



OAK

PART OF THE RSA GROUP

PRIVATE CLIENT
ANNUAL TRAVEL INSURANCE
POLICY

ANNUAL TRAVEL INSURANCE CLAIMS AND ASSISTANCE

IT IS ESSENTIAL THAT EVERY INSURED PERSON

- reads this policy before booking a **trip**
- remembers to refer any existing medical conditions to the Medical Pre-screening Service before booking a **trip** (see page 5)
- carries the emergency service details and contact numbers with them when travelling
- is aware of the procedures to follow in the case of an emergency (see below).

24-HOUR MEDICAL AND EMERGENCY SERVICE

Specialty Assist Limited (**SAL**) operates this 24-hour emergency telephone service on **our** behalf. It is available to offer help and advice as well as to give authorisation for treatment, surgery, emergency repatriation and revised travel arrangements.

Experienced assistance co-ordinators will answer the call. When using the service, please ensure that details of this insurance and all other relevant information are available:

Insurer:	Oak Underwriting Plc
Policy number:	The policy number is found on the policy schedule
Policyholder's:	Name and address
Insured person:	Full name, sex and date of birth
Contact number:	Mobile number and email address to be used during the trip
Details of the condition:	
Name and address of the hospital/doctor/clinic:	
Telephone and email address for the hospital/doctor/clinic:	

Please telephone the following number. **You** may wish, if **you** wish reverse charges.

Worldwide + 44 (0) 20 7902 7128 (London, United Kingdom)

Please remember that it is a condition of this insurance that **SAL** must agree to and give authorisation in advance for

- an **insured person's** admission to hospital as an in-patient except in an emergency, in which case notification must be made at the earliest opportunity
- repatriation, e.g. an air ambulance or other journey requiring medical attendance
- any travel arrangement alterations an **insured person** wishes to make.

SUBMITTING A CLAIM

Claims should be submitted as soon as possible, including those where **SAL** have been involved. Claim forms are available from the address below and, when completed, should be submitted to the same address together with all relevant documentation and accounts. This must be done within 31 days of the end of the **trip**.

Oak Underwriting Plc

Cromwell Park
Chipping Norton
Oxon
OX7 5DF

T: **0333 456 7004**
E: **claims@oak-underwriting.com**

Important Notes

- This is not a private medical insurance policy and, wherever possible, other than in emergency, treatment should be obtained under reciprocal health agreement (a) when travelling within the European Union and (b) in other countries which United Kingdom has agreements with such as Australia and New Zealand (visit www.dh.gov.uk/travellers for a list of countries).
- In most cases, where out-patient, or short term in-patient medical treatment has been received, you will be expected to settle the account and submit a claim on your return to the United Kingdom. The insured persons must ensure that a detailed medical certificate showing the nature of the injury or illness is obtained, which must be dated and submitted with the completed claim form and accounts.
- **SAL** are an emergency service only and do not handle claims or make payments without authorisation from Oak but will always try to provide support and assistance to insured persons as described in the policy.
- In the event of any medical treatment becoming necessary that results in a claim under this insurance, the insured person is required to grant us or our representatives, unrestricted access to their medical records and information to establish that the claim does not relate to a pre-existing condition, not disclosed to Oak before booking or making the trip or trips for which the claim is being made.
- The policy only provides cover in the event of an accident or sudden illness that requires emergency treatment whilst on a trip during the period of insurance and does not cover costs arising from or in connection with planned treatments during any trip or the cost of routine medications or consultations.

ANNUAL TRAVEL INSURANCE YOUR INSURANCE POLICY

WELCOME TO YOUR ANNUAL TRAVEL INSURANCE POLICY

We are pleased to welcome **you** as an Oak Annual Travel **policyholder** and thank **you** for choosing to insure **your** holiday and business **trips** with Oak. **We** aim to provide the best cover and claims service for all **our policyholders** to give **you** peace of mind whilst enjoying **your trip**.

Subject to the terms, conditions, limits and exclusions of this insurance, **we** will insure **you** against the incidents listed in this policy occurring during any **period of insurance** for which **we** have accepted payment of **your** premium. Please note that this is not a private health insurance and only provides cover in the event of an accident or sudden illness that requires emergency treatments whilst abroad.

This policy sets out clearly what is and what is not covered and, to assist **you**, any words with special meanings have been defined and are in **bold**. It is essential that **you** read **your** policy, the **schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase that has been explained in this policy will have that meaning wherever it appears. If **your** policy, the **schedule** and any **endorsements** are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes.

Please ensure that **you** and all **insured persons** pay particular attention to the section 'Existing medical conditions' on page 5 of this policy.

We have relied on the information **you** have provided to **us**, or has been provided to **us** by **your** insurance intermediary, in addition to any proposal form, declaration and/or any supplementary questionnaires in deciding to accept this insurance and in setting the premium and terms. This information is shown on **your schedule** and in the statement of fact. **You** must therefore ensure that all the information is accurate and that **you** have not made a misrepresentation to **us** where **we** have asked **you** a question in connection with **your** insurance or **we** have asked **you** to confirm or amend details.

