if your health or the health of anyone on whom the journey depends, changes after the date your journey was booked.
- **3. You** will not be covered if **you** travel against the advice of **your** doctor.

- 4. If you make a claim, you would need to get your doctor to confirm in writing that at the date your journey was booked, your condition was stable, that you were fit to travel and there was no sign that your condition would get worse.
- 5. You will not be covered if you know you will need medical treatment while you are away, unless we agree in writing.
- **6. You** will not be covered if **you** travel specifically to get **medical treatment** while **you** are away.
- **7.** You will not be covered if, before your journey was booked, a doctor diagnosed that you have a terminal condition.
- **8. You** must not have been waiting for **medical treatment** as a hospital patient or have been under investigation at the date **your journey** was booked.
- **9. You** will not be covered if **you** suffer from any diagnosed psychiatric disorder, unless **we** agree in writing.

#### If you do not meet these conditions your cover may be affected.

- This is not a private medical insurance policy and only gives cover in the event
  of accident or illness if you need emergency medical treatment.
- Reciprocal health agreements

The **UK** has reciprocal healthcare agreements with a number of countries and territories worldwide. If **you** are a **UK resident**, these agreements mean that **you** may be entitled to urgent **medical treatment** at a reduced cost, or in some cases for free. **We** strongly recommend that **you** check if the country **you** are travelling to has a reciprocal health agreement in place and what the requirements are before **you** leave the **UK**. **You** can find more information online at <a href="nhs.uk">nhs.uk</a> and search for Healthcare abroad. If you make use of these agreements or any other worldwide reciprocal health agreements and your claim under section 6 is reduced, you will not have to pay any excess.

# 24-hour medical emergency and repatriation service

See under the headings 'Cancellation or curtailment charges – Section 1' and 'Medical emergency, repatriation and associated expenses – Section 6' for more information.

You can use this service outside the UK during your journey.

If a medical problem happens, contact CEGA as soon as possible. **You** may reverse the call charges when using this service.

Use the international dialling code for the **United Kingdom** followed by:

Emergency phone number 1243 621064

Fax 1243 773169

Telex 86588 CFGAIR G.

Please give CEGA **your** age and policy reference number PTXMOH80000, **your** card number, expiry date and **your** address. Say that **you** are insured by Aviva through HSBC UK Bank plc, Gold MasterCard.

CEGA's doctors and nurses and other technical support staff are on call 24 hours a day throughout the year. They provide immediate help to anyone who contacts their medical emergency service helpline.

The service is available if medically necessary, it includes:

- a guarantee to pay hospital or doctors' fees
- help in different languages
- repatriation arrangements to send you home by land, sea or air using Air Ambulance where appropriate, and if necessary a nurse or doctor to travel with you
- necessary travel arrangements for other members of your party or next-of-kin (if it is covered under this policy); and
- an ambulance service to a hospital or nursing home or your home when you arrive in the UK

CEGA may record calls for **our** joint protection.

## Travel assistance

This cover is provided and administered by CEGA.

You can use this service outside the UK during your journey.

If a problem happens, contact CEGA as soon as possible. **You** may reverse the call charges when using this service. Use the international dialling code for the **United Kingdom** followed by:

Phone number 1243 621064

Fax 1243 773169

Telex 86588 CEGAIR G

Please give CEGA **your** age, policy reference number PTXMOH80000, **your** card number, expiry date and **your** address.

Say that you are insured by Aviva through HSBC UK Bank plc, Gold MasterCard.

The service includes:

- help to replace lost or stolen tickets and travel documents. They will send you to a travel office which provides the replacement service
- transferring emergency money from the **UK** to **you** if **you** cannot use **your** normal banking or financial arrangements locally
- emergency message relay to pass on messages to relatives or business associates if medical or travel problems disrupt your travel plans
- medical advice abroad
- assistance in locating suitable doctors, hospitals, clinics and dentists when consultation or minor treatment is required
- assistance with arrangements for a doctor to call and if necessary hospitalisation
- continued medical monitoring of the patient's condition
- help to obtain special drugs if unobtainable locally, and dispatching of them to the patient
- arranging for a translation service when necessary where the provider of an assistance service does not speak English
- assistance with a search for your lost luggage and if successfully located help in arranging the onward delivery

- referral to an English speaking lawyer, Embassy or Consulate if legal advice is needed
- assistance with the arrangement for payment of reasonable emergency legal expenses or bail, against a written guarantee of repayment
- help with the cancellation of a credit, debit or charge card if lost or stolen
- pre-travel advice on the current requirements for visas and entry permits for any country in the world
- pre-travel advice on the current requirements for inoculations and vaccinations for any country in the world and advice on current World Health Organisation warnings
- assistance in arranging for relevant vaccinations and inoculations before the commencement of an overseas trip

CEGA will only help arrange these services. You or a relative or friend must pay for the tickets, travel documents, medication, drugs, emergency funds or any extra costs, or we can arrange for your card to be debited.

