

**M&S TRAVEL INSURANCE**

**Policy booklet**

# Guide to your M&S Travel Insurance

## Contents

Travel insurance helplines	2
Welcome to your M&S Travel Insurance policy	3
Travel advice of the Foreign, Commonwealth and Development Office (FCDO)	3
Conditions that apply to this policy	3
Exclusions that apply to the whole policy	4
If you need to make a claim	4
Your health	4
Cancelling or coming home early	5
Emergency medical and associated expenses	5
Travel disruption	6
Emergency travel document expenses	6
Your personal money	6
Personal liability	6
Legal expenses and advice	6
Accidental death or permanent disability	7
Sports and leisure activities	7
Your belongings (optional cover)	7
Winter sports (optional cover)	8

## Travel Insurance Helplines

<b>24 Hour Medical Emergency Assistance</b> If you are injured or fall ill while you are away, please contact this helpline.	Within the UK      0800 051 6561 Outside the UK      +44 1603 604 906 All lines open: 24 hours a day, 365 days a year
<b>Customer Services</b> Use this number for all general policy enquiries and policy upgrades.	Phone      0800 051 6670 Opening hours: Mon to Fri 8am – 9pm, Sat 9am-6pm, Sun 10am – 2pm
<b>Travel Claims</b> You can make a claim online at: <a href="http://marksandspencer.com/bank">marksandspencer.com/bank</a> Alternatively, use this number to report any travel claims, which are not as a result of a medical emergency.	Within the UK      0800 051 4780 Outside the UK      +44 1603 603 783 All lines open: 24 hours a day, 365 days a year
<b>Legal Expenses Claims and Advice</b> Use this number 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 015 7066 Outside the UK      +44 1603 603 3344 All lines open: 24 hours a day, 365 days a year
<b>Travel Assistant</b> This helpline can assist you with a wide range of travel advice before and while you are away, for example, visa and entry permits, or vaccination and inoculation information. Please do not call this number for policy queries or claims.	Within the UK      0800 051 6168 Outside the UK      +44 1603 604 557 All lines open: 24 hours a day, 365 days a year

### Telephone call charges and recording

Calls to 0800 numbers are free from UK landlines and mobiles.

The cost of calls to 01, 02 and 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

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

# Welcome to your M&S Travel Insurance Policy

## Contract of insurance

The following documents set out the terms of your M&S Travel Insurance policy underwritten by Aviva Insurance Limited ("we/us/our") and make up the contract of insurance between you and us:

- This Policy Booklet (and any changes M&S Insurance tell you about at renewal);
- Policy Schedule ("Schedule"); including the demands and needs statement
- The Important Information document

In return for payment of the premium we'll insure you in the event of an incident listed in this policy during the period of insurance, providing you comply with the terms.

This policy provides the insured persons named on your Schedule ("you/your/insured person") with the cover set out in this policy for the trip(s) shown on your Schedule.

By "trip" we mean a journey that begins and ends in England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man ("UK"), where the return journey to the UK has been booked before leaving home and the purpose of the journey is:

- A holiday or travel for personal reasons outside the UK, but not including travelling abroad to obtain medical treatment/advice; or
- A holiday or travel for personal reasons within the UK that includes two or more nights pre-booked accommodation in a commercially run premises not belonging to family or friends, including a pitch at a caravan/camping site; or
- Business travel outside the UK that does not include manual work; or
- Voluntary work, outside the UK for a registered charity, but not including manual work involving work at heights of more than 3 metres or work in a healthcare facility.

## Known Event

M&S 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 purchased your policy 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 bought your policy (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 purchased your cover or booked your trip (whichever is later).

Please refer to *Exclusions that apply to the whole policy* section 8.

## 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.

## COVID-19: What am I covered for?

Your M&S Travel Insurance will provide cover for events relating to COVID-19, such as:

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

If you have suffered with COVID-19 and needed medical treatment, then as with other medical conditions you may need to tell us about this. We will then screen it and tell you if this affects your cover. Please refer to the *Your Health* section on page 4-5.

Your M&S Travel Insurance will only cover you for unexpected and unforeseen events - please refer to the *Known Event* section on page 3. We recommend you read your policy terms and conditions for full details on what is and isn't covered, in particular *Exclusions* which apply to this whole option sections 8, 9 and 10 on page 4.

