

**M&S PREMIUM CLUB
TRAVEL INSURANCE**

Policy Booklet

Effective from 11 May 2021

**M&S
BANK**

ABOUT M&S BANK

This product is appropriate for the needs of those who wish to ensure they are covered against specific events whilst travelling away from home throughout the duration of the policy. Please refer to the Policy Schedule, Insurance Product Information Document and this Policy Booklet for full cover details.

Explaining M&S Bank's Service

Your travel insurance policy is provided and underwritten by Aviva Insurance Limited. As an insurance intermediary M&S Bank deals exclusively with Aviva for the purposes of your policy. M&S Bank is an insurance intermediary and has been appointed by the insurer Aviva to provide insurance products, sell these to you and service your insurance needs. You will not receive advice or recommendation from M&S Bank on this arrangement and no fee has been charged by M&S Bank for arranging this contract. M&S Bank may receive commission dependent on the performance of our insurance business with Aviva.

Who is the regulator?

M&S Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. M&S Bank is a trading name of Marks & Spencer Financial Services plc, registered office: Kings Meadow, Chester CH99 9FB, registered in England No. 1772585. Our Financial Services Registration number is 151427. Our permitted business includes arranging general insurance products. You can check this on the Financial Services Register by visiting the FCA's website at fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What to do if you have a complaint

If you have a complaint about M&S Bank, please contact our Customer Services team on **0345 900 0900**, alternatively you may write to Customer Services team, M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT.

If your complaint relates to a claim under your M&S Premium Club travel insurance policy, you need to contact:

M&S Premium Club Travel Insurance Claims,
PO Box 432, Chichester, West Sussex, PO18 8WP.

Telephone number: **0800 056 5913**.

Please provide your claim number in any correspondence.

If you have a complaint about the cover under this policy, please contact the Customer Care department of Aviva Insurance on **0800 051 2616**. Alternatively you may write to:

Customer Care team, M&S Premium Club travel insurance, PO Box 7463, Perth, PH2 0YX.

Please provide your policy number in any correspondence.

If you are not satisfied you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of the complaints process is available on page 29 of this booklet.

Is M&S Bank covered by the Financial Services Compensation Scheme (FSCS)?

M&S Bank is covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of business and circumstances of any claim. Further information about compensation scheme arrangements is available on their website: fscs.org.uk or by calling them on 020 7741 4100 or 0800 678 1100.

YOUR TRAVEL INSURANCE POLICY

Please take the time to read this Policy Booklet as it contains important information.

To help you understand what you're covered for at a glance, we've highlighted some common questions such as:

- Who is covered by this policy?
- Do I need to tell you that I'm travelling?
- Do I need to tell you about any medical conditions?
- What is the maximum trip length?
- Are trips in the UK covered?
- Are business trips and winter sports covered?
- How do I make a claim?
- Can I claim for cancellation of my trip if I have a problem with my travel documents, e.g. my passport is out of date or my visa is not valid?

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Welcome to your M&S Premium Club travel insurance

Please take time to read this Policy Booklet as it contains important information. If you have a question and cannot find the answer in this booklet, please contact us on 0345 900 0900.

ABOUT M&S PREMIUM CLUB TRAVEL INSURANCE

Known event

Your M&S Premium Club 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 M&S Premium Club or M&S Club Rewards with insurance membership or booked your trip (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 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 booked your trip or opened your M&S Premium Club or M&S Club Rewards with insurance membership (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 booked your trip or opened your M&S Premium Club or M&S Club Rewards with insurance membership (whichever is later).

Please refer to general exclusion 11 on page 15.

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 of 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.

Who is covered by this policy?

This policy covers the main M&S Credit Cardholder with their spouse/partner and their children, step children, foster children, grandchildren and great grandchildren aged under 18 accompanying either adult on the same trip.

All insured persons must be residents of the UK, the Channel Islands or the Isle of Man.

Do I need to tell you that I am travelling?

No, you don't need to tell us that you are travelling, unless you or any other insured person want to purchase cover for a medical condition not listed on pages 17 and 18.

Do I need to tell you about any medical conditions?

If you, or any other insured person, have any medical conditions which are not shown on the 'Accepted conditions' list and you wish us to consider covering these, you need to contact us before booking any trip(s). You may need to purchase a medical upgrade. Please refer to the 'Your health' section on pages 17-19 for full details.

What is the maximum trip length?

Trips should be no longer than 45 days and must start and end in the UK, the Channel Islands or Isle of Man.

Covid-19: What am I covered for?

Your M&S Premium Club or M&S Club Rewards with insurance membership 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 'Your health' section on pages 17-19.

Your M&S Premium Club travel insurance will only cover you for unexpected and unforeseen events – please refer to the 'known event' section on page 4.

We recommend you read your policy terms and conditions for full details on what is and isn't covered, in particular general exclusions 9b, 11 and 12 on page 15.

Are trips in the UK covered?

Yes, holidays in the UK, the Channel Islands and the Isle of Man are covered when they include at least 2 consecutive nights in pre-booked accommodation or have prepaid flights or ferry crossings. There is no cover for trips taken in the UK where you are staying with friends or family in their home.

Are business trips covered?

Yes, we will provide cover for your trip taken wholly or in part for business purposes, but excluding manual work. Business trips within the UK must include at least 2 consecutive nights in pre-booked accommodation.

Are winter sports trips covered?

Yes, winter sports holidays are covered for up to a maximum of 31 days in any calendar year. Please see the 'Winter sports' section on pages 27 and 28 for further details.

Can I claim for cancellation of my trip if I have a problem with my travel documents, e.g. my passport is out of date or my visa is not valid?

No. There is no cover under this insurance for problems with your travel documents before you leave. If your passport or visa is lost, stolen or damaged while abroad there is cover in this situation. Please see the 'Emergency travel documents' section on page 26 for further details.

Before you book a trip you should check the entry requirements of the country you intend to visit with the local government embassy and/or the Foreign, Commonwealth and Development Office website www.gov.uk/travelaware

How do I make a claim?

To make a claim, please call the relevant helpline shown on page 6. We have included a table showing what information you need to provide us with for the most common claims, this is shown on page 8. You should also refer to the relevant section of this Policy Booklet for full details of what you need to do.

Travel insurance helplines

M&S Bank Customer Services

Within the UK **0345 900 0900**

Outside the UK **+44 (0) 1244 879080**

365 days a year, 8am-8pm, but these times may change. Check marksandspencer.com/bank for the latest opening hours

Calls handled by Aviva Insurance Ltd

M&S Premium Club Travel Insurance Services

Use this helpline if you want to purchase a medical upgrade and for general policy enquiries.

0800 051 2616

Lines open: 8am-9pm Monday to Friday, 9am-6pm Saturday and 10am-2pm Sunday and bank holidays (excluding Christmas Day and New Year's Day).

24-hour Emergency Medical Assistance

If you are injured or fall ill while you are away, please contact this helpline.

Within the UK **0800 051 3483**

Outside the UK **+44 (0) 1603 603371**

Lines open: 24 hours a day, 365 days a year.

Travel Claims

Use this helpline to report any travel claims which are not as a result of a medical emergency.

Within the UK **0800 051 2619**

Outside the UK **+44 (0) 1603 603042**

Lines open: 24 hours a day, 365 days a year.

Legal Expenses Claims and Advice

Use this helpline to report any legal expenses claims or if you require advice for any personal legal problem that may lead to a claim under this policy.

Within the UK **0800 051 2675**

Outside the UK **+44 (0) 1603 605633**

Lines open: 24 hours a day, 365 days a year.

Travel Assistance

This helpline can assist you with a wide range of travel advice before and while you are away. Please don't use the Travel Assistance helpline for policy queries or claims.

Within the UK **0800 051 2627**

Outside the UK **+44 (0) 1603 603724**

Lines open: 24 hours a day, 365 days a year.

Telephone call recording

For our joint protection telephone calls may be recorded and/or monitored.

Travel Assistance helpline

This service can help you sort out all kinds of travel problems before you go and while you are away, from providing information on the countries you are visiting to sorting out non-medical emergencies.

Advice before you travel:

- any visa and entry permits you might need;
- any vaccination and inoculation requirements;
- what you should take with you regarding first aid and health;
- what currencies and travellers' cheques to take with you, and what the current exchange rates are;
- the languages spoken, time zones, bank holidays and climate of countries you plan to visit;
- import and export allowances for tourists.

While travelling:

- how to replace lost or stolen passports, driving licences, air tickets or other travel documents;
- how to trace your baggage with the airline operator if it is delayed or lost;
- why, how, where and when you should contact local embassies or consulates;
- transfer money out to you if you need it;
- cancellation of credit cards/debit cards, if lost or stolen, and helping you to report the loss to your card provider;
- provide information to close relatives, friends or employers if you have to go into hospital.

Other emergency services while travelling:

- a 'phone home' translation and interpretation service if you need it in an emergency.

Please note: There is no charge for the provision of the advice, guidance or other emergency services shown above. However, if you wish us to obtain goods or services on your behalf that are not covered by a claim under this policy, you will need to pay any fees that the provider charges and you will need to adhere to the provider's terms and conditions.

Air and maritime passenger rights

For the latest advice and further details on your rights please visit:

www.caa.co.uk and search for travel problems

www.dft.gov.uk and search for maritime passenger rights.

