

# **Westfield Multi Trip Insurance Summary**

The following summary does not contain the full terms and conditions of the contract and does not form part of your contract of insurance. These can be found in the Certificate, Schedule and any attaching Endorsements.

### About your Insurance...

This Insurance is underwritten by the Association of Underwriters known as Lloyd's, led by Syndicate 4020.

### Benefits provided... (note that all sections are subject to exclusions)

### Medical and Additional Expenses - up to GBP5,000,000 \*1

Cover for hospital and other medical expenses incurred whilst outside the United Kingdom and within 12 months of the illness or injury. This includes specialist fees, air ambulance charges, additional accommodation expenses and repatriation costs. 24 hour emergency medical assistance is included.

## Cancellation and Curtailment - up to GBP3,000 \*1

Reimbursement for unused travel and accommodation costs if you have to cancel or cut short your trip for specified reasons.

## Journey Continuation and Delay - up to GBP500 \*1

Up to GBP500 for additional travel and accommodation costs if you are delayed in reaching your international departure point due to specified reasons. GBP30 for the first 12 hours delay, GBP15 for every 12 hours thereafter, up to GBP150 in all if a pre-booked aircraft, ship, coach or train is delayed due to specified reasons. Up to GBP3,000 if the trip is cancelled due to delay.

### Personal Liability - up to GBP2,000,000

If the Insured Person becomes legally liable to pay claims for accidental bodily injury to the public or accidental loss of or damage to property.

### Legal Expenses - up to GBP25,000

For pursuit of a claim against a third party who has caused you bodily injury.

### Personal Accident - up to GBP25,000

Payable in event of death or permanent total disablement. The death benefit is limited to GBP10,000 or GBP2,500 for persons under 18 years of age, or under 23 years of age if in full time education. Maximum accumulation limit GBP250,000.

### Hospital Benefit - GBP25 Per Day up to GBP1,000

A cash benefit for each complete day spent as a hospital in-patient outside the United Kingdom due to bodily injury or illness covered under the Medical and Additional Expenses Section of the insurance.

### Personal Baggage, Clothing or Effects - up to GBP2,500 \*1 and Money - up to GBP750 \*1

Permanent loss of or damage to your baggage and belongings subject to the following limits:-

All Valuables - GBP300, any single, pair or set of articles - GBP300; personal money - GBP750 with a limit of GBP250 for cash.

**Delayed Baggage** – up to GBP150 for the purchase of immediate necessities if baggage is temporarily lost or delayed in transit. Unless your personal baggage is permanently lost, this Sum Insured represents the maximum limit of the Underwriters' liability under this Section for an insured trip.

Delayed Diving Equipment – Up to GBP40 per day to a total of GBP160 to hire equipment if yours is delayed by more than 12 hours.

## Car Hire Excess Waiver - up to GBP250

Reimbursement of any monetary excess or deductible that you are legally liable to pay following loss or damage to a rental car hired by you.

## Inability to SCUBA dive benefit – up to GBP200

A cash benefit of GBP20 for each complete day that you are unable to SCUBA dive after the first 2 days, due to Bodily Injury or illness.

### Additional benefits applicable in respect of the 17 days winter sports...

## Ski Passes, Equipment and Clothing Hire and Tuition Fees - up to GBP250

Reimbursement due to loss of ski pass or reimbursement of unused fees due to injury, illness or cancellation of the trip.

## Piste Closure - up to GBP200

Compensation or travel expenses due to lack of snow at your resort.

## Avalanche - up to GBP150

To pay for travel and accommodation if you are delayed at your resort due to avalanche.

\*1 The first GBP50 will be deducted from all claims in respect of these Sections. Should the same occurrence give rise to a claim under more than one Section, only one amount of GBP50 will be deducted.

## **Period of Cover**

The Period of Insurance, during which all benefits are operative, will be shown in the Schedule provided to you when you arrange the cover.

The effective period of cover for each trip commencing during the Period of Insurance shall be from the time of leaving home (or place of work if later) during the whole trip until return to home (or place of work if earlier) to a maximum of 31 days each trip. In addition, Cancellation cover operates from the date of booking a trip or from the date of issue shown in the Schedule, whichever is the later.

### Cancellation...

See the General Conditions entitled 'Cancellation Of This Insurance' and 'Non Payment Of Premium' in the General Conditions section of this document.

#### Claims...

If you believe that you have a claim under this Insurance, you should notify:

#### **Claims Administrators**

Accident & Health Claims Services LLP 7 – 8 Ducketts Wharf South Street Bishop's Stortford Herts, CM23 3AR.
Tel: +44 (0)1279 713860

When you notify a claim you will need the Certificate Number shown in the Schedule.

## Reciprocal Health Agreements...

### **EEA** or Switzerland

A European Health Insurance Card (EHIC) entitles you to reduced cost, sometimes free, medical treatment that becomes necessary while you're travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.