## Single trip cover

You'll be covered for the trip shown on your Schedule.

## Annual multi-trip cover

You'll be covered for each trip taken between the dates shown and in the area covered shown on your Schedule.

All insured persons can travel separately, however, children under 16 years old are only covered when travelling with an adult named on the Schedule.

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

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

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

### We won't cover:

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

## Conditions that apply to this policy

1. You must be a resident of England, Wales, Scotland or Northern Ireland.
2. You must take reasonable care to protect yourself and your property.
3. If you make a medical claim, you may be asked to provide consent for us to access your medical records to assess whether cover applies and assist the treating doctors in providing you with the most appropriate treatment.
4. You or your legal representative must provide and if necessary pay for any certificates, information and evidence we may need to deal with your claim, for example medical or death certificates, police reports, purchase receipts or other evidence needed to prove your claim.
5. If, at the time of an incident that leads to a claim on 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.
6. We are entitled to take over and carry out in your name, the defence or settlement of any legal action, including action to recover any payment we have made under this policy.

7. You must tell us as soon as possible after any injury, illness, incident or redundancy, or if you discover any loss or damage which may lead to a claim under this policy. You must also tell us if you are aware of any writ, summons or prosecution.
8. You must send us every communication relating to a claim as soon as possible.
9. You, or any person acting for you, must not negotiate, admit or reject any claim without our permission in writing.

## Your cancellation rights

When you first purchase this policy, select optional cover or renew your policy, you have a statutory right to cancel within 14 days from the day of purchase or renewal of the contract or 14 days from the day on which you receive your policy documents (whichever is later). If you wish to cancel, you will be entitled to a full refund of the premium paid provided you have not travelled, and there has been no claim or incident likely to give rise to a claim. If you cancel after this time, no refund will be made. To cancel, please contact Customer Services on 0800 051 6670.

## Our cancellation rights

We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending at least 7 days' written notice to your last known postal and/or email address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Where you have not paid the premium.
- Where we reasonably suspect fraud.
- Where you fail to co-operate with us or provide us with information or documentation we reasonably require and this affects our ability to process a claim or defend our interests.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Contract of insurance' and 'Information and changes we need to know about' wordings in this policy booklet and the separate 'Important Information' document supplied.

If we cancel before the cover starts we will give you a full refund.

If cover has already started, you will not be entitled to a refund.

Where we have evidence that you have acted fraudulently or deliberately given us incorrect information, we may cancel your policy without notice and backdate the cancellation to when this happened, which could be when you first bought your policy. In these circumstances, we are entitled to keep any premium paid. We may also report you to the police and/or take legal action against you.

## Exclusions that apply to the whole policy

### 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 contributed to by any other cause or event:
  - a. War, invasion, act of a foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil war, revolution, rebellion or insurrection, civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power; or
  - b. Any action taken to prevent, control or suppress, or which in any way relates 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 nuclear 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 or illness resulting from your:
  - a. Suicide or deliberate self-inflicted injury; or
  - b. 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. Misuse of alcohol or drugs causing an exacerbation of an accepted medical condition.
4. Any claim for an incident during the trip that results from you:
  - a. Deliberately putting yourself at risk of death, injury or illness (unless you were trying to save human life); or
  - b. Climbing on, or jumping from, any balcony railing, ledge or wall; or
  - c. Being in control of any motorised vehicle, unless you're fully licensed for such a vehicle in the UK (where applicable) and you comply with all local laws applying to the use of the vehicle, for example, wearing a seatbelt where this is required by law; or
  - d. Using a motorcycle, scooter, moped or quad bike unless you wear a crash helmet; or
  - e. Being in control of a motor vehicle and:
    - i. Acting in a dangerous or careless manner; and/or
    - ii. Exceeding the legal speed limit; and/or
    - iii. Drink or drug driving
5. Any claim resulting from your involvement in paid or unpaid manual work (other than voluntary work at heights of less than 3 metres).
6. Any claim because you don't feel like travelling or don't enjoy the holiday; (other than any reason detailed in the "Cancelling or coming home early" section on page 5).
7. Any loss that is not specifically described in this policy.
8. There is no cover in relation to any event, incident or circumstances if, at the time you purchased your policy 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.
9. Costs which are recoverable from your travel and/or accommodation provider or agent, your debit/credit card company, PayPal, ABTA, ATOL (or similar organisation).
10. 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.
11. Any claim resulting from a tropical disease where you have not had the recommended inoculations and/or taken the recommended medication.

