

Terms and Conditions

Metal & Black



Emergency Assistance
24/7, 365 days a year

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49



Claims Team
09:00-17:00 Monday - Friday

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49



Customer Services
09:00-17:00 Monday - Friday

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

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| Cover | Black | Metal |
|---|----------------|----------------|
| Section A - Emergency Medical Expenses | | |
| Emergency Medical Expenses | £/€ 15,000,000 | £/€ 15,000,000 |
| Evacuation / Repatriation Costs | Included | Included |
| Emergency Dental Treatment | £/€ 500 | £/€ 500 |
| Complications of pregnancy | £/€ 75,000 | £/€ 75,000 |
| Excess | £/€ 50 | £/€ 50 |
| Section B - Cancellation or Curtailment | | |
| Cancellation | £/€ 3,000 | £/€ 10,000 |
| Curtailment | £/€ 3,000 | £/€ 10,000 |
| Excess | £/€ 50 | £/€ 50 |
| Section C - Baggage Delay | | |
| Baggage Delay, after 4 hours | £/€ 500 | £/€ 500 |
| Section D - Valuables, Personal money and Travel Documents | | |
| Valuables | £/€ 300 | £/€ 500 |
| Personal money | £/€ 250 | £/€ 250 |
| Travel Documents | £/€ 300 | £/€ 300 |
| Section E - Hospital Benefit | | |
| Hospital Benefit, per day after 24 hours | £/€ 60 | £/€ 100 |
| Hospital Benefit, maximum | £/€ 600 | £/€ 1,000 |
| Section F - Personal Liability | | |
| Personal Liability | £/€ 1,000,000 | £/€ 1,000,000 |
| Section G - Legal Expenses | | |
| Legal Expenses | £/€ 25,000 | £/€ 25,000 |
| Section H - Delayed Departure and Abandonment | | |
| Delayed Departure | £/€ 400 | £/€ 500 |
| Abandonment, after 24 hours | £/€ 3,000 | £/€ 10,000 |
| Excess (Abandonment only) | £/€ 50 | £/€ 50 |
| Section I - Personal Accident | | |
| Personal Accident | £/€ 30,000 | £/€ 40,000 |
| Section J - Hijack | | |
| Hijack | £/€ 1,000 | £/€ 1,000 |
| Section K - Mugging | | |
| Mugging | £/€ 1,000 | £/€ 1,000 |
| Section L - Gadget Cover | | |
| Gadget Cover | £/€ 800 | £/€ 800 |
| Excess | £/€ 50 | £/€ 50 |
| Section M - Baggage | | |
| Personal Belongings, maximum | - | £/€ 1,000 |
| - Single Article Limit | - | £/€ 500 |
| Excess | - | £/€ 75 |
| Section N - Rental Car Collision Damage Waiver | | |
| Rental Car Collision Damage Waiver | - | £/€ 25,000 |
| Excess | - | £/€ 50 |

INTRODUCTION

This document is not a contract of insurance but summarises the benefits provided to **you** by virtue of **your** holding a Black or Metal Card through Curve. The provision of those benefits is enabled by an insurance policy held by and issued to Curve by Inter Partner Assistance.

Curve is the only Policyholder under the insurance Policy and only it has direct rights against the insurer under the policy. This agreement does not give **you** direct rights under the Policy of Insurance, it enables you, as a Curve **Cardholder** to receive benefits. Strict compliance with the terms and conditions of this agreement is required if **you** are to receive its benefit.

ELIGIBILITY

The benefits summarised in this document are dependent upon **you** being a valid Curve **Cardholder** at the time of any incident giving rise to a claim. Curve will give **you** notice if there are any material changes to these terms and conditions or if the Policy supporting the benefits available under this agreement is cancelled or expires without renewal on equivalent terms.

This is **your** benefit guide and agreement with **us**. It contains details of benefits, conditions and exclusions relating to Curve **Cardholders** and is the basis on which all claims **you** make will be settled.

INSURER

This policy is underwritten by Inter Partner Assistance SA, member of the AXA Assistance group, Avenue Louise 166, 1050 Brussels, Belgium, insurance company regulated by the National Bank of Belgium under the number 0487, Company number: 0415.591.055

POLICYHOLDER

Curve, 114 - 116 Curtain Road, London, England, EC2A 3AH

SUBROGATION

Your insurance policy is a secondary insurance. If **you** have any other insurance **you** must claim off of the first insurance policy, indemnity, warranty or any other source for any claim up to the policy limit. Once this has been reached **we** will start **our** insurance cover. **We** will not cover any costs where there is another insurance policy, indemnity, warranty, or health insurer or any other source covering the same loss, damage, expense or liability (not applicable to Section I – Personal Accident).