You can find an EHIC application form online by visiting www.dh.gov.uk/travellers.

If the Underwriters agree to a claim for medical expenses which has been reduced because you used an EHIC or private health insurance, the Underwriters will not apply the excess for this section. If you do not have an EHIC, this Insurance will still be valid.

### Australia

If the Insured Person needs medical treatment in Australia, they must enrol with a local MEDICARE office. They do not need to enrol when they arrive, but must do so after the first occasion they receive treatment. Inpatient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found either by visiting www.dh.gov.uk/travellers or the MEDICARE website at www.hic.gov.au.

### Compensation...

Lloyd's insurers are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from:

Financial Services Compensation Scheme 10<sup>th</sup> Floor, Beaufort House 15 St Botolph Street London EC3A 7QU

Website: www.fscs.org.uk

## Law Applicable to the Insurance...

The parties are free to choose the law applicable to the Insurance Contract. Unless specifically agreed to the contrary the insurance shall be subject to English Law.

### Complaints...

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

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints.

If you are dissatisfied about your insurance or the handling of a claim, you should contact:

The Complaints Department, Ark Syndicate Management Ltd, 30 Fenchurch Avenue, London EC3M 5AD Email: complaints@arkunderwriting.com

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 E-mail: complaints@lloyds.com

If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

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

Telephone: 0800 0234567 (calls to this number are free from mobiles and "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers in the UK).

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

Further information is available at: www.financial-ombudsman.org.uk

#### Data Protection Clause...

The Assured and/or Insured Persons should understand that any information about them will be processed by the Underwriters in compliance with the General Data Protection Regulation ((EU) 2016/679), for as long as this is directly applicable to the UK, and the Data Protection Act 2018 (and any successor legislation) for the purposes of providing insurance and handling any claims or complaints, if any, which may necessitate providing such information to other parties.

#### Your Personal Information Notice...

#### Who we are

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

#### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

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

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

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

### Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

#### Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

## Contacting us and your rights

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

FAO: Compliance Ark Syndicate Management Limited 30 Fenchurch Avenue London EC3M 5AD

Tel: 020 3023 4020

Email: arkGDPR@arkunderwriting.com

Website: https://arkunderwriting.com/privacy\_notice\_insured/

### Amendments to the Certificate

Should the Insured Person (or Assured, if named in the Schedule) wish to amend the Insurance, notification of such amendment should be given to the Agent shown in the Schedule.

### Are there charges for cancellation or amendment?

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

General Conditions (applicable to the whole insurance)

### **Claims Under More Than One Section**

In the event of any one occurrence giving rise to claims under more than one Section of the Certificate, only the one monetary exclusion of GBP50 each Insured Person shall be deducted from the total amount of the claim.

#### Fraudulent Claims

If the Insured Person, or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the Assured, the insurance will become invalid in respect of that Insured Person. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of that Insured Person.

If the Assured, or anyone acting on the Assured's behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the whole insurance will become invalid. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of the Assured and all Insured Persons.

### **Cancellation Of This Insurance**

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The Insured Person can cancel the Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer and cover does not relate to a specific event/activity: -

- The Insured Person can cancel the Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the Insured Person believe that there are legitimate reasons to have cancelled mid-term, then they may request a refund and this will be considered at the Underwriters' discretion.

### Information Given To The Underwriters

In deciding to accept the Insurance and in setting the terms and premium, the Underwriters have relied on information given by the Insured Person. The Insured Person must ensure that all information provided is accurate and complete.

If it is established that the Insured Person deliberately or recklessly provided false or misleading information, the Underwriters will treat the Insurance as if it never existed and decline all claims.

If it is established that the Insured Person were careless in providing the information relied upon in accepting the Insurance and setting its terms and premium, the Underwriters will: -

- Treat the Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if the Underwriters provided insurance cover which would not otherwise have been offered, or
- Amend the terms of the Insurance. The Underwriters will apply these amended terms as if they were already in place if a claim has been adversely impacted by the Insured Person's carelessness, or
- Charge the Insured Person more for the Insurance or reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium which the Underwriters would have charged.

The Underwriters or the Agent shown in the Schedule will write to the Insured Person if any of these actions are taken.

### **Reasonable Precautions**

The Insured Person is required to take all reasonable precautions to protect themself and their property as though they are uninsured.

### Subrogation

The Underwriters shall be subrogated to all the Insured Person's rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The Insured Person shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

### Non Payment Of Premium

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the Insured Person and the Agent, then the Underwriters reserve the right to cancel the Insurance from inception as though cover was not taken up. The Underwriters or the Agent shown in the Schedule will write to the Insured Person if this action is taken. This does not affect your statutory rights.

## **Endorsements Attaching To This Insurance**

No endorsement or amendment to the Certificate shall override the Exclusions or General Exclusions applicable to Section 4, Personal Liability, or the following individual Exclusions: -

Section 2, Cancellation and Curtailment, Exclusion 4 Section 3, Journey Continuation and Delay, Exclusion 5

These exclusions relate to any claims attributable to any condition or set of circumstances known to the Insured Person at the time of effecting the Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to a claim.