In addition, please remember that **you** are required to tell **us** as soon as possible of any changes to this information where this occurs during the **period of insurance** or at renewal of the policy. This includes any significant changes to an **insured person's** state of health and also if any situation has arisen that may give rise to a **trip** being cancelled or curtailed. Failure to do so may invalidate **your** policy or may result in any claim not being covered under **your** policy.

If **you** are in any doubt regarding the meaning of a question or the information being requested of **you** please contact **us** or **your** insurance intermediary.

Unless some other law is agreed in writing, this policy is governed by English law or the law of where **your** home is within the **United Kingdom** or the Channel Islands. If there is a dispute, it will be dealt with in the courts of England or of the country within the **United Kingdom** or the Channel Islands in which **your home** is situated.

On behalf of everyone at Oak **we** wish **you** and **your** family an incident-free year with Oak Annual Travel.

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ANNUAL TRAVEL INSURANCE

DEFINITIONS

Baggage	Clothing, sports equipment, luggage and other personal effects worn, used or carried by an insured person during a trip .
Business colleague	An insured person's fellow employee, director or business partner whose absence from work or place of employment necessitates the cancellation or curtailment of any trip .
Endorsement	A change in details or a variation in the terms, conditions and or exclusions of this insurance.
Excess(es)	The amount(s) stated in the schedule that we will deduct from any claims settlement we make. All claims arising out of one incident or series of related incidents will be treated as one claim.
Hijack	The unlawful seizure or wrongful exercise of control of an aircraft or other conveyance in which an insured person is travelling.
Insured person	Each person named in the schedule . If appropriate, we will deal with claims made by their legal personal representatives, executors or administrators.
Period of insurance	The period for which this insurance is in force as shown in your schedule and during which all trips must be completed.
Relative	Husband, wife, domestic partner living at the address shown in the schedule , fiancé(e), parent, child, sibling, grandparent, grandchild or any other close family member including step-family members and in-laws.
SAL	Specialty Assist Limited, Europoint, 5-11 Lavington Street, London, SE1 0NZ.
Schedule	That part of the insurance which shows current details of the policyholder , the insured persons , the period of insurance , the sections in force, the benefits to be paid and any excess(es) and endorsements which apply.
Trip	Any period, not exceeding 90 days (excluding winter sports – please refer to Section 11), which begins when the insured persons leave their homes or places of business in the United Kingdom and the Channel Islands at the start of the trip and ends on their return to their homes, places of business or a nursing home or hospital in the United Kingdom and the Channel Islands. (See also General Condition 8 and General Exclusions.)
United Kingdom	Great Britain, Northern Ireland and the Isle of Man.
We/us/our	Oak Underwriting Plc, a member of the Royal & Sun Alliance Group of Companies.
You/your/policyholder	The person(s) named in the schedule as the policyholder and, where applicable, your legal personal representatives, executors or administrators.

ANNUAL TRAVEL INSURANCE

ESSENTIAL INFORMATION AND TRAVEL ASSISTANCE

IT IS ESSENTIAL THAT EVERY INSURED PERSON

- reads this policy before booking a **trip**
- remembers to refer any existing medical conditions to the Medical Pre-screening Service before booking a **trip** (see below)
- carries the emergency service details and contact numbers with them when travelling
- is aware of the procedures to follow in the case of an emergency (see 24-hour medical and emergency service, page 6).

EXISTING MEDICAL CONDITIONS

Please note that there will be no cover if, at the time of booking a **trip**, an **insured person** or any other person on whose health the **trip** may depend has

- had medical treatment or surgery within the last 12 months or is on a waiting list for in-patient treatment or investigation
- medical conditions which require continuing medication unless both the condition and medication levels have been normally stable and well controlled for at least 12 months
- breathing difficulties other than stable, well-controlled asthma
- a heart-related condition, including angina
- a malignant disease such as cancer
- been diagnosed with a terminal condition
- an expected date for giving birth which is within 9 weeks of the end of the **trip**
- a previously diagnosed psychiatric or psychological disorder
- planned to travel against medical advice, knows that treatment will be needed during the **trip** or has planned to obtain medical treatment outside the **United Kingdom**.

We will, in most cases, be able to provide cover but only if details of the condition(s) have been referred to **our** Medical Pre-screening Service before a **trip** is booked. MediQuote may be contacted on **0208 865 3128** between 9.00 a.m. and 5.30 p.m, Monday to Friday. Please quote the reference – Oak Underwriting. **We** will confirm whether or not cover can be provided and if any special terms or additional premiums are required.

If **you** or an **insured person** requires any clarification or has any doubts or queries, please discuss these with **us** or **your** insurance intermediary before **you** book a **trip**. Where necessary, the advice of a medical practitioner must be sought before a **trip** begins and that advice must be acted upon. Failure to notify **us** or to act on any advice given may invalidate this insurance or result in cover not operating fully.

24-HOUR TRAVEL ASSISTANCE AND INFORMATION

We have arranged for **SAL** to provide a special 24-hour travel assistance and information service to **our** clients.