You should also refer to the terms and conditions of the carrier you are travelling with. Please note – we are not responsible for the content of other websites.

YOUR CLAIM

If you need to make a claim, please telephone the relevant helpline shown on page 6 as soon as possible. For your convenience, some of the most common claims scenarios are shown below.

Please refer to the relevant section within this Policy Booklet for full details of cover and any evidence we may require.

Type of claim	What must I do?	What will I need?
Cancelling your trip or coming home early See page 19.	<ul style="list-style-type: none"> • Check that the reason you need to cancel or come home early is covered. • Contact the Emergency Medical Assistance helpline before returning home. 	<ul style="list-style-type: none"> • For medical cancellation claims, we will send a medical certificate for completion by your doctor to confirm the reason for your claim. • If you have to return home early for medical reasons, you must provide us with any medical reports given to you by the treating doctor/medical facility. • Evidence of your booking and the cancellation.
Missed departure for trips outside the UK See page 21.	<ul style="list-style-type: none"> • Contact the carrier or their handling agent to see if a late arrival is possible or if alternative travel arrangements can be made. 	<ul style="list-style-type: none"> • A report from the repairer or breakdown assistance provider if the vehicle you were travelling in broke down or was involved in an accident.
Travel delay See page 21.	<ul style="list-style-type: none"> • Check that your delay was for 12 hours or more before submitting a claim. 	<ul style="list-style-type: none"> • Written confirmation of the number of hours and reason for the delay from your carrier or their handling agents.
Medical emergency See pages 22 and 23.	<ul style="list-style-type: none"> • Contact the Emergency Medical Assistance helpline before any hospital admission or as soon as possible thereafter. 	<ul style="list-style-type: none"> • All medical reports given to you by the treating facility.
Legal expenses See pages 24 and 25.	<ul style="list-style-type: none"> • Contact the Legal Expenses Claims and Advice helpline as soon as you become aware of the incident. 	<ul style="list-style-type: none"> • We will tell you when you call if we need anything else to deal with your claim.
Your possessions See pages 25 and 26.	<ul style="list-style-type: none"> • Take all reasonable steps to recover lost/stolen property. • Report incident details to the police as soon as reasonably possible. • Report the loss/damage to the airline/carrier within the timescales stated within their terms and conditions. • Do not dispose of damaged items. 	<ul style="list-style-type: none"> • A 'Property Irregularity Report' from the airline/carrier and your baggage tag receipts. • Proof of purchase of the lost, stolen or damaged item(s). • Proof that you owned the money and its value. • A written report from the police or any other relevant authority.
Delayed baggage on the outward journey See page 25.	<ul style="list-style-type: none"> • Check that you have been without your baggage for more than 12 hours. • Report the loss to the airline/carrier within the timescales stated within their terms and conditions. 	<ul style="list-style-type: none"> • Written confirmation from the airline/carrier of the number of hours' delay.

OTHER IMPORTANT INFORMATION ABOUT YOUR POLICY

Can I cancel this policy?

You are free to cancel this policy by calling us on 0345 900 0900 during the cancellation period. Any refund will be dealt with under the terms and conditions of your M&S Premium Club or M&S Club Rewards with insurance benefits package. If you cancel after the first 14 days of receipt of the welcome pack, no refund will be made. See Your cancellation rights on page 13 for full details.

Your health – what do you need to tell us?

If you, or any other insured person have any medical conditions which are not shown as 'Accepted conditions' in the 'Your health' section on pages 17-19, and you wish us to consider covering these medical conditions, you need to call us on 0800 051 2616 before booking any trips. You will have to tell us about all of your medical conditions including any 'Accepted conditions'.

Please note – medical conditions are not covered by this policy unless:

- they are 'Accepted conditions' which are shown on pages 17 and 18; or
- we have been told about the condition(s) and have confirmed in writing that they have been accepted. If we can accept the condition(s), you may need to pay a premium.

Health exclusions

1. There is no cover for any claim arising directly or indirectly from the following:
 - a) Any medical condition unless it is shown as an 'Accepted condition' or we have been told about it and we have accepted it.
 - b) Any symptoms that you were aware of prior to booking a trip for which you have sought, but not yet received a diagnosis.
 - c) Where you have not taken medication that has been prescribed to you.
 - d) You travelling against the advice of a doctor or purposely travelling without medical advice when it was reasonable for you to have consulted a doctor.
 - e) Where you are travelling with the intention of seeking medical treatment.

How long does your M&S Premium Club travel insurance run for?

All cover under this policy will cease automatically if:

1. the cardholder:
 - cancels the card account;
 - reaches 80 years of age;
 - is no longer a UK resident;
 - is believed to be or reasonably suspected by us to be acting fraudulently.
2. M&S Bank cancels the card account under one of the reasons set out in the card account terms and conditions.

If an insured person is on a trip at the time an automatic termination event occurs, all cover will cease when the trip ends.

Eligibility

As your circumstances may change over time, it is important that you review the terms and conditions of this policy regularly to check that you remain eligible and that the cover remains adequate for your needs.

How do I make a claim?

Should you need to make a claim under this policy, please contact the appropriate helpline shown on page 6.

How do I make a complaint?

We hope you will be happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance please contact the Travel Claims or M&S Premium Club Travel Insurance Services telephone numbers shown on page 6.

If your complaint relates to a claim under your M&S Premium Club travel insurance policy, you need to contact:

M&S Premium Club Travel Insurance Claims,
PO Box 432, Chichester, West Sussex,
PO18 8WP

Telephone number: **0800 056 5913**

If your complaint relates to the sale of M&S Premium Club or M&S Club Rewards with insurance, you need to contact:

Customer Services team, M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT

Telephone number: **0345 900 0900**

If your complaint relates to your M&S Premium Club travel insurance policy or medical screening, you need to contact:

Customer Care team,
M&S Premium Club travel insurance,
PO Box 7463, Perth, PH2 0YX

Telephone number: **0800 051 2616**

Aviva is covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

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

Aviva 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 is available from them on 0800 678 1100, or by visiting their website www.fscs.org.uk

M&S Premium Club travel insurance terms and conditions

DEFINITIONS

Wherever the following words or phrases appear in bold, they will have the following meanings:

Business trip

Means a **trip** taken wholly or in part for business purposes, but excluding manual work. **Business trips** also have to have at least two nights' **pre-booked accommodation** if within the **UK**.

Close business colleague

Someone **you** work with in the **UK** who has to be in work in order for **you** to be able to go on or continue a **trip**. A senior manager or director of the business must confirm this in the event of a claim.

Close relative

Your mother, father, sister, brother, **partner**, fiancé(e), daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, cousin, nephew, niece, legal guardian or foster child.

Doctor

A registered member of the medical profession who is not related to **you** or anyone **you** are travelling with.

Excess

The amount that **you** will have to pay towards each claim per **trip**.

Home

Your home address in the **UK**.

Home territory

For residents of the **UK** excluding the Channel Islands and the Isle of Man, **your home territory** means the **UK**, excluding the Channel Islands and the Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home territory** means either the particular Channel Island on which **you** live or the Isle of Man depending on where **your home** is.

Partner

The person the M&S Premium Club or M&S Club Rewards with insurance member is in a relationship with, regardless of gender, and who is under 80 years of age at the start of the **trip**.

Period of insurance

Each **trip you** make, whilst the M&S Premium Club or M&S Club Rewards with insurance membership is in force, will be treated as a separate **period of insurance**; individually

subject to all **policy** terms, conditions, declarations and exclusions.

Cover for each individual **trip** applies as follows:

1. Cover for cancelling **your trip** begins from the date of taking out the M&S Premium Club or M&S Club Rewards with insurance membership, or the date of booking the **trip** (whichever is later), and ends when **you** leave **your home** to start **your trip**;
2. Cover under all other sections starts when **you** leave **your home** and ends when **you** return **home** (or are repatriated to a hospital in the **UK**), providing **you** do not exceed the **trip** limit.

Personal money

Cash (including foreign currency), travellers' cheques, postal or money orders, prepaid coupons or vouchers, non-refundable prepaid event and entertainment tickets, travel tickets, phonecards, passports, visas and driving licences.

Point of international departure

The airport, port or station from which **you** will undertake international travel from or to the **UK**. If **your home** is in Northern Ireland, **you** are also covered for international travel from or to the Republic of Ireland.

Policy

The M&S Premium Club membership worldwide travel insurance.

Pre-booked accommodation

A commercially run premises where a fee is charged which has been booked prior to the start of **your trip**, including a pre-booked tent or caravan pitch, but not including properties run by friends or family.

Travelling companion

A person **you** travel with, without whom **you** cannot make or continue **your trip**.

Trip(s)

Journeys beginning and ending in the **UK** that last no more than 45 days (or 31 days in total in any calendar year for winter sports) that are either:

1. holidays outside the **UK**; or
2. a **business trip**; or
3. holidays within the **UK**, that include two or more consecutive nights' stay in **pre-booked accommodation** or have prepaid flights or ferry crossings.

UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and Isle of Man.

UK resident

An **insured person** whose main **home** is in the **UK**, who is registered with a **UK doctor** and who is liable to pay taxes in the **UK**.

Valuables

Jewellery, costume jewellery, watches, items made of or containing gold, silver, precious metals or precious stones, binoculars, handheld game consoles and equipment, mobile phones, photographic equipment, video cameras, e-readers, laptops and tablets, or any accessories which are designed to be used with these items.