## Limits and excess

For each section, we'll pay up to the limit(s) shown on your Schedule. For some types of claim we won't pay the first part of your claim; this is called the excess and it will be shown on your Schedule where it applies. If you are claiming under more than one section for the same incident, you will only pay one excess per person. However, where two or more people claim for the same incident, the most you will pay is twice the excess.

## If you need to make a claim

### What you need to do

1. If you have a medical emergency during your trip or need to come home early, contact our 24 hour Medical Emergency helpline as soon as possible on (+44) 1603 604 906.
2. Contact your travel and/or accommodation provider as soon as you become aware of a reason your trip needs to be cancelled.
3. Report any loss or theft to the police as soon as reasonably possible and get a written report from them (if it's not possible to report it to the police, obtain other independent proof, such as a letter from your transport company or accommodation provider).
4. Tell us about any event that may lead to a claim as soon as possible.

### How we'll settle your claim

We'll deduct any excess due from any payment we make. Where we provide cover for alternative transport or accommodation, we'll pay reasonable costs based on a similar standard of accommodation or class of travel to that you had booked originally.

## Your health – cover and exclusions

### 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.

When you purchased or renewed this policy, we asked you about medical conditions suffered by any insured person. By 'medical condition' we mean any illness, injury or disease that an insured

person has had in the 12 months prior to purchasing or renewing this policy where they have:

- been prescribed medication (other than minor infections that have been treated with no more than one course of antibiotics); 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.

If we can provide cover for the medical condition(s), and if you have chosen this cover, they will be shown on your Schedule as 'Accepted'. If we are unable to cover them, they will be shown as 'Excluded'. If we can provide cover for them but you have chosen not to, they will be shown as "Excluded – chose not to pay".

There is no cover for any existing medical condition unless you have told us about it and it is shown on your Schedule as accepted.

If you have an annual policy, you'll be asked to tell us about any changes in the health of insured persons at renewal.

## Health exclusions

There is no cover for any claim arising directly or indirectly from the following:

1. Any existing medical condition you have not told us about.
2. Any symptoms you were aware of prior to purchasing this policy or booking any trip (whichever is later) that you have sought, but not yet received, a diagnosis for.
3. Prescribed medication not being taken as directed.
4. Travelling against the advice of a doctor or purposely travelling without medical advice when it was reasonable to have consulted a doctor.
5. Travelling with the intention of seeking medical treatment or advice.

## Reciprocal Health Agreements

The UK has reciprocal healthcare agreements with a number of countries and territories worldwide. If you are a resident of England, Wales, Scotland or Northern Ireland, 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 on-line at [www.nhs.uk](http://www.nhs.uk) and search for Healthcare abroad.

## Cancelling or coming home early

**Travel costs** – means each insured person's personal non-refundable pre-paid travel, accommodation, event tickets, excursion costs and kennel and cattery fees.

**Travelling companion** – means a person who is travelling with you, without whom you cannot make or continue your trip.

**Close business associate** – means someone you work with in the UK who needs to be attending work for you to be able to go on your trip, as confirmed by a senior manager of the business.

### What we'll cover

If you need to cancel your trip or come home early due to an event below happening, we will pay for unrecoverable costs that each insured person has paid or legally has to pay for their own unused personal travel and accommodation.

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).

1. An insured person, travelling companion or person you are staying with is injured, falls ill, is quarantined or dies.
2. A close relative or close business associate of you or your travelling companion(s) are injured, falls seriously ill or dies.
3. You are:
  - a. Called as a witness or for jury service in a court of law;
  - b. Formally notified of redundancy;
  - c. Needed at home following a burglary or severe damage to your home.
4. Your travel or accommodation provider becomes insolvent.
5. A natural disaster, fire, explosion or outbreak of food poisoning means you're unable to travel or use your pre-booked accommodation
6. Severe weather prevents you from reaching your departure point or your pre-booked holiday accommodation in the UK.