Please telephone **+44 (0)20 7902 7128** for

- assistance with lost documents
- translation services
- advance of funds
- lost luggage assistance
- an emergency message relay service
- Foreign Office travel warnings
- worldwide passport and visa information
- worldwide vaccination requirements
- exchange rate information
- embassy and consulate information
- worldwide climate information
- banking and business hours information

ANNUAL TRAVEL INSURANCE

MAKING A CLAIM

24-HOUR MEDICAL AND EMERGENCY SERVICE

Specialty Assist Limited (**SAL**) operates this 24-hour emergency telephone service on **our** behalf. It is available to offer help and advice as well as to give authorisation for treatment, surgery, emergency repatriation and revised travel arrangements.

Experienced assistance co-ordinators will answer the call. When using the service, please ensure that details of this insurance and all other relevant information are available:

Insurer:	Oak Underwriting Plc
Policy number:	The policy number is found on the policy schedule
Policyholder's:	Name and address
Insured person:	Full name, sex and date of birth
Contact number:	Mobile number and email address to be used during the trip
Details of the condition:	
Name and address of the hospital/doctor/clinic:	
Telephone and email address for the hospital/doctor/clinic:	

Please telephone the following number. **You** may wish, if **you** wish reverse charges.

Worldwide **+ 44 (0) 20 7902 7128** (London, United Kingdom)

Please remember that it is a condition of this insurance that **SAL** must agree to and give authorisation in advance for

- an **insured person's** admission to hospital as an in-patient except in an emergency, in which case notification must be made at the earliest opportunity
- repatriation, e.g. an air ambulance or other journey requiring medical attendance
- any travel arrangement alterations an **insured person** wishes to make.

SUBMITTING A CLAIM

Claims should be submitted as soon as possible, including those where **SAL** have been involved. Claim forms are available from the address below and, when completed, should be submitted to the same address together with all relevant documentation and accounts. This must be done within 31 days of the end of the **trip**.

Oak Underwriting Plc T: **0333 456 7004**
Cromwell Park E: **claims@oak-underwriting.com**
Chipping Norton
Oxon
OX7 5DF

Important Notes

- This is not a private medical insurance policy and, wherever possible, other than in emergency, treatment should be obtained under reciprocal health agreement (a) when travelling within the European Union and (b) in other countries which United Kingdom has agreements with such as Australia and New Zealand (visit www.dh.gov.uk/travellers for a list of countries).
- In most cases, where out-patient, or short term in-patient medical treatment has been received, you will be expected to settle the account and submit a claim on your return to the United Kingdom. The insured persons must ensure that a detailed medical certificate showing the nature of the injury or illness is obtained, which must be dated and submitted with the completed claim form and accounts.
- SAL are an emergency service only and do not handle claims or make payments without authorisation from Oak but will always try to provide support and assistance to insured persons as described in the policy.
- In the event of any medical treatment becoming necessary that results in a claim under this insurance, the insured person is required to grant us or our representatives, unrestricted access to their medical records and information to establish that the claim does not relate to a pre-existing condition, not disclosed to Oak before booking or making the trip or trips for which the claim is being made.
- The policy only provides cover in the event of an accident or sudden illness that requires emergency treatment whilst on a trip during the period of insurance and does not cover costs arising from or in connection with planned treatments during any trip or the cost of routine medications or consultations.

ANNUAL TRAVEL INSURANCE COVER

SPECIFIC CONDITIONS

- 1 **We** will deduct any applicable **excess(es)** before a claim is paid. However, for claims arising under Section 1 – Overseas Medical and Other Expenses, where an **insured person** has utilised any reciprocal health agreements such as those in Europe and Medicare in Australia, the **excess** will be waived other than for those claims where a specific **excess** has been imposed by **us** or **our** Medical Pre-screening Service.
- 2 **You** must notify **us** as soon as possible, whether at the start of this insurance, renewal or before booking a **trip**, of any change in the information given to **us** which may affect an **insured person's** cover or which may result in a claim including, but not limited to
 - i the state of health (physical or mental) of the **insured person**, any person with whom that **insured person** is travelling or has arranged to travel and any other person on whose health the **trip** may depend
 - ii planned participation in potentially hazardous sports and/or activities.

We reserve the right to apply special terms, charge an additional premium, choose not to provide cover or cancel this insurance or part of this insurance.

- 3 If, as a consequence of an accident, any pre-existing condition or physical infirmity is aggravated by that accident, the compensation payable will be the amount which **we** consider would have been reasonable if such aggravation had not occurred.
- 4 All medical records, notes and correspondence must, if required, be made available to the medical advisor or advisors appointed on **our** behalf. These advisors are entitled to examine an **insured person** as often as is considered necessary in order to review a claim.