We, us, our, insurer

Aviva Insurance Limited. Registered in Scotland, no. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Winter sports equipment

Skis, snowboards, boots, helmets, bindings or poles.

You, your(s), yourself, insured person

The main M&S Credit Cardholder, their spouse/**partner** and their children, step children, foster children, grandchildren and great grandchildren aged under 18 accompanying either adult on the same **trip**.

HELPFUL AND IMPORTANT INFORMATION ABOUT YOUR INSURANCE

This **policy** is included with **your** M&S Premium Club or M&S Club Rewards with insurance membership. Please read this **Policy** Booklet carefully, keep it in a safe place and take it with **you** when **you** travel. It gives **you** full details of what is covered, what is not covered and the limits, **excesses** and conditions of cover. It is the main M&S Credit Cardholder's responsibility to ensure that all **insured persons** are aware of their responsibilities and comply with all of the **policy** conditions. If **you** do not comply, **we** may refuse **your** claim or reduce **your** cover in the event of a claim.

In respect of each **trip** taken during the **period of insurance**, **we** will provide the cover set out in this **Policy** Booklet provided:

1. **you** are a cardholder;
2. **you** are a **UK resident**;
3. the **trip** begins after the date the credit card was taken out;
4. **you** have booked **your** return journey before leaving the **UK**, or if **you** have an open ticket, **you** have confirmed **your** return date with the airline.

Automatic cover

The insurance cover automatically applies for each **trip**. This means **you** do not have to contact **us** every time **you** book a **trip**, unless **you** need to tell **us** about any change in **your** health. Please see 'Your health – cover and exclusions for existing medical conditions' on pages 17-19.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask **you**. For example, when **you** take out **your** Premium Club or M&S Club Rewards with insurance **you** may need to tell **us** about medical conditions not shown on the 'Accepted conditions' list.

You also need to tell M&S Bank if **you** move address – if this means that **you** are no longer a **UK resident** then all the cover under this **policy** will end.

When **we** are notified of a change, **we** will tell **you** if this affects **your policy**, for example whether **we** are able to accept the change and, if so, whether the change will result in revised terms.

If the information provided by **you** is not complete and accurate **we** may:

1. refuse to pay any claim; or
2. not pay any claim in full.

If **you** are in any doubt about information or changes **we** need to know about, please contact **us** on 0345 900 0900.

Automatic extension of cover

If **you** cannot get back **home** before **your** cover ends, **your policy** will remain in force as follows:

1. up to 14 days if any vehicle **you** are travelling in breaks down, or any vehicle, vessel, train or aircraft in which **you** are booked to travel as a ticket holding passenger is delayed or cancelled; or
2. for as long as the treating **doctor** believes is medically necessary where **you** are claiming for emergency medical treatment under this **policy**.

Automatic termination of cover

All cover under this **policy** will cease automatically if:

1. the main cardholder:
 - cancels the M&S Credit Card;
 - reaches 80 years of age;
 - is no longer a **UK resident**;
 - is believed to be or reasonably suspected by **us** to be acting fraudulently.
2. M&S Bank cancels the credit card account under one of the reasons set out in the credit card account terms and conditions.

If an **insured person** is on a **trip** at the time an automatic termination occurs, all cover will cease when the **trip** ends.

Your cancellation rights

You may cancel **your** M&S Premium Club travel insurance **policy** within 14 days of receipt of **your** M&S Premium Club or M&S Club Rewards welcome pack by calling **us** on 0345 900 0900 during the cancellation period. Any refund will be dealt with under the terms and conditions of **your** M&S Premium Club or M&S Club Rewards with insurance benefit package.

If **you** have purchased cover in respect of an existing medical condition and within 14 days of receipt of the upgrade schedule **you** find it does not meet **your** requirements **you** may cancel **your** upgrade. **We** will refund any premium **you** have paid to obtain cover for medical conditions in full provided **you** have not travelled and no claim has been made or is intended to be made.

You may also cancel **your** M&S Premium Club travel insurance **policy** at any time after the statutory cancellation period by calling **us** on 0345 900 0900.

If **you** have purchased cover in respect of an existing medical condition, **you** may cancel cover for medical conditions at any time after the statutory period by calling **us** on 0800 051 2616 providing **you** have not travelled or made a claim.

If **you** cancel after the statutory cancellation period, no refund will be made for either M&S Premium Club travel insurance or for medical conditions cover.

Travel advice of the Foreign, Commonwealth and Development Office (FCDO) 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 of opening **your** M&S Premium Club or M&S Club Rewards with insurance membership or booking **your trip** (whichever is later).

Use of language

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

Choice of law

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

1. **you** and the **insurer** agree otherwise; or
2. at the date of the account opening the main cardholder is a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man in which case (in the absence of agreement to the contrary) the law of that country will apply.

GENERAL EXCLUSIONS AND CONDITIONS

(These apply to the whole of **your policy**)

GENERAL EXCLUSIONS

This **policy** does not cover the following:

1. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
2. Claims directly or indirectly caused by:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or part of an assembly; or
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any claim for **your** death, injury, illness or disability resulting from:
 - a) **your** suicide or attempted suicide; or
 - b) **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 action **you** would not normally have taken; or
 - c) any exacerbation of an accepted medical condition caused by **your** misuse of alcohol or drugs.
4. Any claim where during the **trip**, **you** deliberately put **yourself** at risk of death, injury, illness or disability (unless **your** life is in danger or **you** were trying to save human life).
5. Any loss that is not specifically described in this **Policy** Booklet, e.g. **we** will not pay for loss of earnings if **you** are unable to return to work due to illness or injury during **your trip**, or any payment which **you** would normally have made during **your trip**.
6. Any incident which happens after the **trip** duration limit has been reached.
7. Any claim for an incident which happens during the **trip** that results from:
 - a) **you** riding or being a passenger on a scooter, moped or motorcycle:
 - i) 125cc or under, unless **you** wear a crash helmet and, as a rider, **you** are fully licensed to use such a vehicle in the **UK**;
 - ii) Over 125cc, unless the vehicle is owned by **you** and **you** are using it as **your** mode of transport in the **UK** or Europe. **You** must wear a crash helmet and appropriate protective clothing and, as a rider, **you** must be fully licensed and insured to use this vehicle in the **UK**.
 - b) **you** driving any motorised vehicle, unless **you** are fully licensed to drive such a vehicle in the **UK**;
 - c) **you** driving or being a passenger in any motorised vehicle unless **you** have complied with all laws applying to use of that vehicle in the country **you** are visiting, for example **you** must wear a seatbelt where this is required by law;
 - d) **your** involvement in paid or unpaid manual work or physical labour of any kind, other than charity or conservation work (see further limitations in the 'Sports and activities' section);
 - e) **you** taking part in an excluded activity which is listed in the 'Sports and activities' section;
 - f) **you** taking part in exploration or scientific expeditions or being a crew member on a vessel travelling from one country to another;
 - g) **you** climbing on to, on top of, or jumping from any balcony railing, ledge or wall, or climbing or moving across any external part of a building or vehicle not specifically designed for that purpose.
8. Any claim resulting from a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.

9. Any claim for:
- management fees, maintenance costs or exchange fees, any travel or accommodation arranged by using air miles, loyalty or points based schemes, timeshares or similar promotions;
 - costs which are recoverable from **your** travel and/or accommodation provider or agent, **your** debit/credit card company, PayPal, ABTA, ATOL (or similar organisation);
 - costs **you** have paid on behalf of persons not insured under this **policy**;
 - administration costs charged by **your** travel and/or accommodation provider in respect of obtaining a refund for unused travel and accommodation.
10. Any claim because **you** do not wish to travel, or **you** are not enjoying **your trip**.
11. Any claim in relation to any event, incident or circumstances if, at the time **you** opened **your** M&S Premium Club or M&S Club Rewards with insurance membership or booked **your trip** (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.
12. 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.

GENERAL CONDITIONS

1. **You** must have taken reasonable care to provide complete and accurate answers to the questions asked when taking out M&S Premium Club or M&S Club Rewards with insurance membership.
- Please note medical conditions are not covered by this **policy** unless they are 'Accepted conditions' shown in the 'Your health' section, or **we** have been told about them and have confirmed in writing that they have been accepted.
- It is therefore very important that **you** read the 'Your health' section on pages 17-19 in this **Policy** Booklet.

If the information provided by **you** is not complete and accurate, **we** may refuse to pay a claim, or not pay a claim in full.

2. **Our right to cancel:**

M&S Bank may cancel this **policy** on **our** behalf by sending at least 60 days' written notice to **your** last known postal address setting out the reason for cancellation.

Valid reasons include, but are not limited to, the following:

- Where **we** reasonably suspect fraud;
- Where **you** fail to cooperate with **us** or provide **us** with information or documentation **we** reasonably require and this affects **our** ability to assess a claim or defend **our** interests. See general conditions 6, 7, 8 and 9 below;
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask as required in the 'Information and changes **we** need to know about' section in this **Policy** Booklet and general condition 1;

M&S Bank may also cancel this insurance **policy** in accordance with:

- the terms and conditions of **your** M&S Premium Club or M&S Club Rewards with insurance benefits package.