## Complaints procedure

#### **Our Promise of Service**

**Our** goal is to give excellent service to all **our** customers but **we** recognise that things go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

#### What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you** to seek resolution by contacting:

If your complaint is regarding a claim you have made please contact us by:

- telephoning the Travel Claims helpline number shown at the front of this booklet
- writing to HSBC Travel Claims Department, Aviva Insurance Limited, PO Box 432, Chichester PO19 1WO

If your complaint is regarding anything else please contact us:

- by telephoning: the Customer Services helpline, the telephone numbers are shown at the front of the booklet
- by contacting: your HSBC Branch.

#### What will happen if you complain

If we are unable to resolve your concerns quickly, we will:

- acknowledge **your** complaint promptly
- assign a dedicated complaint expert who will review your complaint
- carry out a thorough and impartial investigation
- keep you updated of the progress
- do everything **we** can to resolve things as quickly as possible
- provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible

Where **we** have been unable to resolve **your** concerns or have been unable to resolve **your** complaint within eight weeks, **you** may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst **we** are bound by their decision **you** are not. Contacting them will not affect **your** legal rights.

**You** can contact the Financial Ombudsman Service by telephone on 0800 023 4567. **You** can also visit their website at <u>financial-ombudsman.org.uk</u> where **you** will find further information.

### Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See fscs.org.uk.

#### Choice of Law

The law of England and Wales will apply to this contract unless:

- at the date of the contract **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply; or
- you and we agree otherwise

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Telephone Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/ or monitored.

## **Privacy Overviews**

The data controllers responsible for the personal information in this notice are:

- Aviva Insurance Limited (Aviva), as the underwriter of the Travel Insurance product, collects and uses personal information about you so that they can provide you with a policy that suits your insurance needs. Some of this information may be collected directly from you and some may be collected from other sources including HSBC UK Bank plc, for example, during the sale and administration of the policy. Aviva is the data controller in respect of your personal information that it has received from HSBC UK Bank plc as intermediary and also in respect of any information that it has collected directly from you or from other sources as set out in its Privacy Notice.
- HSBC UK Bank plc [1 Centenary Square, Birmingham, B1 1HQ] is responsible for sale and administration of the Travel Insurance product. HSBC UK Bank plc will collect and use personal information about you during the sale and administration of the product which may be provided by you but could also include information that we have previously collected about you, e.g. any information held about you as a banking customer. HSBC UK Bank plc is the data controller for this information which will be shared with Aviva as set out in its Privacy Notice.

#### **HSBC UK Bank plc Privacy Overview**

HSBC UK Bank plc will share your personal information with Aviva to enable Aviva to underwrite your policy and manage your claims. If you make a claim, any information you give to **us** or to Aviva may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims. Please read an overview of our Privacy Notice below. You can access the full privacy notice <a href="https://doi.org/notice-ncbe.ncbc.co.uk/privacy-notice-ncbe.ncbc.co.uk/privacy-notice-ncbe.ncbc.co.uk/privacy-notice-ncbe.ncbc.co.uk/privacy-notice-ncbe.ncbc.co.uk/privacy-notice-ncbc.ncbc.co.uk/privacy-notice-ncbc.ncbc.co.uk/privacy-notice-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/privacy-ncbc.co.uk/priva

This provides an overview of:

- the types of information we collect about you
- how we collect and use it
- who we might share it with
- the steps **we'll** take to make sure it stays private and secure

**We'll** also explain your rights to your information.

#### Who we are

When **we** say '**we**', **we** mean HSBC Group companies who act as a data controller in respect of your personal data. Unless otherwise stated below, the data controller for the purposes of this notice is HSBC UK Bank plc.

The following HSBC Group companies will act as a data controller where you hold a product or service with them: HSBC Life (UK) Limited, HSBC Trust Company (UK) Limited; HSBC Executor and Trustee Company (UK) Limited; Trustees of the HSBC Self-Invested Personal Pension; and HSBC Finance Limited.