THE COVER

We will, during the **period of insurance**, provide the **insured persons** with the cover set out in the following sections

THE EXCLUSIONS

- but **we** will not pay for any claim arising directly or indirectly from
- 1 or related to the investigation, diagnosis or treatment of an **insured person** or any other person on whose health the **trip** may depend for any
 - i malignant disease such as cancer
 - ii breathing difficulties other than stable, well-controlled asthma
 - iii heart related condition, including angina
 - iv other medical condition which, in the 12 months before effecting, renewing or extending this insurance or booking a **trip**, has required
 - a continuing medication (unless both the condition and medication levels have been normally stable and well controlled for at least 12 months)
 - b medical treatment or surgerywhich was known to any **insured person** at the time of booking the **trip**
 - 2 any **insured person** who
 - i has booked or has undertaken the **trip**
 - a against the advice of a medical practitioner
 - b knowing that medical treatment will be needed during the **trip**
 - c in order to obtain medical treatment outside the **United Kingdom**
 - ii is on a waiting list for in-patient medical or surgical treatment or investigation
 - iii has been diagnosed with a terminal condition
 - iv has any previously diagnosed psychiatric or psychological disorder
 - v is expected to give birth within 9 weeks of the end of the **trip**
 - vi is aware of any other circumstances which could reasonably be expected to give rise to a claim

ANNUAL TRAVEL INSURANCE COVER (continued)

- 3
 - i mountaineering or rock climbing normally requiring the use of guides or ropes
 - ii pot-holing and other underground activity
 - iii racing (other than swimming or on foot)
 - iv participating in sports tours and competitions (other than those organised by schools)
 - v professional sports
 - vi ice hockey
 - vii wet-biking
 - viii white water rafting
 - ix scuba diving to depths of more than 30 metres
 - x flying (other than as a fare-paying passenger in a licensed aircraft)
 - xi parachuting or bungee jumping
 - xii free flight including hang gliding
 - xiii hunting
 - xiv driving or riding on motorcycles over 100cc
 - xv military serviceunless **we** have specifically agreed to extend the cover and the appropriate additional premium is paid
- 4 any **insured person** who, at the time of effecting or renewing this insurance, was 70 years or older unless **we** have specifically agreed to extend the cover and the appropriate additional premium is paid
- 5
 - i suicide
 - ii wilfully self-inflicted injury or illness
 - iii venereal disease
 - iv alcoholism or drunkenness
 - v the use of any drugs (other than drugs taken in accordance with the treatment prescribed and directed by a registered medical practitioner who is not the **insured person** but not for the treatment of drug addiction)
- 6 any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused
- 7 wilful exposure to danger except in an attempt to save human life
- 8 an **insured person's** criminal act or deliberate act.

SECTION I – OVERSEAS MEDICAL AND OTHER EXPENSES

We will pay up to £10,000,000 per **insured person** per **trip** for the following expenses necessarily incurred as a direct result of accidental physical injury, death or illness sustained during any **trip** outside the **United Kingdom**

- 1 medical, surgical, hospital, nursing and ambulance charges (including dental charges for the relief of immediate pain only) including additional repatriation costs incurred and, where winter sports is insured, the cost of emergency recovery
- 2 additional travel and hotel expenses including those of a **relative** or friend required, on medical advice, to remain with, travel to or escort the **insured person**
- 3 the cost of funeral or cremation expenses abroad and/or of returning the body or ashes to the **United Kingdom** or the Channel Islands
- 4 the cost of storing personal effects for up to 3 months or of returning them to the **United Kingdom** or the Channel Islands
- 5 the extra cost of a private room in an NHS hospital in the **United Kingdom** if, as a direct result of being in an infected region abroad, an **insured person** is suffering from or within 90 days of returning from a **trip** is found to have contracted a tropical or similar disease including malaria, cholera, typhoid fever, tetanus, yellow fever, hepatitis and poliomyelitis but only if
 - i the disease was contracted and diagnosed during the **period of insurance**
 - ii the **insured person** took all available precautions before, during and after the **trip**
 - iii there is no other insurance in force covering such costs

We will also pay

- 1 the additional travel and accommodation expenses necessarily incurred as a direct result of the accidental physical injury, death or illness of
 - i an **insured person** or any person with whom that **insured person** is travelling or had arranged to travel
 - ii the **relative** or **business colleague** of any person described in 1(i) above
 - iii any person with whom the **insured person** had arranged to stay temporarily during a **trip**
- 2 £50 for each completed 24 hours and up to a maximum of £1,500 for the time that an **insured person** spends in hospital as an in-patient.

but we will not pay any claim for

- 1 treatment or surgery
 - i which is cosmetic, elective or experimental
 - ii carried out in the **United Kingdom** or more than 12 months after the end of the **trip**
- 2 any further expenses incurred following an **insured person's** refusal to be repatriated
- 3 any exploratory tests which are not directly related to the injury or illness
- 4 the cost of any medication or treatment begun before and which has to be continued during the **trip**
- 5 the cost of replacing or repairing false teeth or of any dental work involving the use of precious metals
- 6 a resident of the Channel Islands taking a **trip** solely to another Channel Island.

ANNUAL TRAVEL INSURANCE COVER (continued)

Special Conditions

- 1 **SAL** must agree to and give authorisation in advance for
 - i an **insured person's** admission to hospital as an in-patient
 - ii repatriation or other journey requiring medical attendance
 - iii any travel arrangement alterations an **insured person** wishes to make except in an emergency in which case **SAL** must be notified at the earliest possible opportunity.
- 2 **SAL** reserve the right to repatriate an **insured person** who, in their opinion, is considered fit to travel.
- 3 Where out-patient medical treatment is received for injury or illness, a detailed medical certificate must be obtained and submitted to **us** (see Page 6 for details) together with the accounts, which should, wherever possible, have been settled.