If **your policy** is cancelled by M&S Bank on **our** behalf and **you** have purchased an upgrade, **we** will provide a pro-rata refund of the premium paid for this upgrade. **We** will settle any valid claim, provided the incident occurred before the date that the cancellation became effective.

3. **Claims fraud:**

In order to prevent and detect fraud, M&S Bank and the **insurer** may at any time share information about **you** with other organisations and public bodies including the police. It is **your** responsibility to ensure that all **insured persons** are aware of this condition. If **your** claim is in any way dishonest or exaggerated **we** will not pay any costs or benefits under this **policy** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also report **you** to the police and/or take legal action against **you**.

4. **You** must take all reasonable precautions to protect **yourself** and **your** property against any accident, injury, theft, loss or damage. **You** must take the same level of care as **you** would if **you** did not have this **policy**.

5. If **we** make a payment before cover is confirmed and **our** claims investigation reveals that no cover exists under the terms of the **policy**, **you** must pay **us** back any amount **we** have paid, which **you** are not covered for.
 6. **You** must tell **us** as soon as reasonably possible after becoming aware of any legal proceedings, summons, prosecutions or any other circumstances which may lead to a claim under this **policy**. **You** must send **us** every communication relating to a claim as soon as reasonably possible.
 7. **You**, or any person acting for **you**, must not negotiate, admit or reject any claim without **our** permission in writing.
 8. It may affect **your** claim if **you** cannot provide evidence of any costs or expenses which **you** are claiming, for example bills, receipts or a credit/debit card statement.
 9. **You** or **your** legal representative must pay for any certificates, information and evidence, which **we** may need. When there is a claim for injury or illness, **we** may ask for, and will pay for, any **insured person** to be medically examined on **our** behalf.
 10. If, at the time of an incident which results in a claim under this **policy**, there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim, and will only pay **our** share. This condition does not apply to the 'Accidental death or permanent disability' section or 'Medical inconvenience' benefit under the 'Emergency medical and associated expenses' section.
 11. **We** are entitled to take over and carry out in **your** name the defence or settlement of any legal action. **We** may also take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover any payments **we** have made under this **policy** to anyone else.
 12. If **you** make a medical claim, **you** may be asked to provide consent to enable **us** to access **your** medical records. This will help the treating **doctors**, and **us**, to provide **you** with the most appropriate treatment and assess whether cover applies. If **you** do not agree to provide this **we** will not deal with **your** claim.
 13. This clause explains how **we** may make changes to **your** insurance **policy**. This clause does not allow **us** to amend the terms of **your** membership of the M&S Premium Club or M&S Club Rewards (which is governed by separate terms and conditions).
- We** may change the price, benefits, terms, cover and/or exclusions of **your** insurance **policy** by giving **you** at least 60 days' notice in writing. Any such written notice will explain **our** reasons for making the changes. **We** will only exercise **our** ability to make changes to **your** insurance **policy** in order to make reasonable and proportionate changes to reflect:
- a) any changes in the law, regulation and/or taxation of travel insurance business within the **UK**;
 - b) any changes that are required to give effect to decisions and/or guidance of a regulator or an Ombudsman;
 - c) any changes that are required to give effect to new or revised insurance industry codes of practice that **we** intend to comply with;
 - d) inflationary increases in general claims costs, medical claims costs and/or administrative costs which affect the cost to **us** of providing cover under and administering **your** insurance **policy**;
 - e) changes in foreign currency exchange rates which affect the cost to **us** of providing cover under and administering **your** insurance **policy**;
 - f) the correction of any typographical or formatting errors that may occur;
 - g) other increases in the cost and/or relative number of travel insurance claims which affect the cost to **us** of providing cover under and administering **your** insurance **policy**; and
 - h) increases in the relative cost of purchasing reinsurance which affects the cost to **us** of providing cover under **your** insurance **policy**.
- We** will not make any change to **your** insurance **policy** during the first 6 months of **your** insurance **policy**, unless such changes are required by law or regulation (in which case **we** will give **you** a reasonable and proportionate amount of notice). Where **we** do make a change to **your** insurance **policy**, **we** will not make any further changes to **your** insurance **policy** for at least 6 months, unless **we** are required to do so by law or regulation.
- Any change to the benefits, terms, cover or exclusions which restricts **your** cover or benefits will not apply to any **trip** which commences prior to the effective date of the change. All changes will apply to any **trips** which **you** have already booked which commence after the effective date of the change.

We may change the benefits, terms, cover or exclusions of **your insurance policy** at any time and on giving **you** a reasonable and proportionate amount of notice where the change under **your insurance policy** does not restrict **your** cover or benefits, makes the **policy** easier for **you** to understand and/or makes the **policy** fairer to **you**. If **you** do not wish to accept changes that **we** intend to make to **your insurance policy**, **you** may cancel **your insurance policy** before the changes take effect by calling **us** on 0345 900 0900 within the 60 day notice period referred to above. If **you** do not cancel **your insurance policy** within that 60 day notice period **you** will be bound by the changes, although **you** may cancel **your insurance policy** at any time after that by calling **us** on 0345 900 0900.

When **you** call **us**, **we** will assess all **your medical condition(s)** and tell **you** if **we** are able to provide additional cover for the condition(s). If **we** can provide cover, **you** may need to pay a premium.

If **we** are unable to provide additional cover for any **medical conditions** or **you** do not wish to pay the premium, **you** will still be covered for conditions shown on the 'Accepted conditions' list.

When do you need to tell us?

Before booking any trip

If **you** wish **us** to consider covering **medical conditions** that are not shown on the 'Accepted conditions' list on pages 17 and 18, **you** need to call **us** before booking any **trip**.

Accepted conditions

You are covered for these **medical conditions** providing none of the restrictions or health exclusions mentioned below apply to **you**. **You** will be automatically covered by this **policy** and **we** do not need to know about them. If **you** are in any doubt, please call **us** on 0800 0512 616.

Accepted conditions

- Acne
- Addison's disease
- ADHD
- Allergy/Anaphylaxis (no hospital admissions in last two years)
- Alopecia
- Anaemia
- Anal fissure/fistula
- Arthritis (no back or neck problems)
- Asthma (no nebulisers or oxygen at home and no hospital admissions in the last 12 months)
- B12/Folate deficiency
- Barrett's oesophagus
- Basal cell carcinoma (no spread)
- Bells palsy
- Benign breast cyst
- Benign prostatic enlargement
- Benign testicular cyst
- Blepharitis
- Bowel prolapse
- Broken bone/fracture (not head or spine)
- Bursitis
- Carpal tunnel syndrome
- Cataracts
- Chicken pox
- Cholecystectomy

YOUR HEALTH – COVER AND EXCLUSIONS FOR EXISTING MEDICAL CONDITIONS

Please read this section carefully

This **policy** is not a general health or private medical insurance policy and will only cover sudden and unexpected illness or accidents.

Medical condition means:

Any illness, disease or injury that **you** have had in the 12 months prior to booking a **trip** where **you** have:

- been prescribed medication; and/or
- received, or are awaiting, medical treatment, tests or investigations; and/or
- been referred to or had follow up with a specialist; and/or
- been admitted to hospital or had surgery.

Medical conditions are not covered by this **policy** unless:

- they are 'Accepted conditions' shown on pages 17 and 18; or
- **we** have been told about the condition(s) and have confirmed in writing that they have been accepted.

What do you need to tell us?

If an **insured person** has any **medical condition** other than 'Accepted conditions' shown on pages 17 and 18 and **you** wish **us** to consider covering these **medical condition(s)**, **you** need to call **us** on 0800 051 2616. **You** will have to tell **us** about all of **your medical conditions** including any 'Accepted conditions'.

- Coeliac disease
- Colitis (no hospital admission in the last 12 months)
- Conjunctivitis
- Constipation
- Common cold/influenza
- Corneal graft
- Cosmetic surgery
- Cramp
- Cystitis
- Diabetes (no complications, for example retinal, kidney or nerve damage)
- Diarrhoea and/or vomiting
- Dislocated joint (not following knee/hip replacement)
- Eczema/dermatitis
- Epididymitis
- Essential tremor
- Fungal nail infection
- Gastric reflux
- Glandular fever (not within 3 months of the planned **trip**)
- Glaucoma
- Gout
- Haemorrhoids
- Hallux valgus (Bunion)
- Hayfever
- Hernia (not Hiatus)
- High/low blood pressure
- High cholesterol
- Hyperthyroidism (overactive thyroid)
- Hypothyroidism (underactive thyroid)
- Impetigo
- Irritable bowel syndrome (IBS)
- Joint replacement (no dislocations)
- Labyrinthitis
- Macular degeneration
- Meniere's disease
- Menorrhagia
- Migraine (confirmed diagnosis, no ongoing investigation)
- Minor infections (treated with no more than one course of antibiotics)
- Myalgic encephalomyelitis (if only symptom is fatigue)
- Nasal polyps
- Neuralgia
- Neuritis
- Ocular dysfunction
- Osteochondritis
- Osteoporosis (no back or neck fractures)
- Parkinson's (no difficulty swallowing)
- Pelvic inflammatory disease
- PMT
- Peptic ulcer
- Peripheral neuropathy
- Polymyalgia rheumatica
- Psoriasis
- Raynaud syndrome
- Restless leg syndrome
- Retinal detachment
- Retinopathy (not a link to diabetes)
- Rhinitis
- Rosacea
- Repetitive strain injury (RSI)
- Shingles
- Sinusitis
- Sleep apnoea
- Soft tissue injury/tendon injury/sprain/tendonitis
- Tinnitus
- Tonsillitis
- Urticaria
- Uterine/vaginal prolapse
- Varicose veins – legs only (if GP has confirmed that client is fit to travel)
- Vertigo

Health exclusions

1. There is no cover for any claim arising directly or indirectly from the following:
 - a) Any **medical condition** unless it is shown as an 'Accepted condition' or **we** have been told about it and **we** have accepted it.
 - b) Any symptoms that **you** were aware of prior to booking a **trip** for which **you** have sought, but not yet received, a diagnosis.
 - c) Where **you** have not taking medication that has been prescribed to **you**.
 - d) **You** travelling against the advice of a **doctor** or purposely travelling without medical advice when it was reasonable for **you** to have consulted a **doctor**.
 - e) Where **you** are travelling with the intention of seeking medical treatment.