AGE LIMITATIONS

The maximum age limit for all benefits is 70 years inclusive. If **you** reach the age of 71 during the **period of cover**, cover will continue until the end of that **period of cover** but not thereafter.

The maximum age limit for children covered under these benefits is 19 years inclusive, or age 19 to 21 if in full time education, at the commencement of a **trip**.

Under Section N – Rental Car Collision Damage Waiver no cover will apply if **you** are under 21 or over 70 years of age.

IMPORTANT INFORMATION

1. Claims arising from any **pre-existing medical conditions** are not covered.
2. Claims arising when **you** are travelling against the advice of a **medical practitioner** (or would be travelling against the advice of a **medical practitioner** had **you** sought their advice) are not covered.
3. Claims arising when **you** are travelling with the intention of obtaining medical treatment or consultation abroad are not covered.
4. Claims arising when **you** have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which **you** are awaiting investigations or consultations, or awaiting results of investigations, where the underlying cause has not been established) are not covered.
5. In case of any **medical emergency you** or the treating facility should contact **us** on:
Black: +44 (0) 203 887 29 48
Metal: +44 (0) 203 887 29 49
as soon as possible. **You** would also need to contact **us** to report any loss, **theft** or damage.
6. If **you** need to **curtail your trip you** must contact **us** on:
Black: +44 (0) 203 887 29 48
Metal: +44 (0) 203 887 29 49
7. This policy will be governed by the laws of England and Wales.
8. **We** will only pay up to the single article limit for any **baggage**.
9. **Trips** must begin and end in the **country of residence** and both outbound and inbound travel tickets must be purchased before the **trip** begins. Any **trip** solely within the **country of residence** is only covered where **you** have pre-booked at least

two nights' accommodation rented for a fee. Please note if **your trip** is longer than the maximum duration, **we** will not cover that **trip**.

10. The duration of any **trip** may not exceed 90 consecutive days. Please note if **your trip** is longer than the maximum duration, benefits will not apply to any part of that **trip**. **Trips** must begin and end in the **country of residence**. **Trips** using one way or one way open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the **trip** begins. Any **trip** solely within the **country of residence** is only covered where **you** are travelling more than 100 kilometres from **home** and have pre-booked at least two nights' stay at a registered accommodation provider rented for a fee.
11. Cover for benefits in Section A – Emergency Medical Expenses, Section E – Hospital Benefit, Section G – Legal Expenses, Section F – Personal Liability, and Section K – Personal Possession Mugging, is excluded in **your country of residence**.
12. An **excess** applies to benefits in Section Section A – Emergency Medical Expenses, Section B – Cancellation or Curtailment Charges, Section H - Delayed Departure and Abandonment, Section L - Gadget Cover, Section M - Baggage, and Section N - Rental Car Collision Damage Waiver.

IMPORTANT HEALTH REQUIREMENTS

You must comply with the following conditions in order to have full cover under this policy. If **you** do not comply **we** may refuse to deal with **your** claim or reduce the amount of any claim payment.

These benefits will not cover **you** if you:

- are travelling against the advice of a **medical practitioner** (or would be travelling against the advice of a **medical practitioner** had **you** sought his/her advice);
- are travelling with the intention of obtaining medical treatment or consultation abroad;

In addition, **you** will not be covered for benefits under Medical Expenses, or for Cancellation or **Curtailment** due to a medical reason, if you:

- have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which **you** are awaiting investigations/consultations, or awaiting results of investigations where the underlying cause has not been established);
- are not a permanent resident of, and registered with a General Practitioner in the **country of residence**

PLEASE NOTE

No claim arising directly or indirectly from a **pre-existing medical condition** affecting **you** will be covered.