7. You are unable to depart within 12 hours of the time shown on your travel ticket due to cancellation or delay of your pre-booked travel arrangements.
8. 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.
9. You are the victim of a violent crime which has been dealt with by the police.
10. You are a member of HM Armed Forces, the Emergency Services or a Government Department and leave is cancelled due to an unexpected posting or an emergency in the UK.
11. In the 31 days before your departure date, or while you are travelling:
  - a) The Foreign, Commonwealth and Development Office issues an advisory notice against all (or all but essential) travel, to the area in which you are staying or advises you to leave the area.
  - b) 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'll also be covered if any of these events means your travelling companion needs to cancel or come home early.

### We won't cover

1. Any claim where, at the time of purchasing your policy 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.
2. Costs relating to timeshare agreement e.g. maintenance costs and exchange fees.
3. Travel costs paid for using loyalty, reward or points schemes.
4. Claims where you haven't allowed sufficient time to get to the departure point for the time shown on your itinerary, making allowance for weather conditions and forecast.

## Emergency medical and associated expenses

### What you need to do

If you have a medical emergency that requires:

- admission to hospital, or
- tests or investigations as an outpatient, or
- repeat consultations with a doctor

contact our 24 hour Medical Emergency helpline as soon as possible on (+44) 1603 604 906.

We'll speak to the treating doctor and agree the best course of action for your treatment. This may include moving you to another hospital or arranging to bring you home early.

For a minor illness or injury treated with medication from a pharmacy or one-off treatment at a clinic, keep any receipts for costs incurred and contact us when you get home. If you need any assistance contact the helpline at any time.

### What we'll cover

We'll provide the cover shown below if you unexpectedly fall ill, are quarantined, injured or die during the trip.

### Emergency treatment

Emergency medical treatment (including rescue services to take you to hospital following injury or illness) and emergency dental treatment required for immediate pain relief.

### Associated expenses

1. Costs incurred in making or receiving telephone calls from our 24hr Medical Emergency helpline.
2. Taxi fares for your travel to or from hospital which relate to your medical treatment or collection of medication prescribed by the hospital.
3. Accommodation costs if you have to stay beyond your planned return date because you're medically unfit to travel home and additional travel costs if you can't use your return ticket.
4. Bringing you home if it is medically necessary, when it will be arranged by us.
5. Costs of burial or cremation in the country outside the UK where you die, or returning your body or ashes to your home.
6. The cost of returning your body or ashes home if you die on a trip in the UK.

We'll also pay necessary travel and accommodation costs for a person who has to stay with you or travel to be with you, where we agree this is necessary.

If you're unable to return home on your planned return date we'll extend your policy for as long as the treating doctor believes is medically necessary. Cover will end when you are fit to travel. If you do not return home as soon as you are fit to travel, all cover will end.

#### Medical inconvenience

Where you have a valid claim for emergency treatment, we'll pay a benefit for each full 24 hours you're being treated in hospital or confined to your accommodation on medical advice, as well as a proportionate refund of any non-refundable pre-paid travel, accommodation, event tickets and excursion costs you were unable to use during this time. This includes costs relating to any other insured person who was unable to continue their trip without you.

#### We won't cover

1. Non-emergency treatment that the treating doctor agrees can wait until you get home.
2. Extra costs because you've requested a single or private room.
3. Costs relating to any medical treatment received in the UK unless this is during travel to or from the Channel Islands or Isle of Man and these costs are not covered by reciprocal health care agreements.

## Travel disruption

#### What we'll cover

##### Missed departures

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'll pay extra travel and accommodation costs you need to pay to continue your journey.

We'll also pay a proportionate refund for any unused non-refundable pre-paid travel, accommodation, event tickets and excursion costs if you arrive at your destination later than scheduled due to the missed departure.

##### Travel delay

If your pre-booked transport is delayed for more than 12 hours and you choose to continue your trip we'll pay you the amount shown on your Schedule.