Reciprocal health agreements

(Residents of England, Scotland, Wales and Northern Ireland only)

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 www.nhs.uk and search for 'healthcare abroad'.

Medicare

(Residents of England, Wales, Scotland and Northern Ireland only)

If **you** require medical treatment in Australia, **you** must enrol with a local Medicare office. **You** do not need to enrol on arrival but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then free of charge. Details of how to enrol and the free treatment available can be found at www.humanservices.gov.au by searching for 'medicare forms'.

CANCELLING YOUR TRIP OR COMING HOME EARLY

If **you** unavoidably have to cancel **your trip** or come **home** early, **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).

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).

1. **You** are injured, fall ill, are quarantined or die.
2. A **close relative, close business colleague** or the person **you** were going to stay with is seriously injured, fall seriously ill or dies.
3. Loss, theft or damage to **your** passport and/or visa while **you** are on a **trip** and temporary replacement documents are not acceptable to enable **you** to continue **your trip**.
4. **You** are needed at **home** following a burglary or severe damage to **your home**.
5. **You** are made redundant.
6. **You** are called for jury service or as a witness in a court of law.

7. Severe/adverse weather prevents **you** from leaving **your home**, reaching **your point of international departure** or **your pre-booked accommodation** in the **UK**.
8. Delay or cancellation of **your** pre-booked transport prevents **you** from leaving the **UK** on **your** outward journey and the carrier or their handling agent is unable to provide suitable alternative travel arrangements within 12 hours of the date and time of the scheduled departure as shown on **your** ticket/itinerary.
9. **You** are a member of the armed forces, army reserves, police, ambulance, fire, nursing services or an employee of a government department and authorised leave is cancelled due to an unexpected posting or a major incident in the **UK**.
10. **You** are denied boarding because there are too many passengers for the seats available and no suitable alternative flight could be provided within 12 hours.
11. **Your** transport operator, accommodation provider or their booking agents become insolvent.
12. **You** are the victim of a violent crime which has been dealt with by the police.
13. In the 31 days before **your** departure date, or while **you** are travelling:
 - a) an avalanche, earthquake, explosion, fire, landslide, flood, volcanic eruption, volcanic ash cloud and/or eruption or severe/adverse weather renders **your** accommodation uninhabitable or unreachable;
 - b) a Foreign, Commonwealth and Development Office advisory notice is in place advising against all travel or all but essential travel to **your** destination or the FCDO are advising British citizens to leave the area in which **you** are staying.

Or **you** choose not to travel or continue **your trip** because:

- c) **your** accommodation is directly affected by a food poisoning outbreak; or
- d) a terrorist attack happens within a 50-mile radius of **your** pre-arranged accommodation and **you** do not wish to travel or **you** wish to return **home** early.

You will also be covered if **your travelling companion** has to cancel the **trip** or come **home** early for one of the reasons listed above.

The most **we** will pay for each **insured person** is £6,000.

Claims conditions

1. **You** must notify **your** travel and/or accommodation provider as soon as **you** become aware that it is necessary to cancel the **trip**. If **you** fail to do so and the cancellation charges increase as a result, **our** liability will be restricted to the charges at the date cancellation became necessary.
2. All claims resulting from illness, injury, quarantine or death must be supported by medical reports, or a death certificate (or both). Medical reports must be obtained at the time of the incident (and at **your** own expense) and indicate the necessity to cancel the **trip** or come **home** early.
3. **You** must provide written confirmation (at **your** own expense) from the carrier or their handling agent of the actual date and time of the planned departure and reason for the cancellation or delay, and that they were unable to offer suitable alternative travel arrangements within 12 hours of **your** scheduled departure.
4. **You** must comply with the terms of **your** contract with the transport provider (or their booking agents) and seek financial compensation, assistance or a refund of **your** ticket from them in accordance with those terms and/or any rights **you** may have under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.
5. **You** must provide written confirmation (at **your** own expense) from the transport and/or accommodation provider or their respective booking agents or administrators, that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided. In the event of insolvency, compensation will normally be available to **you** from the financial protection schemes, such as Air Travel Organisers' Licensing (ATOL), or trade association bonds, such as the Association of British Travel Agents (ABTA).
6. Where **you** have been prevented from reaching **your point of international departure** or **pre-booked accommodation** in the **UK** due to severe/adverse weather, **you** must provide evidence that travel was not possible, such as local police, press or travel reports.
7. If **your** leave is cancelled, or **you** are made redundant, **you** must provide written confirmation from **your** employer.
8. If **you** are called as a witness or for jury service, **you** must provide written confirmation.
9. If **you** need to come **home** early and intend to make a claim, **you** must phone the Emergency Medical Assistance helpline immediately.
10. All claims must be supported by documentary evidence that **you** have been unable to obtain a refund from the travel and/or accommodation provider.
11. **You** must provide written confirmation from the accommodation provider and/or local/national authorities that the accommodation was uninhabitable and the reason for this, and that they were unable to offer suitable alternative accommodation of a similar standard.
12. If **you** cannot use **your** return ticket and **we** pay additional travel costs to allow **you** to come **home** early, **your** unused travel ticket will then belong to **us**.
13. If **you** need to come **home** early but have not already purchased a return ticket, **we** will deduct the cost of an economy flight from any costs **we** incur in bringing **you home**.

Excess

We will not pay the first £75 for each **insured person**, per claim per **trip**, but limited to £150 in total.

What is not covered

1. Anything mentioned in the 'General exclusions' and 'Your health' sections.
2. Any claim where, at the time of opening **your** M&S Premium Club or M&S Club Rewards with insurance membership or booking **your trip** (whichever is later), **you** knew that an illness or injury of a **close relative, travelling companion** or person **you** were travelling to stay with could reasonably be expected to affect **your** travel plans.

If you have to cancel your trip:

1. Any claim due to severe/adverse weather where **you** have not allowed sufficient time to reach **your point of international departure** taking into account the weather forecast for **your** journey.
2. Any claim where the carrier or handling agent has offered suitable alternative travel arrangements within 12 hours of the date and time of the scheduled departure as shown on the ticket/itinerary.
3. Any claim for dismissal, misconduct, resignation, or voluntary redundancy.
4. Any claim for redundancy if **you** or **your travelling companion** knew of the redundancy at the time of taking out

the M&S Premium Club or M&S Club Rewards with insurance membership or booking **your trip** (whichever is later) or where **you** cannot provide written evidence that the reason **you** or **your travelling companion** left the job was due to redundancy.

If you have to come home early:

1. Any claim for coming **home** early which was not authorised by **us**.
2. Any claim for coming **home** early due to Foreign, Commonwealth and Development Office advice where this advice was already in place prior to **your** departure from the **UK**.
3. Any claim for coming **home** early after **you** have chosen to move to alternative accommodation.

TRAVEL DISRUPTION

Travel delay

If **your** pre-booked transport is delayed for more than 12 hours and **you** choose to continue **your trip**, **we** will pay £30 for each full 12 hour period **you** are delayed up to a maximum of £150.

For each **insured person**, the most **we** will pay is £150.

Missed departures – this benefit does not apply to trips taken within the UK

If **you** miss **your** pre-booked transport due to an unexpected transport delay that has been independently confirmed by the transport provider, traffic or police reports or roadside assistance provider, **we** will pay the following:

1. Additional travel and accommodation costs **you** incur to reach **your** destination abroad or **home** on **your** return journey, up to £1,000 for each **insured person**; or
2. **Your** proportion of any personal travel and accommodation costs up to £6,000, should **you** choose to cancel **your trip** before departure from the **UK** (or before reaching **your** destination for **trips** solely within the **UK**), because no suitable alternative public transport or other facilities could be provided to enable **you** to safely continue with at least 50 percent of **your** booked **trip**.

Alternative travel arrangements

If **you** have to make alternative travel arrangements as a result of:

1. the public transport on which **you** are booked to travel from or to **your home territory** being cancelled or delayed for at least 12 hours, diverted or redirected after take off; or

2. **you** being denied boarding because there are too many passengers for the seats available and no suitable alternative flight could be provided within 12 hours; or
3. **your** transport operator, accommodation provider or their booking agents become insolvent,

we will pay for additional travel and accommodation costs.

If **your** own prescription medication has run out as a direct result of **you** having to make alternative travel arrangements, **we** will also pay for emergency medical supplies to prevent a deterioration of an existing **medical condition**.