#### The information we collect

We collect information about you from different places including:

- · directly from you
- from a third party acting on your behalf e.g. an intermediary or broker
- from other HSBC companies
- from publicly available sources
- when **we** generate it ourselves
- from other organisations

**We'll** only collect your information in line with relevant regulations and law and this may relate to any of **our** products or services you apply for, currently hold or have held in the past. You're responsible for making sure you give **us** accurate and up to date information. If you provide information for another person on your policy, you'll need to direct them to the privacy notice and make sure they agree to **us** using it for the purposes set out in the privacy notice.

#### How we'll use your information

**We'll** use it to provide you with any products and services you've requested and other purposes including for example:

- to confirm your identity and address
- to understand how you use any other accounts, products or services you hold with us
- to carry out your instructions
- to administer your policy
- to improve **our** products and services
- to offer you other services we believe may benefit you unless you've asked us not to

**We'll** only use your information where **we're** allowed to by law, including for example, carrying out an agreement **we** have with you, fulfilling a legal obligation, because **we** have a legitimate business interest or where you agree to it.

**We** may use automated systems to help **us** carry out fraud and money laundering checks.

#### Who we can share your information with

**We** may share your information with other companies **we** work in partnership with and other HSBC Group members. **We** may also share your information with others outside of the HSBC Group including regulators (e.g. the Financial Conduct Authority), insurers, other banks, brokers, agents as well as credit reference and fraud prevention agencies.

#### Sensitive information

When you apply for insurance, you may need to give **us** sensitive health information if the insurer needs this to give you a quote. **We** will keep this information secure and process it in accordance with relevant laws and regulations. Where appropriate, **we** will ask for consent to collect and use this information.

#### How long we'll keep your information

**We'll** keep your information for as long as you have a relationship with **us**. After it ends **we'll** keep it where **we** may need it for **our** legitimate purposes, to help **us** respond to queries or complaints, or for other legal and regulatory reasons, including for example, fighting fraud and financial crime and responding to requests from regulators.

#### Transferring your information overseas

Your information may be transferred and stored in countries outside the European Economic Area (EEA), including some that may not have laws offering the same level of protection for personal information.

When **we** do this, **we'll** ensure an appropriate level of protection is maintained.

#### Your rights

You have a number of rights relating to your information e.g. to see what **we** hold, to ask **us** to share it with another party, ask **us** to update incorrect or incomplete details, to object to or restrict processing of it etc.

For a fuller statement of your rights and how to complain if you're unhappy with anything you think **we** are doing, please see the full privacy notice.

#### More information

If you'd like more details about anything covered in this summary, please see **our** full Privacy Notice. You can view or download a copy by visiting <a href="https://hsbc.co.uk/privacy-notice">hsbc.co.uk/privacy-notice</a> or if you prefer paper, give **us** a call on 03457 70 70 70 and **we'll** send you one in the post.

## Aviva Privacy Notice

#### **Personal Information**

**We** collect and use personal information about you so that **we** can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how **we** use your information but you can get more information about the terms **we** use and view **our** full privacy policy at <a href="mailto:aviva.co.uk/privacypolicy">aviva.co.uk/privacypolicy</a> or request a copy by writing to **us** at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the underwriter of the product. Additional controllers include HSBC UK Bank plc (HSBC), who are responsible for the sale and administration of the product, and any applicable insurers, reinsurers or brokers **we** use.

#### Personal information we collect and how we use it

**We** will use personal information collected from you and obtained from other sources:

- to provide you with insurance: **we** need this to decide if **we** can offer insurance to you and if so on what terms and also handle any claims
- to support legitimate interests that **we** have as a business. **We** need this to:
  - manage arrangements we have with our insurers, reinsurers and brokers
     we use, and for the detection and prevention of fraud
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **we** may need to use personal information to carry out anti-money laundering checks

We may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.

The personal information **we** collect and use will include name, address, date of birth and financial information. If a claim is made **we** will also collect personal information about the claim from you and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We**'ll ensure that **we** only use that information where **we** need to for **our** insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when **we** need consent to use personal information for a specific reason. If this happens **we** will make this clear to you at the time. If you give **us** consent to using personal information, you are free to withdraw this at any time by contacting **us** – refer to the "Contacting us" details below. Please note that if consent to use this information is withdrawn **we** will not be able to continue to process the information you gave **us** for this/these purpose(s). This would not affect **our** use of the information where consent is not required.