##### Alternative travel arrangements

We'll pay additional travel and accommodation costs if you have to make alternative travel arrangements to reach your destination or home on the return journey if:

1. Your pre-booked transport from or to the UK is cancelled or delayed for at least 12 hours or diverted after take off; or
2. You're denied boarding because there are too many passengers for the seats available and no alternative flight can be provided within 12 hours; or
3. Your transport operator or accommodation provider becomes insolvent.

We'll also pay for emergency medical supplies if you're unable to return home and your prescription medication has run out as a direct result of having to make alternative transport arrangements.

##### Alternative accommodation

If you're forced to move from your pre-paid independently booked accommodation due to a natural disaster, fire, explosion, outbreak of food poisoning or insolvency we'll pay additional costs for alternative accommodation of a similar standard and transport to allow you to continue the trip.

#### We won't cover

1. Any claim for alternative travel arrangements or alternative accommodation where the affected travel and/or accommodation arrangements are part of a package, as defined by The Package Travel, Package Holidays and Package Tour Regulations 1992.
2. A claim where you haven't allowed sufficient time, or done everything you can, to get to the departure point for the time shown on your itinerary.
3. Any costs where your travel and/or accommodation provider has offered alternative arrangements and you have refused this.
4. Travel disruption where we have paid a claim for cancelling or coming home early due to the same event.

## Emergency travel document expenses

If your passport or visa is lost or stolen while you're outside the UK we'll pay for an emergency travel document to enable you to continue your trip or return home. We'll also pay for additional travel and accommodation (of a similar standard to that you had booked) if this means you need to reschedule your pre-booked travel arrangements.

## Your personal money

**Money** – means personal cash, travellers' cheques, postal or money orders, pre-paid coupons or vouchers, pre-loaded cash and phone cards, non-refundable prepaid event and entertainment tickets, passports, visas, driving licences and travel tickets that are owned by you.

#### We'll cover

We'll cover you if your money is lost or stolen, as long as you attempt to keep your money safe and are able to provide evidence that you owned the money and how much it was worth, for example by providing proof of withdrawal or currency exchange receipt.

#### We won't cover

1. Any loss or theft that has not been reported to the police as soon as reasonably possible, and a written report requested, (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, accommodation provider, vehicle hire company or repairer).
2. Money not carried in your hand luggage and fully accessible to you while you are travelling.
3. Theft of money from a hotel room/apartment unless it has been placed in a safe or there is evidence of a break in.
4. Theft of money from a motor vehicle or caravan unless there is evidence of a break in and the money had been placed out of view.
5. Loss or theft of travellers' cheques or pre-loaded cash cards where the issuer has provided a replacement or where you have not complied with the issuers instructions.
6. Money that has been confiscated by customs or other officials.
7. Bonds, securities or documents of any kind (other than those defined as money above).
8. Shortages due to a mistake or change in exchange rates.

## Personal liability

#### What we'll cover

We'll cover you for money you legally have to pay if you cause an accident during the trip that leads to:

1. Death, illness or physical injury to any person;
2. Loss or damage to property;
3. Loss or damage to temporary holiday accommodation which is not owned by you or a member of your family.

We'll 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.

#### We won't cover

1. Fines or damages you have to pay as punishment rather than compensation.
2. Liability arising from:
  - a. Death or injury of a member of your family or anyone who works for you.
  - b. Loss of or damage to property which belongs to, or is under the control of you or a member of your family, other than temporary holiday accommodation.
  - c. Your job
  - d. Involvement in manual work or physical labour of any kind.
  - e. You owning or using any land or building, other than temporary holiday accommodation which is not owned by you or a member of your family.
  - f. You owning or using:
    - i. motorised vehicles;
    - ii. wind-powered vehicles (e.g. sand kites);
    - iii. aircraft of any description;
    - iv. watercraft (other than surfboards or those propelled by oars or paddles).

## Legal expenses and advice

#### What we'll cover

If, during the trip, an incident causes the death or injury of an insured person which was not an insured person's fault we will provide a lawyer and legal costs to pursue a claim. If you need to make a claim please call us on 0800 015 7066 (from the UK) or (+44) 1603 603 3344 (from abroad).

#### Important things you need to know

1. Choice of lawyer
  - a. If court proceedings are issued within the UK or there is a conflict of interest, you can choose your own lawyer.