INDIRECTLY RELATED CONDITIONS

1. At the time of taking out this policy **you** will not be covered for any claim arising directly or indirectly from:
 - any **medical condition you** have, or have had, for which **you** are taking or have been taking prescribed medication; and
 - any **medical condition you** have, or have had, for which **you** are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 5 years.
 - any **medical condition** for which **you** have received a terminal prognosis;
 - any **medical condition you** are aware of but for which **you** have not had a diagnosis;
 - any **medical condition** for which **you** are on a waiting list;
 - any **medical condition** for which **you** know **you** need surgery or treatment;
 - any **medical condition** for which **you** are awaiting the results from any tests or investigations;
 - any **medical condition** affecting you, that **you** are aware of, that could reasonably be expected to result in a claim on this policy.
 - any **medical condition** affecting a third party, that **you** are aware of, that could reasonably be expected to result in a claim on this policy. For **your** information, examples include but are not limited to;
 - A third party who has received a terminal prognosis;
 - A third party who is receiving or waiting for hospital investigation or treatment for an undiagnosed condition or a set of symptoms;
 - A third party who is receiving inpatient treatment;
 - A third party who has an existing **medical condition** or illness, that has presented new or a change to symptoms.

For **your** information, examples of conditions that can be indirectly linked to any **medical condition you** have, or have had include:

- someone with breathing difficulties who then suffers a chest infection of any kind;
- someone with high blood pressure or diabetes who then has a heart attack, stroke or mini-stroke;
- someone who has or has had cancer who suffers with a secondary cancer;
- someone with osteoporosis who then suffers with a broken or fractured bone.

2. At any time **you** will not be covered for any claim arising directly or indirectly from:
 - any **medical condition you** have in respect of which a **medical practitioner** has advised **you** not to travel or would

have done so had **you** sought his/her advice

- any surgery, treatment or investigations for which **you** intend to travel outside of **your home** area to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures)
 - any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**
 - **your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider
3. **Our** travel policies are offered on the understanding that **you** are fit to travel on the day the policy is issued. If **your** health changes after the purchase of **your** policy and/or the date **your** travel tickets or confirmation of booking were issued, **you** should telephone Curve to discuss how this may affect **your** cover.

Please telephone Curve on:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

if **you** have any concerns regarding **your** fitness to travel.

IMPORTANT LIMITATIONS UNDER SECTION B - CANCELLATION OR CURTAILMENT

This policy will not cover any claims under Section B - Cancellation or Curtailment arising from any **pre-existing medical condition** known to **you** prior to purchasing the policy or prior to booking any **trip** (whichever is the later), affecting any **close relative**, any person with whom **you** are travelling, or any person with whom **you** have arranged to stay, if:

1. a terminal diagnosis had been given by a **medical practitioner**; or
2. they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic;
3. during the 90 days immediately prior to **you** purchasing the policy or prior to booking any **trip** (whichever is later) any **close relative** had required surgery, inpatient treatment or hospital consultations.

EMERGENCY ASSISTANCE

Contact **us** on Telephone:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

If **you** suffer any serious illness or accident which may lead to **your** admission to hospital before any plans are made for repatriation or if **you** need to **curtail your trip** **you** must contact **us**. **We** are open 24/7 for advice and will be able to assist in arranging repatriation and settling medical expenses directly with the treating facility. Any treatment in a private facility is not covered unless pre-authorized by **us**. If it is not possible to contact **us** before any treatment happens (for any immediate emergency treatment) please call **us** as soon as possible. For any outpatient treatment (where **you** are not admitted into hospital) or minor illness or injury (excluding fractures) **you** should pay for the treatment and claim it back from **us** when **you** are **home**.

MEDICAL ASSISTANCE ABROAD

We will arrange transport **home** if this is considered **medically necessary**, or when **you** have news of a serious illness, injury or death of a **close relative** at **home**.

PAYMENT FOR MEDICAL TREATMENT ABROAD

If **you** are admitted to a hospital/clinic while outside **your country of residence**, **we** will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. **We** will also arrange transport **home** when this is considered **medically necessary**, or when **you** have news of serious illness, injury, or death of a **close relative** at **home**. Please contact **us** on :

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

for **you** as soon as possible. For simple out-patient treatment, **you** should pay the hospital/clinic yourself and claim back medical expenses from **us** on **your** return to the **country of residence**. Please be careful not to sign anything confirming **you** will pay for excessive treatment or charges. If in doubt regarding any requests, please call **us** for guidance.

RECIPROCAL HEALTHCARE AGREEMENTS

EUROPEAN UNION (EU), EUROPEAN ECONOMIC AREA (EEA) AND SWITZERLAND

Before travelling to a European Union (EU) country, the European Economic Area (EEA) or Switzerland, **we** recommend that **you** apply for a European Health Insurance Card (EHIC). This card entitles **you** to certain free or reduced cost health cover arrangements in the EU, EEA or Switzerland.