SECTION 2 – UNITED KINGDOM EXPENSES

We will pay up to £2,000 per **insured person** per **trip** for the following expenses necessarily incurred as a direct result of accidental physical injury, death or illness sustained during any **trip** inside the **United Kingdom** and the Channel Islands

- 1 additional travel and hotel expenses including those of a **relative** or friend required, on medical advice, to remain with, travel to or escort the **insured person**
- 2 the cost of returning the body or ashes to the **insured person's** home in the **United Kingdom** or the Channel Islands

SECTION 3 – CANCELLATION AND CURTAILMENT

We will pay up to £7,500 per **insured person** per **trip** for the reimbursement of the actual cost of unused accommodation, travel, deposits and other charges including, in the case of curtailment, additional travelling expenses necessarily incurred as a direct result of a **trip** being cancelled or curtailed due to

- 1 the accidental physical injury, death or illness (including miscarriage or any other serious medical complication arising from pregnancy and requiring hospitalisation) of
 - i an **insured person** or any person with whom that person is travelling or had arranged to travel
 - ii the **relative, business colleague** or close friend of any person described in 1 (i) above
 - iii any person with whom the **insured person** had arranged to stay temporarily during the trip
- 2 compulsory jury service, witness call, redundancy (qualifying for payment under current **United Kingdom** and Channel Islands' legislation) or quarantine of an **insured person** or any person with whom that person is travelling or had arranged to travel
- 3 damage to the **insured person's** home or business premises in the **United Kingdom** or the Channel Islands necessitating the cancellation or curtailment of a **trip**
- 4 any police request for an **insured person's** presence following a burglary or attempted burglary at that person's home or place of business
- 5 any official requirement for an **insured person** to attend emergency military, medical or public service duty

Curtailment claims will be calculated from the day the **insured person** returns to the **United Kingdom** or the Channel Islands or is hospitalised as an in-patient and will be based solely on the number of complete nights' accommodation lost.

but **we** will not pay any claim unless the **trip** was pre-booked for a minimum of 2 nights and included either the travel arrangements or accommodation.

but **we** will not pay for

- 1 any costs, deposits or other charges which are recoverable from other sources
- 2 any cancellation charges greater than those levied at the time the **trip** was cancelled
- 3 any costs incurred in obtaining visas
- 4 any claims arising from a disinclination to travel or an **insured person** not enjoying a **trip**.

Special Conditions

- 1 The tour operator, travel agent or the providers of transport and/or accommodation must be advised in writing as soon as possible after an **insured person** becomes aware of any circumstances which make it necessary for the **trip** to be cancelled.
- 2 For curtailment claims, **SAL** must agree to and give authorisation in advance for any alterations to an **insured person's** travel arrangements.

SECTION 4 – DELAY AND DETOUR

We will, if the departure of the aircraft, sea vessel, coach or train in which an **insured person** is booked to travel is delayed or cancelled due to adverse weather conditions, industrial action, terrorism, hijack or mechanical breakdown, pay either

- 1 for the outward journey only, up to £7,500 per **insured person** per **trip** for irrecoverable charges paid or contracted to be paid if, after 12 hours of delay (or for travel from the Channel Islands or the Isle of Man, 24 hours) the **insured person** chooses to cancel the **trip** or
- 2 for any stage of travel, up to £500 per **insured person** per **trip** but not more than £50 for the first completed 8 hours and £50 for each further 12 hours until the actual time of departure

SECTION 5 – HIJACK, KIDNAP, INTERNMENT AND DETENTION

We will, after 24 hours has elapsed, pay £100 per **insured person** per day up to a maximum of £5,000 per **trip**, for every complete 24 hours lost if an **insured person** is hijacked, kidnapped, interned or detained; in addition and at no extra premium, **we** will

- 1 extend the period of the cover required for the **insured person** to complete the **trip** by up to 12 months
- 2 waive General Exclusion 5 – War risks.

SECTION 6 – MISSED DEPARTURE

We will pay up to £1,000 per **insured person** per **trip** for the actual and provable additional costs necessarily incurred of transport and accommodation if an **insured person** fails, at any stage of a **trip**, to reach a port, airport or station in time for a pre-booked departure as a direct result of the failure of public transport or of any taxi, mini-cab, hire car or privately owned vehicle due to adverse weather conditions, industrial action, terrorism, hijack, accident or mechanical breakdown including any resultant sudden and unexpected abnormal traffic congestion

SECTION 7 – DELAYED BAGGAGE

We will pay up to

- 1 £250 per **insured person** per **trip** for emergency purchases necessarily incurred and
- 2 £50 per day and £500 in all per **insured person** per **trip** for the temporary hire of sports equipment if an **insured person's** **baggage** is temporarily lost in transit for more than 12 hours

but **we** will not pay any claims

- 1 which are not supported by a signed statement or certificate from the carrier or tour operator confirming the reason for and the length of the delay or cancellation
- 2 where the **insured person** failed to notify the travel agent, tour operator or the providers of transport and/or accommodation immediately the **insured person** chose to cancel the **trip** completely.

but **we** will not pay claims

- 1 where an **insured person** has failed to allow sufficient time to arrive at the departure point at the time specified in the schedule or itinerary
- 2 resulting from industrial action which had commenced or had been scheduled before the **trip** was booked
- 3 resulting from the breakdown or failure of the privately owned vehicle in which the **insured person** is travelling unless supported by a mechanical report and/or a bill for repairs.

but **we** will not pay claims

- 1 where the **insured person** has failed to
 - i notify the carrier or handling agent within a reasonable time
 - ii obtain a Property Irregularity Report
- 2 for ski or snowboarding equipment unless Section 11 – Winter Sports is in force.