For each **insured person**, the most **we** will pay is £6,000.

Alternative accommodation arrangements

If **you** have to move to other accommodation during **your trip** as a result of:

1. the insolvency of the accommodation provider or their booking agents;
2. fire, flood, earthquake, explosion, volcanic eruption, severe/adverse weather; or
3. an outbreak of food poisoning,

we will pay additional accommodation costs (of a similar standard) to allow **you** to continue **your trip**.

For each **insured person**, the most **we** will pay is £6,000.

Claims conditions

1. Any costs incurred may have to be paid by **you** and submitted as a claim.
2. **We** will only pay for additional transport or accommodation costs if **your** carrier or their 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.

Travel delay

1. **You** must obtain written confirmation of the number of hours and reason for the delay from **your** carrier or their handling agent.

Missed departures

1. If **you** miss **your** pre-booked transport **you** must contact the carrier or their handling agent to see if a late arrival is possible or if alternative travel arrangements can be made.

Alternative transport and accommodation arrangements

1. **You** must provide written confirmation from **your** transport provider of the length of the delay and the reason for the delay.
2. If **you** are denied boarding **you** must provide proof that **your** carrier was unable to offer **you** suitable alternative travel arrangements.
3. **You** must provide written confirmation from **your** accommodation provider or their booking agents of the reason **you** were unable to use **your pre-booked accommodation**.

Excess

We will not pay the first £75 if the **trip** is cancelled or **you** have to make alternative travel and accommodation arrangements.

What is not covered

1. Anything mentioned in the 'General exclusions' section.
2. Any claim where **you** have not done all **you** can to get to **your** departure point, or where **you** have not allowed sufficient time to make the travel connections shown on **your** ticket/itinerary, for example transfers between terminals, airports, ports or stations.
3. Any claim where the carrier or their handling agents have offered reasonable alternative transport.
4. Any claim for costs where **you** have received a refund from the carrier or handling agent.

Missed departures

1. Any claim for a missed connection for a **trip** which was not pre-booked before **you** left the **UK**.
2. Any claim for **trips** solely within the **UK**.

EMERGENCY MEDICAL AND ASSOCIATED EXPENSES

If **you** are injured, fall ill, are quarantined or die during **your trip**, **we** will cover **you** up to the limits shown below, for:

Emergency medical treatment

1. Emergency medical treatment outside **your home territory** (including rescue services to take **you** to hospital).
2. Emergency dental treatment outside **your home territory** which is required for immediate pain relief and/or emergency repairs to dentures or artificial teeth to alleviate distress in eating only.

Associated expenses

1. Extra charges for half board accommodation (of a similar standard to the accommodation **you** had booked for **your trip**) if it is medically necessary for **you** to stay after the date **you** were going to return **home** or travel to **your** next destination.
2. The cost of burying or cremating **you** in the country where **you** die, if **you** die outside **your home territory**.
3. The cost of returning **your** body or ashes to **your home**.
4. The cost of getting **you home** or to a **UK** hospital, if it is medically necessary because **you** are seriously injured or fall seriously ill during **your trip** and **you** cannot use **your** return ticket.

If **our** Medical Emergency Assistance provider and the treating **doctor** agree that it is necessary, **we** will also pay travel and accommodation costs for one relative or friend who has to stay with **you** or travel to be with **you**.

For each **insured person we** will pay up to:

1. £10,000,000 emergency medical treatment and associated expenses outside of **your home territory**, including the cost of **your** burial or cremation if **you** die outside of **your home territory**, and/or returning **your** body or ashes to **your home**.
2. £1,000 emergency dental treatment outside of **your home territory**.
3. £10,000 associated expenses for claims in **your home territory**.

Medical inconvenience

If **you** are claiming for emergency medical expenses outside of **your home territory**, and these are covered under this section, **we** will also pay **you** £20 for each consecutive 24 hours **your trip** is disrupted if **you** are:

1. in hospital receiving in-patient treatment; or
2. confined to **your** accommodation on the advice of the treating **doctor**.

For each **insured person we** will pay up to £1,000 for medical inconvenience outside of **your home territory**.

Holiday disruption

If **you** are claiming for emergency medical expenses and receiving treatment as an in-patient for more than 24 hours, **we** will pay **your** own non-recoverable, unused personal travel and accommodation costs.

The most **we** will pay for each **insured person** is £6,000.

Claims conditions

You must phone the Emergency Medical Assistance helpline before **you** make any arrangement if an injury or illness means that **you**:

1. need to seek emergency medical advice; or
2. are told by the treating **doctor** that **you** need to visit them for repeat treatments; or
3. are going to require tests or investigations as an out-patient; or
4. are told that **you** need to go into hospital as an in-patient.

An experienced Emergency Medical Assistance coordinator will deal with **your** enquiry and make sure that where necessary:

1. hospitals are contacted; and/or
2. medical fees are guaranteed; and/or
3. medical advisors are consulted.

If **you** cannot call before **you** are admitted as an in-patient because the condition is serious, **you** must contact the Emergency Medical Assistance helpline as soon as possible after **you** go into hospital.

If **you** are injured or fall ill during **your trip**, **our** Medical Emergency Assistance provider may move **you** from one hospital to another and/or arrange for **you** to return **home** at any time. They will only do this if they and the treating **doctor** think that it is safe for **you** to be moved or returned **home**.

You must provide **us** with all medical reports given to **you** by the treating **doctor** and/or the hospital/medical facility.

Excess

We will not pay the first £75 for each **insured person**, per claim per **trip**, for emergency medical treatment and associated expenses. There is no **excess** for the 'Medical inconvenience' or 'Holiday disruption' benefits.

If the cost of **your** medical treatment is reduced because **you** have used a worldwide reciprocal health care agreement or private health insurance, there will be no **excess** applicable under this section.

What is not covered

1. Anything mentioned in the 'General exclusions' and 'Your health' sections.
2. Any claim for:
 - a) treatment received in **your home territory**;
 - b) the cost of in-patient hospital treatment, out-patient treatment or going **home** early that **our** Medical Emergency Assistance provider has not agreed beforehand;

- c) the cost of any non-emergency treatment or surgery, including exploratory tests, which are not directly related to the illness or injury **you** originally went to hospital for;
 - d) any form of treatment that **your** treating **doctor** and **our** Medical Emergency Assistance provider think can reasonably wait until **you** return **home**;
 - e) cosmetic surgery, unless considered necessary as a medical emergency and agreed with **our** Medical Emergency Assistance provider;
 - f) medication which, at the time **your trip** started, **you** knew that **you** would need while **you** were away;
 - g) any extra costs because **you** have requested a single or private room;
 - h) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
 - i) any treatment after **you** have returned **home**, or are repatriated to a **UK** hospital.
3. Costs incurred following **your** decision not to move hospital or return to **your home territory** after the date when it was deemed safe for **you** to do so by **our** Medical Emergency Assistance provider and **your** treating **doctor**.
 4. Any claim for 'Medical inconvenience' benefit:
 - a) where the period in hospital or confinement to **your** accommodation is less than 24 consecutive hours;
 - b) for any **insured person** not being treated as an in-patient or confined to accommodation on medical advice;
 - c) where the purpose of travelling was a **business trip**.
 5. Any claim for medical inconvenience or holiday disruption where there is no valid claim for emergency medical treatment.

ACCIDENTAL DEATH OR PERMANENT DISABILITY

We will cover **you** if **you** suffer a serious accidental bodily injury during **your trip** which requires immediate and urgent medical attention and leads solely, directly and independently of any other cause to:

- **your** death; or
- total and permanent loss of use of an entire arm, hand, leg or foot; or
- loss of sight to the extent where **you** are eligible to be registered as severely sight impaired (blind); or
- disablement which means that **you** are permanently and entirely prevented from following any occupation suited to **your** education, experience and capability and this disablement has lasted for at least one year from the date **you** sustained the injury, or has been confirmed as permanent with no prospect of improvement by the treating **doctor**.

For each **insured person**, **we** will pay up to:

- £15,000 in the event of death, other than for **insured persons** under 16 years of age where the maximum **we** will pay is £1,000.
- £50,000 for loss of use of limb, loss of sight and/or disablement.

Claims conditions

1. The death or disability must happen within two years of the accident.
2. Only one benefit will be paid under this section, regardless of the number of injuries sustained.
3. Any benefit will be paid to **you** or **your** legal representative. If **you** die, the benefit will be paid into **your** estate.

What is not covered

1. Anything mentioned in the 'General exclusions' section.
2. Any claim resulting from sickness, disease, nervous shock or degenerative process.

LEGAL EXPENSES AND ADVICE

Legal expenses are underwritten by Aviva Insurance Limited. Personal legal advice and claims handling is undertaken by Arc Legal Assistance Limited or such other company **we** notify **you** of from time to time.

Legal expense cover

If, during the **trip**, an accident causes the death or injury of an **insured person** which was not the **insured person's** fault **we** will provide a lawyer and up to £50,000 for legal costs to pursue a civil claim.

Our lawyer will assess the evidence and proceed on **your** behalf if it is more likely than not that **you** will recover damages. If, in the lawyer's opinion:

1. the prospects of success are no longer in **your** favour; or
2. the non-recoverable costs are likely to exceed the potential compensation,

then **we** will not pay further costs toward **your** legal claim.

Personal legal advice

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

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.