- b. For proceedings outside the UK we will choose the lawyer.
  - c. We'll appoint that lawyer subject to acceptance of our standard terms of appointment which are available on request.
2. Our rights and your obligations
    - a. On request, your lawyer must provide us with the information or opinion about your claim.
    - b. You must fully co-operate with us and the lawyer.
    - c. 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.
    - d. If your claim is successful, you must instruct your lawyer to attempt to recover all costs relating to your case.
  3. This cover will end if you:
    - a. Settle or withdraw a claim without our agreement
    - b. Do not co-operate with us or the lawyer
    - c. Dismiss a lawyer without our consent. We will not withhold consent without good reason.

We may include a claim for our legal costs and other related expenses.

#### **We won't cover**

1. Claims that don't result from a specific incident that happened during the trip.
2. Costs incurred prior to our written acceptance of your claim.
3. An application for judicial review.
4. Claims made by anyone other than you or your family enforcing their rights under this cover.
5. Claims which, in the lawyer's opinion, are more likely to fail than succeed.
6. Claims where the costs of the claim are more than the potential compensation.
7. Costs relating to a contingency fee arrangement. In some countries a lawyer will only work for you if they receive a percentage of the compensation that you are rewarded. You cannot recover that percentage from this insurance

## Accidental death or permanent disability

#### **What we'll cover**

We'll cover you if you suffer a serious accidental injury during the trip that requires immediate and urgent medical attention and within 24 months of the accident, leads solely, directly and independently to one of the following:

1. Death (where benefit will be paid into your estate); or
2. Total and permanent loss of use of an entire arm, leg, hand or foot; or
3. Loss of sight to the extent that you are eligible to be registered as severely sight impaired; or
4. Permanent disablement which entirely prevents you following any occupation suited to your education, experience and capability.

## Sports and leisure activities

We'll cover you whilst you take part in most sports activities. You must take all reasonable precautions to protect yourself against illness and injury, including making use of any appropriate safety equipment and following any instructions provided (if taking part in an organised activity). If you have selected the optional "Your belongings" cover, your sports equipment will be covered subject to the limits, conditions and exclusions of that section, including limits for an individual item or pair or set of items.

#### **There is no cover for:**

1. You training for, or taking part in any race, time trial or organised sports 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.

#### **Excluded Activities**

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

There is no cover for 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.

Adventure Racing/Endurance Events/Marathon/Ultramarathon/Multi-discipline events

Big game hunting/hunting

Boxing/Martial arts

Caving/Potholing

Cycle racing

Expeditions

Free running/Parkour

Horse riding involving jumping or hunting

Manual work, other than charity and conservation work organised by a registered charity that does not involve working at heights of more than 3 metres.

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 unless you are qualified or accompanied by a qualified person

Scuba diving

- 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.

#### **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/Snow – unless you have selected the optional Winter sports cover**

## Your belongings (optional cover)

**Belongings** – means baggage, personal effects and valuables that you own or are legally responsible for.

**Valuables** – means jewellery, costume jewellery, watches, items made of or containing precious metal or stones, binoculars, handheld games consoles and equipment, mobile phones, mp3 players photographic or video equipment, e-readers, laptops and tablets or any accessories which are designed to be used with these.

#### **What we'll cover**

We'll cover you if your belongings are lost, stolen or accidentally damaged during the trip.

For any belongings which are less than 2 years old, we will pay the replacement cost when proof of original purchase is provided. If proof of original purchase is not provided or the item is more than 2 years old, we'll calculate the value of any item at the time of loss based on its age. We won't pay more than the original purchase price for any lost, stolen or damaged item.

If your bags are temporarily lost on the outward journey and your transport provider confirms you were without them for more than 12 hours, we'll pay for replacement essential items. You will need to keep the receipts for any items you purchase. If your bags are permanently lost, we will deduct any payment made from our final claims settlement.

#### **What you need to do**

1. If your belongings are lost or damaged by an authority, transport company or accommodation provider you must report the details to them in writing and request written confirmation.