### Main Exclusions THIS IS A SUMMARY AND NOT AN EXHAUSTIVE LIST.

A copy of the full contract of insurance may be seen upon application to your Agent.

### Applicable to all sections of this Insurance:

- Any trip known to exceed 31 days duration at commencement of the trip.
- Trips within the United Kingdom of less than 5 nights pre-booked accommodation.
- Persons aged 65 or over at commencement of the insurance.
- Any trip booked or commenced contrary to medical advice, to obtain medical treatment or after a terminal prognosis has been made.
- The Underwriters shall not be liable to pay any claims or expenses arising directly or indirectly from any medical condition of the Insured Person for which medical advice, treatment, care or monitoring has been given by a Medical Practitioner or hospital during the 12 months prior to the commencement of the Period of Insurance, or the date of booking any trip covered by this Certificate, whichever is the later.

However, if this Insurance is a renewal to Accident & Health Underwriting Limited via Westfield (Sub Aqua & Marine) Insurance Services Limited this exclusion shall not apply to the Cancellation of any trip booked during the preceding Period of Insurance.

This exclusion shall not apply to any medical condition for which the Insured Person takes regular continuing medication provided that there has been no change in the type, frequency or quantity of drugs within the last 12 months. However, no claims or expenses relating to such condition will be admitted hereunder in the event of the Insured Person's failure to take such drugs in accordance with the medical advice given.

- Self-injury, suicide, fighting, criminal acts or participation in civil commotion or a riot.
- Claims caused by alcohol abuse, drugs or solvents (unless prescribed by a registered doctor).
- Any psychiatric, mental or nervous disorder of the Insured Person, including anxiety, stress, depression and/or post-traumatic stress disorder.
- Nuclear reaction, nuclear radiation or radioactive contamination.
- Expenses arising as a consequence of a loss (e.g. change of locks due to lost keys).
- Nuclear reaction, nuclear radiation or radioactive contamination.
- Terrorism involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
- War, whether war be declared or not, invasion or civil war; except whilst the Insured Person is travelling outside the United Kingdom, however this exception shall not apply where the Insured Person is taking an active part in such war, invasion or civil war.
- Any payment that would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America.
- Any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
- Any claim involving an act of the Insured Person that is deemed to be an illegal act in the United Kingdom or the country in which
  they are travelling.

## Additional exclusions applicable to Section 1 - Medical and Additional Expenses

- Medical expenses incurred more than 12 months after the date the first expense was incurred or any continuing expense if the Insured Person has refused the option of repatriation to the United Kingdom.
- Costs of in-patient hospitalisation or repatriation not pre-authorised by the Emergency Service Company.
- Costs of continuing medication for any health condition known to exist at the start of a trip.
- Any expenses resulting from a sexually transmitted disease, HIV or AIDS.
- Self-inflicted injury, suicide, alcohol or drug abuse.
- Pregnancy and childbirth if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
- Mountaineering, rock climbing or riding or driving in any kind of race, exposure to exceptional danger.
- · Subsistence, other than as a hospital in-patient, and phone charges other than to the Emergency Service Company.
- Failure to comply with the current safety regulations of your diving association.

### Additional exclusions applicable to Section 2 - Cancellation and Curtailment

- Any condition or set of circumstances known to exist and which could have been expected to cause the trip to be cancelled or curtailed.
- Pregnancy and childbirth if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
- Cancellation of a trip due to failure to check-in properly or due to any of your contractual liabilities.
- Curtailment costs if not pre-authorised by the Emergency Service Company.
- Any expenses that have been paid for using vouchers, reward or loyalty points or schemes.

## Additional exclusions applicable to Section 6 - Personal Accident

- Mountaineering or rock climbing involving ropes or guide ropes or potholing or cave diving.
- Motor sports, sports tours or aeronautics / aviation other than as a passenger.
- Failure to comply with the current safety regulations of your diving association.

### Additional exclusions applicable to Section 8 - Baggage, Personal effects and Money

- Loss of personal effects, travellers' cheques or money if left unattended.
- Money or valuables lost or stolen if not reported to the police within 24 hours and written statement obtained.
- Jewellery, valuables, travellers' cheques or money left in the custody of a carrier.
- Damage to property by moth or vermin, wear and tear.
- Property already insured elsewhere.
- Property lost or damaged when held by a carrier, unless reported to the carrier within 24 hours and a Property Irregularity Report obtained.
- Property confiscated by Customs.

# Additional exclusions applicable to Section 9 - Car Hire Excess Waiver

• Losses where the insured person has not taken up all comprehensive insurance or waivers offered by the licensed rental agency against loss or damage to the rental car (whether discretionary or mandatory).