Special conditions

Contingency fees:

- For claims made in some countries, **you** may have to enter into a contingency fee arrangement with a lawyer representing **you**. This means that the lawyer will receive an agreed percentage of any compensation which they receive for **you**.
- **We** will not pay any costs incurred by the lawyer relating to such an arrangement.

Choice of lawyer:

- If court proceedings are issued within the **UK** or there is a conflict of interest, **you** can choose **your** own lawyer.
- For proceedings outside the **UK**, **we** will choose the lawyer.
- **We** will appoint that lawyer subject to acceptance of **our** standard terms of appointment which are available upon request.
- Subject to the other terms and conditions of this **policy**, **we** will pay legal costs up to £50,000.

Our rights and **your** obligations:

- On request, **your** lawyer must provide **us** with information or opinion about **your** claim.
- **You** must cooperate fully with **us** and the lawyer.
- **You** must notify **us** immediately if anyone offers to settle a claim. If **you** don't accept an

offer which the lawyer advises is reasonable **we** may refuse to pay further costs.

- If successful, **you** must instruct **your** lawyer to attempt recovery of all costs relating to **your** case.

Legal expenses cover will end if **you**:

- settle or withdraw **your** claim without **our** agreement.
- do not give instructions when requested by the lawyer.
- dismiss a lawyer without **our** consent. **We** will not withhold consent without good reason.

If, due to the above, **we** incur costs that wouldn't otherwise have been incurred, **we** reserve the right to recover these from **you**.

You cannot transfer **your** rights under this section. A person, partnership (whether limited or not) or company who is not insured under this **policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

What is not covered

1. Anything mentioned in the 'General exclusions' section.
2. An application for judicial review.
3. Claims made by anyone other than **you** enforcing their rights under this cover.
4. Any costs incurred before **your** claim has been accepted by **us**.

PERSONAL LIABILITY

We will cover any money that **you** legally have to pay that relates to an accident **you** have caused during **your trip** which causes:

- death, illness, disease or physical injury to any person;
- loss or damage to property;
- loss or damage to temporary holiday accommodation which is not owned by **you**.

We will also pay legal costs and expenses incurred by **you** in relation to the accident. **You** must obtain **our** consent in writing before incurring any cost or expense.

For any one event, **we** will pay up to £2,000,000.

Excess

A £150 **excess** applies to all claims arising from damage caused by **you** to **your** temporary holiday accommodation.

What is not covered

1. Anything mentioned in the 'General exclusions' section.

2. Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) **you** have to pay.
3. Liability arising from:
 - a) death or injury of members of **your** household or people who work for **you**;
 - b) loss or damage to property which belongs to **you** or is under:
 - i) **your** control;
 - ii) the control of a member of **your** household;
 - iii) the control of people who work for **you**.
 - c) **your** job;
 - d) **you** owning or occupying any land or building, unless **you** are occupying any temporary holiday accommodation;
 - e) **you** owning or using:
 - i) animals (except domestic animals);
 - ii) firearms (except sporting guns used for clay-pigeon or small-bore shooting);
 - iii) motorised vehicles;
 - iv) vessels (other than manually propelled watercraft);
 - v) aircraft of any description, including unpowered flight.

YOUR POSSESSIONS

Delayed baggage

If **your** baggage is temporarily lost on the outward journey and **you** are without it for more than 12 hours **we** will pay for the replacement of essential items.

For each **insured person**, **we** will pay up to £250.

Baggage and personal money

We will cover **you** for loss, theft or accidental damage to **your**:

1. baggage, including **valuables**; and/or
2. **personal money**
We will also cover foreign currency during the 72 hours immediately before **your** departure on the outward journey.

For each **insured person**, **we** will pay up to:

- £2,500 in total for baggage (less any amount already claimed under the 'Delayed baggage' section) subject to a maximum of:
 - £1,000 for any individual item.
- £500 for **personal money** (a maximum of £100 for cash applies to **insured persons** under the age of 16).

For baggage or **valuables** which are:

- a) less than two years old, **we** will pay the replacement cost when proof of the original purchase is provided;
- b) more than two years old or where proof of purchase cannot be provided, **we** will, at **our** option, settle any claim by payment or replacement based on the value of **your** items at the time of loss.

Emergency travel documents

If **your** passport or visa is lost, stolen or accidentally damaged whilst **you** are outside the **UK**, **we** will pay for:

- a) the cost of an emergency travel document; and/or
- b) travel, accommodation and communication expenses,

if the loss prevents **you** from leaving the country **you** are in or continuing the **trip**.

For each **insured person**, the most **we** will pay is £750.

Contact the Travel Assistance helpline for advice on how to replace lost or stolen **personal money**, and how to obtain an emergency travel document to enable **you** to continue **your trip**.

Claims conditions

1. If **your** baggage is lost, stolen or damaged by an authority, a transport company or hotel, **you** must report the details of the loss or damage to them in writing and request written confirmation, including the number of hours **you** were without **your** baggage if it was temporarily lost.
2. If **your** baggage is lost or damaged by an airline, **you** must:
 - a) get a property irregularity report;
 - b) give written notice of the claim to the airline within the time limit in their conditions or carriage (**you** should keep a copy);
 - c) keep all travel tickets and tags if **you** claim under this **policy**.
3. **You** must report any loss or theft to the police as soon as reasonably possible following discovery, and get a written report (where it is not possible to obtain a police report **you** must provide other independent proof of the loss or theft, such as a letter from **your** transport company, hotel, or resort management).
4. It may affect **your** claim if **you** cannot prove the value of, and that **you** were responsible for, the lost, stolen or damaged items, for

example a receipt or credit card/bank statement showing evidence of the purchase, proof of withdrawal or a currency exchange receipt. If **you** are claiming for damage, **we** may ask **you** to send **us** the broken item.

Excess

We will not pay the first £75 for each **insured person**, per claim per **trip**, but limited to £150 in total. There is no **excess** for Delayed baggage.

What is not covered

1. Anything mentioned in the 'General exclusions' section.
2. Loss, accidental damage or theft of **personal money** or **valuables** not carried in **your** hand baggage and fully accessible to **you** while **you** are travelling.
3. Loss or theft of **personal money**, baggage or **valuables** which **you** have deliberately left somewhere that is not in **your** full view and with no one known to **you** looking after them.
4. Theft of **personal money**, baggage or **valuables** from a locked room, safe, motor vehicle or caravan unless there is visible evidence of forcible and violent entry.
5. Theft of **personal money**, baggage or **valuables** from an unattended motor vehicle unless they have been placed out of view.
6. Any **personal money**, baggage or **valuables** delayed, detained or confiscated by customs or other officials.
7. Wear and tear, loss of value or damage caused by moths and/or vermin, or any process of cleaning, repairing or restoring.
8. Loss, accidental damage or theft of bonds, securities or documents of any kind (other than those listed under **personal money**).
9. Any claim for travel and accommodation expenses of any other **insured person** who could travel without **you** but decides to stay with **you**.
10. Pedal cycles, contact or corneal lenses, hearing aids or other medical and dental fittings. Antiques, musical instruments, unset precious stones, furs or telescopes.
11. Scuba diving, fishing or **winter sports equipment**.
12. Loss or damage of sports equipment or clothing whilst in use.
13. Cracking, scratching or breaking of glass (except lenses in camera, binoculars or spectacles), china, porcelain, ceramics, pottery, ornaments or similar fragile articles.

14. Loss, accidental damage or theft of items used in connection with **your** job, which are not owned by **you**.
15. Shortages due to a mistake or loss due to a change in exchange rates.
16. Loss or theft of travellers' cheques where the issuer provides replacements or where **you** have not complied with the issuer's instructions.

WINTER SPORTS

Cover under this section only applies for a total of 31 days in any calendar year.

Winter sports equipment

If **your** owned or hired **winter sports equipment** is lost, stolen or damaged by accident during **your trip**, **we** will pay for the repair or replacement, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below.

- Up to 2 years old, 100% of the purchase price
- Up to 3 years old, 50% of the purchase price
- Up to 4 years old, 30% of the purchase price
- Up to 5 years old, 20% of the purchase price

We will pay to hire replacement **winter sports equipment** if:

- **you** make a successful claim for loss, theft or damage to **your winter sports equipment**; or
- **your winter sports equipment** is temporarily delayed in transit for more than 24 hours.

We will also cover the cost of a replacement lift pass if it is lost or stolen.

For each **insured person**, **we** will pay up to:

- £500 for **winter sports equipment** owned by **you**;
- £250 for **winter sports equipment** hired to **you**;
- £150 for a replacement lift pass;
- £15 per day for hire of replacement **winter sports equipment**, up to a maximum of £250.

Delay due to avalanche

We will pay for the cost of extra travel and accommodation if an avalanche delays **your** arrival at, or departure from, the booked resort (only during the published ski season).

For each **insured person**, **we** will pay up to £300.

Piste closure

This cover does not apply to cross-country skiing.

We will pay **you** a daily benefit if all pistes at **your** booked resort are closed due to lack of snow, excessive snow or high winds.

For each **insured person**, **we** will pay a daily benefit of £30 up to a maximum of £300.

Medical inconvenience

If, due to illness or injury, **you** are medically certified as being unable to ski or board, **we** will pay a daily benefit for each day **you** are prevented from doing so.