2. If your belongings are lost or damaged by an airline you must:
  - a. Report the details to them in writing within the time limit in their conditions of carriage
  - b. Get a property irregularity report
  - c. Keep your travel tickets and tags
3. Report theft to the police, and request a written report, as soon as you can following discovery.
4. Send us any proof of ownership that we may ask for to help settle your claim which may include receipts or card/bank statements showing evidence of purchase. If you are unable to provide this, it may affect your claim.
5. Keep any damaged items as we may ask you to send them to us at your cost.

#### We won't cover

1. Any loss or theft that has not been reported to the police as soon as reasonably possible, and a written report requested, (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, accommodation provider, vehicle hire company or repairer).
2. Belongings that you have deliberately left somewhere that is not in your full view or with someone you know.
3. Valuables not carried in your hand luggage and fully accessible to you while you are travelling.
4. Theft of valuables from a hotel room/apartment unless they have been placed in a safe or there is evidence of a break in.
5. Theft of belongings from a motor vehicle or caravan unless there is evidence of a break in and they had been placed out of view.
6. Damage to glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items.
7. Wear and tear, loss of value, damage caused by moths or vermin, or any damage caused by cleaning, repairing or restoring.
8. Drones, cycles, contact lenses, hearing aids, medical or dental fittings.
9. Winter sports equipment (unless winter sports cover is shown on your schedule), or damage to hired sports equipment while it is being used.
10. Confiscation of your belongings by customs or other officials.
11. Items used in connection with your job unless they belong to you.

## Winter sports (optional cover)

#### What we'll cover

Where you have selected the optional Winter sports cover, you will be covered for injury, illness or death that happens whilst you are participating in winter sports.

We'll also extend the cover for travel costs to include your non-refundable ski pack (lessons from a ski school, ski hire and lift pass) if you need to cancel your trip or come home early.

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

There is no cover for 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.

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

Ski flying/jumping/stunting/surfing

Ski racing/training

Ski mountaineering

#### Winter sports equipment

We'll cover you if your skis, snowboards, boots, helmets, bindings or poles are lost, stolen or accidentally damaged and your lift pass if it is lost or stolen.

We'll calculate the value of any item at the time of loss less a deduction for wear and tear and depreciation.

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Less than 2 years old	70% of value
Less than 3 years old	50% of value
Less than 4 years old	30% of value
Less than 5 years old	20% of value
Over 5 years old	No payment

If your winter sports equipment is lost, stolen, accidentally damaged or lost in transit for more than 24 hours we'll pay for you to hire replacement equipment.

#### What you need to do

1. If your winter sports equipment is lost or damaged by an authority, transport company or accommodation provider you must report the details to them in writing and request written confirmation.
2. If your winter sports equipment is lost or damaged by an airline you must:
  - a. Report the details to them in writing within the time limit in their conditions of carriage
  - b. Get a Property Irregularity Report
  - c. Keep your travel tickets and tags
3. Report theft to the police as soon as you can following discovery and request a written report.
4. Send us any proof of ownership that we may ask for to help settle your claim which may include receipts or card/bank statements showing evidence of purchase. If you are unable to provide this, it may affect your claim.
5. Keep any damaged items as we may ask you to send them to us at your cost.

#### We won't cover

1. Winter sports equipment you have deliberately left somewhere that is not in your full view or with someone you know.
2. Wear and tear, loss of value, damage caused by moths or vermin, or any damage caused by cleaning, repairing or restoring.
3. Damage to hired winter sports equipment while it is being used.
4. Theft of winter sports equipment from a motor vehicle or caravan unless there is evidence of a break in and they had been placed out of view.

#### Winter sports holiday disruption

We'll pay you a daily benefit if all pistes at your booked resort are closed. We'll pay a benefit for each day that you are medically certified as being unable to ski or board, as well as a proportionate refund of your non-refundable ski pack (lessons from a ski school, ski hire and lift pass)

We'll pay a benefit for additional travel and accommodation expenses if you are delayed for more than 5 hours by avalanche or landslide and this means you cannot reach your resort or home.

M&S Travel Insurance is underwritten by 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 under registration no. 202153. M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Registered office: Kings Meadow, Chester, CH99 9FB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Marks & Spencer Financial Services plc is entered in the Financial Services Register under reference number 151427. M&S Bank is part of the HSBC Group. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks & Spencer Financial Services plc. All rights reserved.