Of course, you don't have to provide **us** with any personal information, but if you don't provide the information **we** need **we** may not be able to proceed with your application or any claim you make.

Some of the information **we** use as part of this application may be provided to **us** by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information **we** obtain from publicly available records, **our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

#### **Credit Reference Agency Searches**

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with **our** best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at transunion.co.uk/legal/privacy-centre?#pc-credit-reference.

#### Automated decision making

**We** carry out automated decision making to decide whether **we** can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular **we** use an automated underwriting engine to provide a quote for this product, using the information **we** have collected.

#### How we share your personal information with others

We may share your personal information:

- with the Aviva group, **our** agents and third parties who provide services to **us**, and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **us** administer **our** products and services
- with regulatory bodies and law enforcement bodies, including the police, e.g. if
   we are required to do so to comply with a relevant legal or regulatory obligation
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes

• with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies

Some of the organisations **we** share information with may be located outside of the European Economic Area ("EEA"). **We**'ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see **our** Privacy Policy or contact **us**.

#### How long we keep your personal information for

**We** maintain a retention policy to ensure **we** only keep personal information for as long as **we** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to process your insurance and deal with claims and queries on your policy. **We** may also need to keep information after **our** relationship with you has ended, for example to ensure **we** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **we** are required to do so for legal, regulatory or tax purposes.

#### Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on **our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see **our** full privacy policy or contact **us** – refer to the "Contacting us" details below.

#### Contacting us

If you have any questions about how **we** use personal information, or if you want to exercise your rights stated above, please contact **our** Data Protection team by either emailing them at <u>dataprt@aviva.com</u> or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how **we** use your personal information, please contact **us** in the first instance and **we** will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioner's Office at any time.

## Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the Police.

**You** should show these notices to anyone who has an interest in the insurance under the policy.

## Additional important information about HSBC

#### **Explaining HSBC's service**

**Your** HSBC Travel Insurance policy is underwritten by Aviva Insurance Limited and as an insurance intermediary HSBC UK Bank plc deals exclusively with Aviva for purposes of **your** policy. Once **your** policy has commenced, **you** will deal directly with Aviva for all **your** ongoing policy administration and claims. When **you** took out **your** HSBC Gold MasterCard no advice or recommendation regarding the suitability of this Travel Insurance was provided by HSBC UK Bank plc.

No fee has been charged by HSBC UK Bank plc for arranging this contract. HSBC UK Bank plc is registered in England number 09928412. Registered Office: 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom.

#### Loans and Ownership

HSBC UK Bank plc is a member of the HSBC Group, the ultimate parent company of which is HSBC Holdings plc. HSBC Holdings plc beneficially holds 100% of both the shares and voting power of HSBC UK Bank plc.

#### Who regulates HSBC UK Bank plc?

HSBC UK Bank plc, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Our** firm's reference number is 765112. **You** can view the Financial Services Register by visiting the Financial Conduct Authority's website <u>fca.org.uk</u> or by calling on 0800 111 6768.

# Would I receive compensation if HSBC were unable to meet their liabilities?

HSBC is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the FSCS arrangements is available from them on 0800 678 1100, or by visiting their website fscs.org.uk.

## Further information about your policy

HSBC UK Bank plc may from time to time use a different **insurer**(s) to provide **you** with this product. A change of **insurer**(s) may take place at any time. HSBC UK Bank plc will notify **you** prior to any change of **insurer**(s) and advise **you** of any change in the policy terms. **You** will have the opportunity to terminate **your** HSBC Gold MasterCard both before and after such a change becomes effective.

#### Your duty to disclose information

If **you** have any questions regarding **your** eligibility for, or understanding of this Travel Insurance, such as pre-existing medical conditions suffered by **you** or anyone on whom the **journey** depends, please contact the **insurer**. If any changes arise please provide them with details.

HSBC UK Bank plc and the **insurer** recommend **you** keep a record (including copies of letters) of all information provided to the **insurer** for **your** future reference.

#### Insurer

This policy is underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm reference number 202153.

**You** may check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting their website fca.org.uk.

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## Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat on our website, visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more please get in touch. You can also visit: hsbc.co.uk/accessibility or: hsbc.co.uk/contact.

#### hsbc.co.uk

**HSBC UK Bank plc.** Registered in England and Wales with number 09928412. Registered Office: 1 Centenary Square, Birmingham B1 1HQ, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112.

Customer Information: Customer Service Centre, BX8 2HB

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