We will also pay a benefit for the proportionate cost of **your** non-refundable ski pack (ski lessons from a ski school, ski hire and lift pass).

For each **insured person**, the most **we** will pay is:

- £50 for each day **you** are unable to ski or board, up to a maximum of £200.
- £500 for **your** ski pack.

Excess

We will not pay the first £75 for each **insured person**, per claim per **trip**, for **winter sports equipment** owned by **you**. The total **excess** will be limited to £150.

Claims conditions

Winter sports equipment:

1. If **your winter sports equipment** is lost or damaged by an authority, a transport company or hotel, **you** must report the details of the loss or damage to them in writing and request written confirmation.
2. If **your winter sports equipment** is lost or damaged by an airline, **you** must:
 - a) get a property irregularity report;
 - b) give written notice of the claim to the airline within the time limit in their conditions of carriage (**you** should keep a copy);
 - c) keep all travel tickets and tags if **you** claim under this **policy**.
3. **You** must report any loss or theft to the police as soon as reasonably possible following discovery, and get a written report (where it is not possible to obtain a police report **you** must provide other independent proof of the loss or theft, such as a letter from **your** transport company, hotel, or resort management).

Piste closure

You must provide evidence from **your** tour operator or resort management that all pistes were closed, and how long they were closed for.

What is not covered

1. Anything mentioned in the 'General exclusions' or 'Your health' sections.
2. Any claim where the maximum limit of 31 days for winter sports has been exceeded.

Winter sports equipment:

1. Deliberate or malicious damage caused by an **insured person**.
2. Loss or damage to **winter sports equipment** caused by an **insured person's** carelessness or neglect.
3. Hired **winter sports equipment** which is damaged while being used.
4. Wear and tear, loss of value and damage caused by moths, vermin, or any process of cleaning, repairing or restoring.
5. Loss or theft of **winter sports equipment** which **you** have deliberately left somewhere that is not in **your** full view and with no one known to **you** looking after it.
6. Theft of **winter sports equipment** from a locked room, safe, motor vehicle or caravan, unless there is visible evidence of forcible and violent entry.
7. Theft of **winter sports equipment** from an unattended motor vehicle unless it has been placed out of view.
8. Any **winter sports equipment** delayed, detained or confiscated by customs or other officials.

SPORTS AND ACTIVITIES

We'll cover **you** whilst **you** take part in most sports and leisure activities. It is a general condition of **this policy** that **you** take all reasonable precautions to protect **yourself** against accidents and injury.

This includes when **you** take part in sports and leisure activities where **you** must make use of any appropriate safety equipment and follow any instructions provided (if taking part in an organised activity).

Please refer to the 'Personal liability' section for further exclusions.

There is no cover for:

1. **You** training for, or taking part in any race, time trial or organised sporting competition, performance or tournament.

2. **You** participating in an activity as a professional or where **you** are paid or receive benefits in kind, such as travel and/or accommodation or expenses.
3. Any claim for injury, illness or death that happens while **you** are taking part in these activities or any financial loss as a result of **you** being unable to take part in these activities.

Excluded activities

You will not be covered whilst participating in any of these activities

Land

- Adventure racing/endurance events/marathon/ultramarathon/multi-discipline events
- Big game hunting/hunting
- Boxing/martial arts
- Caving/potholing
- Charity and conservation work that is not organised through a registered organisation, is not voluntary or involves work at heights over 3 metres or work in a healthcare facility
- Cycle racing
- Expeditions
- Free running/Parkour
- Mountain biking – other than trails graded as easy or moderate
- Mountaineering, rock climbing, bouldering (outdoors) or via ferrata
- Track events involving the use of motor vehicles
- Trekking that involves an ascent to more than 5,000 metres altitude

Water

- Canyoning/Coasteering
- Cliff diving
- Free diving
- High diving
- Ice diving
- Kite surfing
- River sports involving rivers over grade 3
- Sailing/Yachting more than 12 miles from shore
- Scuba diving
 - where this is the main reason **you** booked the **trip**;
 - where **you** are not accompanied by a qualified instructor or dive master;
 - beyond the depth to which **you** are qualified to a maximum of 40m;

- that is professional, commercial or technical diving in nature, including but not limited to enriched air, tutor, solo, wreck, cave or cavern diving.
- Water ski jumping

Aerial

- Base jumping
- Flying (other than as a fare paying passenger in a fully licensed passenger carrying aircraft)
- Gliding
- Hang gliding
- Parachuting
- Paragliding
- Sky diving/parachuting (other than tandem skydiving through licensed operator)

Winter sports activities

- Bobsleigh/cresta/luge/skeleton
- Freestyle skiing/snowboarding
- Off-piste skiing (unless accompanied by a qualified guide at all times in areas the resort management consider to be safe)
- Heli-skiing
- Glacier skiing
- Ski flying/jumping/stunting/surfing
- Ski racing/training
- Ski mountaineering

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 will happen if you complain?

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** claim or medical screening **we** would encourage **you**, in the first instance to seek resolution by contacting:

- **0800 056 5913**
- M&S Premium Club Travel Insurance Claims, PO Box 432, Chichester, West Sussex, PO18 8WP.

If **your** complaint relates to the cover provided under this **policy** please contact:

- **0800 051 2616** or
- Customer Care team, M&S Premium Club travel insurance, PO Box 7463, Perth, PH2 0YX.

Please provide **your policy** number in any correspondence.

If **your** complaint relates to the sale of M&S Premium Club or M&S Club Rewards with insurance please contact:

- **0345 900 0900** or
- Customer Services team, M&S Premium Club travel insurance, M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT.

If **you** are unhappy with the outcome of **your** complaint, **you** may refer the matter free of charge to:

- The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: **0800 023 4567** (free from landlines and mobiles)

www.financial-ombudsman.org.uk

You can also contact the Financial Ombudsman by using the online dispute resolution platform known as ODR, which **you** can access at www.ec.europa.eu/odr

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

COMPENSATION

We are members of 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 scheme is available from the FSCS website www.fscs.org.uk

PRIVACY NOTICE OVERVIEWS

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

Aviva Insurance Ltd (Aviva) as the underwriter of M&S Premium Club travel insurance. Aviva 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 M&S Bank (a trading name of Marks & Spencer Financial Services plc), for example, during the sale of the policy. Aviva, is the data controller in respect of your personal information that it has received from M&S Bank, 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.

M&S Bank, Kings Meadow, Chester, CH99 9FB, is responsible for the sale and administration of M&S Premium Club or M&S Club Rewards with insurance. We 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. M&S Bank is the data controller for this information which will be shared with Aviva as set out in its Privacy Notice.

Privacy notice overview

M&S Bank 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 at www.marksandspencer.com/bankprivacynotice or by writing to: M&S Bank, PO Box 10564, 51 Saffron Road, Wigston, LE18 9FS.

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. This is just an overview of some key points. A full description is contained in the Privacy Notice

which you can obtain by visiting www.marksandspencer.com/bankprivacynotice or by writing to: M&S Bank, PO Box 10564, 51 Saffron Road, Wigston, LE18 9FS.

Who we are

When **we** say '**we**', **we** mean M&S Bank who is the data controller for your M&S Premium Club travel insurance. The data controller is responsible for deciding how your information is used and ensuring it is private and secure.

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Marks & Spencer Financial Services plc is entered in the Financial Services Register. Registration No. 151427. You can check the above registration details on the Financial Services Register by visiting the website fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. M&S Bank is part of the HSBC Group of companies.

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 Marks and Spencer plc
- 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 account, you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

How we'll use your information

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

- to confirm your identity and address
- to understand how you use your accounts

- to carry out your instructions
- to improve our products and services
- to offer you other services **we** believe may benefit you unless you ask us not to.

We'll only use your information where **we're** allowed to by law e.g. 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 make credit decisions as well as carrying out fraud and money laundering checks.

Who we can share your information with

M&S Bank will share your personal information with the insurer to enable the insurer to provide you with a quote, administer your policy and manage your claims. If you make a claim, any information you give to us, or to the insurer may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims. **We** may share your information with other HSBC Group members and any subcontractors, agents, or service providers who work for us or other HSBC Group companies as well as Marks and Spencer plc. **We** may also share your information with others outside of the HSBC Group e.g. regulators, insurers, other financial institutions, 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, to ask us to update incorrect or incomplete details, to object to or restrict processing of it or to make a complaint 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 www.marksandspencer.com/bankprivacynotice or if you prefer paper, give us a call on 0345 900 0900 and **we'll** send you one in the post.

Aviva privacy notice overview

In this section '**we**', '**us**' or '**our**' means Aviva Insurance Limited.

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 www.aviva.co.uk/privacypolicy 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 M&S Bank, 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 to 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 purposes(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 www.transunion.co.uk/crain.

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, 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 dataprt@aviva.com 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 Commissioners 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.

WHAT TO DO IN AN EMERGENCY

For medical emergencies:

Within the UK: 0800 051 3483

Outside the UK: +44 (0) 1603 603371

For claims:

Within the UK: 0800 051 2619

Outside the UK: +44 (0) 1603 603042

Please call 0345 900 0900 if you would like to receive this information in an alternative format such as large print, Braille or audio.

If you have a hearing or speech impairment, you can contact us using Text Relay (previously Typetalk) or Textphone on 0345 300 1815 (lines are open 24 hours a day, seven days a week).

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TRAVEL POLICY MAY 2021