ANNUAL TRAVEL INSURANCE COVER (continued)

SECTION 8 – LOSS OF DOCUMENTS

We will, following accidental loss of or damage to travel tickets, passes, passports, visas, green cards, credit cards and driving licences, pay up to a maximum of £500 per **insured person** per **trip** for

- 1 the actual and provable cost of replacement and/or restoration
- 2 any travel and accommodation expenses necessarily incurred in obtaining replacements

but **we** will not pay claims

- 1 where an **insured person** has failed to report the loss or damage to the police as soon as possible and to obtain a report to support the claim
- 2 for ski-passes unless Section 11 – Winter Sports is in force
- 3 for loss or damage to any business credit cards
- 4 for losses insured elsewhere.

SECTION 9 – PERSONAL ACCIDENT

We will pay up to a maximum of £30,000 per person if, during a **trip**, an **insured person** suffers a sudden, unexpected and identifiable physical injury (including being exposed to severe weather) which results directly and within two years, in

- 1 death
- 2 loss of use or physical severance of a hand, arm, foot or leg
- 3 permanent and total loss of sight in one or both eyes
- 4 permanent total disablement which, for one year from the date of physical injury entirely prevents the **insured person**, if employed, from attending that **insured person's** usual occupation or, if not usually gainfully employed, from attending gainful employment of any and every kind and which, at the end of that time, is beyond reasonable hope of improvement.

but **we** will not pay claims

- 1 for physical injury arising during any **trip** within the **United Kingdom** unless accommodation of two or more consecutive nights has been arranged prior to leaving **your home** or place of business in the **United Kingdom**.

Where the **insured person** is under 16 years of age at the date of the accident, the amount payable for death will be £5,000.

In the event of an **insured person's** disappearance **we** will pay the relevant death benefit if it is reasonable to believe, after a suitable period of time has elapsed, that death has occurred. Any such payment will be subject to a signed undertaking that, if the **insured person** is subsequently found to be alive, **you** will return the amount paid to **us**.

SECTION 10 – CAR HIRE EXCESS WAIVER

We will pay up to £250 per **insured person** per **trip** for any excess or other monetary loss which an **insured person** is legally required to pay as a result of loss or damage to a car hired by an **insured person** during a **trip**.

SECTION 11 – WINTER SPORTS

This section is only operative if shown to be so in the **schedule**.

Winter sports cover applies to all sections and is operative for a total of 31 days in any one **period of insurance**

but **we** will not pay claims

- 1 arising directly or indirectly from
 - i skijoring
 - ii ski-jumping
 - iii ski-flying
 - iv ski-aerobatics, acrobatics or stunting
 - v ice hockey
 - vi freestyle skiing
 - vii training for or participating in ski racing (other than those races arranged by ski schools for their pupils)
 - viii the use of skeletons or bobsleighs
 - ix parapenting
 - x skiing or snowboarding on-piste or off-piste in areas designated as unsafe by resort management unless **we** have agreed specifically to extend the cover and the appropriate additional premium is paid

- 2 where an **insured person** has failed to
 - i take all reasonable precautions to safeguard any equipment left unattended
 - ii report any losses to the police as soon as possible and to obtain a report to support the claim.

In addition, **we** will pay

Ski pack

up to £500 per **insured person** per **trip** for the proportional return of irrecoverable ski pack costs including ski passes, hire and tuition as a direct result of an **insured person** being medically certified as being unable to ski or snowboard due to accidental physical injury or illness.

Hiring replacement ski and snowboard equipment

up to £100 per day per **insured person** per **trip** for the necessary hire of replacement equipment if owned, hired or borrowed ski and snowboarding equipment is accidentally lost or damaged.

Loss or damage of hired ski and snowboard equipment

up to £250 per **insured person** per **trip** for accidental loss of or damage to hired ski or snowboarding equipment for which the **insured person** is responsible under the terms of the hire agreement.

Piste closure

up to £50 per day and a maximum of £500 per **insured person** per **trip** if, during the official ski season at the resort where the **insured person** is staying, the **insured person** is unable to ski or snowboard for a period of more than 12 normal daylight skiing hours due to lack of snow or as a result of an avalanche or risk of an avalanche

but **we** will not pay claims

- 1 where the resort is less than a thousand metres above mean sea level
- 2 where **you** or the **insured person** arranged the **trip** within 14 days of departure and, at that time, conditions at the resort were such that there would be insufficient snow for skiing or snowboarding
- 3 which are not substantiated by a signed report from the resort management.

ANNUAL TRAVEL INSURANCE

GENERAL CONDITIONS

The following General Conditions apply to the whole of this policy:

1 Notifying us of a change

You must notify **us** as soon as is reasonably possible of any change in the information that **we** have asked **you** which may affect this insurance. Examples of changes that may occur and should be notified to **us** include, but are not limited to

- i any change to an existing medical condition, including a change to medication or other treatment
- ii a newly diagnosed medical condition
- iii being under medical investigation
- iv a change in sporting or leisure activities
- v additional persons to be insured under this policy
- vi any **insured person** being convicted of or charged with, but not yet tried for, any offence (other than motoring offences)
- vii any loss or damage not reported or claimed for under this policy.

If **you** do not do so, **you** may invalidate **your** insurance or cover may not operate fully.

We reserve the right to alter the terms, conditions and exclusions; to charge an additional premium or to cancel this policy should **we** become aware of any change which may affect this insurance.

2 Non-disclosure, misrepresentation, fraudulent claims or statements

If any claim, or part thereof, or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent or deliberately falsely overstated, or if **you** have not told **us** about or have misrepresented any facts or circumstances which might affect **our** decision to provide insurance or the terms of that insurance, this insurance is void and **we** will not pay **your** claim.

3 Your duty of care

You and any **insured persons** must take all reasonable steps to

- i prevent accidents, injury, illness, loss or damage
- ii safeguard **your** property, and that of others, ensuring that every item is afforded a level of care and protection commensurate with its value
- iii maintain **your** property in good condition and repair.

If **you** do not, **we** will not be liable to pay any related claim.

4 Travel to high-risk areas

You must tell **us** if your plans for **your trip**, or those of an **insured person**, includes travel to areas affected or threatened by war or similar risks as stated in General Exclusion 5 as **we** reserve the right not to provide cover for such **trips**. If **we** do agree to provide cover, **we** reserve the right to alter the terms, conditions and/or exclusions and to charge an additional premium. Cover will not be in place unless **you** accept and comply with any special terms, conditions and/or exclusions and pay any additional premium **we** charge before **you** travel.

5 Your duty when you have a claim

You must

- i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing, following the procedures stated in the Claims and Assistance section of this policy
- ii co-operate fully with **us** and/or **our** representatives at all times
- iii promptly provide any information and assistance **we** and/or **our** representatives may reasonably require
- iv if **your** property is lost, stolen, vandalised or maliciously damaged
 - a promptly tell the police and, if required, any other relevant authorities
 - b obtain an incident report number, a property irregularity or other appropriate report
- v for liability claims, **you** must immediately send **us** unanswered every statement of claim, legal process or other communication **you** receive about the claim
- vi not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

6 Our rights after a claim

We have the right to

- i take over and conduct in **your** name, the defence or settlement of any claim
- ii prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- iii inspect the damaged property should **we** wish to do so.

7 Reimbursement of expenses

You will reimburse, within one month of the end of a **trip**, any expenses incurred by **us** on an **insured person's** behalf that are not covered by this insurance.

8 Completion of trips

Cover only applies in the event that both the outward and inward journeys of a **trip** are completed within the **period of insurance** unless this insurance has been renewed. Where an **insured person** has started a **trip** and is, due to circumstances that cannot be controlled, unable to complete it before the expiry of the **period of insurance**, **we** will extend cover for up to 30 days at no extra cost provided **you** supply **us** with full details as soon as it is practicable to do so.

9 Other insurances

If, at the time of any loss, damage or liability covered by this insurance, there is any other insurance covering the same loss, damage or liability, **we** will only pay an amount in excess of that which would have been payable under such other insurance.

10 Monthly premium payments

If **you** fail to pay an instalment on its due date or fail to maintain the Direct Debit Mandate and such default is not corrected in the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid in 7 days, **you** will be given written notice that this insurance will be cancelled from the date the instalment was due.

If this insurance is cancelled **we** will stop collecting **your** monthly premiums and **you** must advise **your** bank accordingly.

11 Cancellation

We may cancel this insurance or any part of it by giving **you** 14 days notice by recorded delivery letter to the correspondence address shown in the **schedule**. A refund of premium will not be provided.

You may cancel this insurance by giving written notice to **your** insurance intermediary. A refund of premium will not be provided.

12 Disputes

Where **we** have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to a single arbitrator appointed by the president of the relevant national law society. The decision of the arbitrator will be final and binding.

We and **you** irrevocably and unconditionally agree to submit any other dispute relating to this insurance to the exclusive jurisdiction of the courts of England and Wales or the country within the **United Kingdom** or the Channel Islands in which **your** home is situated.

13 Acts of Parliament

All Acts of Parliament referred to in this insurance are understood to include reference to equivalent legislation in Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

14 Assignment

You cannot transfer **your** interest in this policy to anyone else without **our** prior written agreement.

15 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

16 Financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by recorded delivery letter to the correspondence address shown in the **schedule**. A refund of premium will not be provided.

ANNUAL TRAVEL INSURANCE

GENERAL EXCLUSIONS

The following General Exclusions apply to the whole of this policy:

This insurance does not cover

1 Trip duration

Any claim arising out of a **trip** that is intended, from the outset, to last more than 90 days or, in the case of winter sports, where the total number of days has exceeded 31 days in any one **period of insurance**.

2 Advice from the Foreign and Commonwealth Office

Travel undertaken by an **insured person** against the advice of the Foreign and Commonwealth Office or, if the **insured person** is already travelling outside the **United Kingdom** or the Channel Islands, any travel undertaken against the advice of any government or local authority in the country in which the **insured person** is already travelling or is intending to travel.

3 Costs and expenses

Any costs, expenses or compensation payable by or recoverable from a carrier, tour operator, airline, hotel or other service provider.

4 Compensation

Any claim where compensation would be provided or, but for the existence of this insurance, would have been provided under any other insurance, contract or guarantee other than Section 9 – Personal Accident.

5 War risks

Any direct or indirect consequence of war, terrorism, invasion, act of foreign enemy or enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or damage to property by or under the authority of any government, public and/or local authority. This exclusion does not apply to claims under Section 1 – Overseas Medical and Other Expenses or Section 3 – Cancellation and Curtailment unless the **trip**, from its outset, includes travel to areas publicly known to be affected or threatened by such conditions.

6 Confiscation

Any loss, damage or liability caused by or resulting from **your** property being confiscated, seized, damaged or destroyed by or under the order of any government, public and/or local authority.

7 Radioactive contamination

Any loss, damage, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the use of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

8 Pressure waves

Any loss, damage, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

9 Date change

Unless specifically amended elsewhere in this insurance, any

- a computer or computer-related equipment, system or software
- b equipment, machinery or product containing, connected to or operated by means of a data processor chip that fails to correctly recognise, interpret, respond or process any data, instruction or any date or part of a date as its true calendar date.

10 Other exclusions

- a Loss, damage or legal liability arising from
 - i **your** failure to use all reasonable means to safeguard **your** property at all times
 - ii deception, dishonesty and/or fraud
 - iii normal deterioration
 - iv mechanical or electrical breakdown, fault or failure, including loss of electronic data, unless specifically amended elsewhere in this insurance
 - v deliberate acts or misuse by **you** or any of **your** domestic employees.
- b Loss in value following repair, replacement or reinstatement.
- c Loss of profit, business interruption and any similar economic loss of any kind.

ANNUAL TRAVEL INSURANCE

CLAIMS STANDARDS

At Oak, we are proud of our commitment to a first class claims service and will provide assistance to ensure that your claims are handled as smoothly and efficiently as possible and that you are kept fully informed at every stage of the process.

When you need to make a claim under your policy we will need you to provide:

- your name, address and contact telephone numbers
- personal details necessary to confirm your identity
- policy number (or information to enable us to identify this if not immediately to hand)
- the date of the incident you are reporting
- details of the incident including the names of the insured persons involved.

We will (or on our behalf, Specialty Assist)

- when you first make a non-emergency claim, respond to you within 2 working days
- explain what should happen and when, including how your policy will operate and any action you may have to take
- explain why others such as doctors, consultants or specialist repatriation services will be involved in your claim and what their role will be
- tell you how your claim is progressing
- where possible correspond with you by a medium of your choice (telephone, email or letter post)
- reply to your letters, faxes and emails by close of business on the working day following receipt
- explain how your claim will be settled, for example if payment will be made direct to a hospital or doctor
- in the event that we refuse all or part of your claim or offer you less than you have claimed, explain why
- once your claim is agreed, make payment within 2 working days.

ANNUAL TRAVEL INSURANCE COMPLAINTS

We, at Oak Underwriting, are proud of our commitment to a first class service and will provide assistance to ensure your needs are handled as smoothly as possible. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

If your complaint relates to your policy or a claim being made under the policy, which your insurance intermediary has not been able to resolve for you, please contact us as shown in your policy booklet. We aim to resolve your concerns by the close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

In the event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Manager who will arrange for an investigation on behalf of our Managing Director. The contact details are as follows:

Post:

Customer Relations Manager

Oak Underwriting Plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

E: customerservices@oak-underwriting.com

Our promise to you:

We will:

- acknowledge all complaints promptly
- investigate quickly and thoroughly
- keep you informed of progress
- do everything possible to resolve your complaint
- use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will aim to issue our final decision, in writing, within 10 working days of the date we received your complaint. If we are unable to fully respond within this time we will update you, in writing, within 8 weeks of the date we received your complaint.

If you are still unhappy after our review, or you have not received our offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints.

They can be contacted at:

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square
London
E14 9SR

T: **0800 023 4567** – free for people phoning from a 'fixed line' (for example, a landline at home)

0300 123 9123 – free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

E: Complaint.info@financial-ombudsman.org.uk

W: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

ANNUAL TRAVEL INSURANCE

HOW WE WILL USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance. You are giving your information to Oak Underwriting Plc, which is a member of the RSA Group of companies (the Group).

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. We may use and share your information with other members of the Group to help us and them

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop our services, systems and relationships with you
- understand our customers' requirements
- develop and test products and services.

Calls to Oak Underwriting may be recorded and monitored.

We do not disclose your information to anyone outside the Group except

- where we have your permission
- where we are required
- permitted to do so by law
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change. We will not keep your information for longer than is necessary.

SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when

- checking details on applications for credit and credit related or other facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees.

Please contact the Compliance Officer at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

HOW TO CONTACT US

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Compliance Officer

Oak Underwriting Plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

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ANNUAL TRAVEL INSURANCE

NOTES



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