For more information **you** should contact: NHS Business Services Authority, European Health Insurance Card, EHIC Applications, Bridge House, 152 Pilgrim Street, Newcastle upon Tyne, NE1 6SN, or call on 0300 330 1350 or visit their website at: <https://www.gov.uk/european-health-insurance-card>.

AUSTRALIA/NEW ZEALAND

When **you** are travelling to Australia/New Zealand **you** must register for treatment under the national healthcare scheme, This provides free treatment at a public hospital, subsidised medicines and benefits for medical treatment provided by doctors through private surgeries and Government Health Centres (not hospitals)

AUSTRALIA

You must enrol at Medicare offices in Australia if **you** will be receiving treatment. If **you** receive treatment before **you** enrol, Medicare benefits can be backdated, if **you** are eligible. To be eligible **you** must be a resident of Belgium/Finland/Italy/Malta/New Zealand/the Netherlands/Norway/the Republic of Ireland/Slovenia/Sweden/or the United Kingdom and will need to show **your** passport with an appropriate visa. If **you** do not enrol at Medicare offices **we** may reject **your** claim or limit the amount **we** pay to you. If **you** need treatment which cannot be carried out under Medicare **you** must contact **us** before seeking private treatment. If **you** do not do so, **we** may reject **your** claim or limit the amount **we** pay to you.

For more information **you** should contact: Health Insurance Commission, PO Box 1001, Tuggeranong, ACT 2901, Australia or visit their website at: <http://www.humanservices.gov.au>

NEW ZEALAND

- Under the reciprocal health agreement, a UK citizen is eligible for treatment on the same basis as a New Zealand citizen. If **you** need any medical treatment please show the facility **your** valid UK passport with visitor Visa.
- **your** return ticket for **your** return journey to the UK

You will not be eligible for treatment under this agreement if **you** are not a UK citizen or do not permanently reside in the UK.

For more information **you** should contact: Ministry of Health, PO BOX 5013, Wellington, 6145, New Zealand or visit their website at: <http://www.health.govt.nz/new-zealand-health-system>

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of this policy. If **you** do not comply **we** may at **our** option refuse to deal with **your** claim, or reduce the amount of any claim payment.

1. The maximum age limit for benefits under this policy is 70 years inclusive.
2. Cover for benefits in Section A – Emergency Medical and Other Expenses Abroad, Section E – Hospital Benefit, Section G – Legal Expenses, Section F – Personal Liability, and Section K – Personal Possession Mugging, is excluded in **your country of residence**.
3. **You** must take all reasonable care and precautions prevent a claim happening. **You** must act as if **you** are not covered and take steps to minimise **your** loss as much as possible and take reasonable steps to prevent a further incident and to recover missing property.
4. If **you** need to **curtail your trip** **you** must contact **us** on:
Black: +44 (0) 203 887 29 48
Metal: +44 (0) 203 887 29 49
We are open 24/7 for advice and assistance with **your** return **home**. **We** will also arrange transport **home** if **you** have news of serious illness, deterioration or death of a **close relative at home**.
5. **You** must tell **us** as soon as possible in the event of an emergency or if **you** are hospitalised (any outpatient treatment, minor illness or injury (excluding fractures) costs must be paid for by **you** and reclaimed).
6. **You** must pay the appropriate premium for the full number of days comprising **your** planned **trip**.
7. **We** ask that **you** notify **us** within 28 days of **you** becoming aware that **you** need to make a claim and that **you** return **your** completed claim form and any additional information to **us** as soon as possible.
8. **You** must report all incidents to the local police in the country where it occurs and obtain a crime or lost property report, which includes an incident number.
9. **You** must not abandon any property for **us** to deal with and keep any damaged items as **we** may need to see them.
10. **You** must provide all necessary documentation requested by **us** on page 25 at **your** expense. **We** may also request more documentation than what is listed to substantiate **your** claim. If **you** do not provide this any claim may be refused.
11. **You** or **your** legal representatives must send **us** at **your** own expense all information, evidence, medical certificates,

original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the claim. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills. Please keep copies of all documents sent to **us**.

12. The policy **excess**, as and when applicable, will be deducted in respect of each **beneficiary** and each and every incident.
13. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.
14. **You** must tell **us** and provide full details in writing immediately if someone is holding **you** responsible for damage to their property or **bodily injury** to them. **You** must immediately send **us** any writ or summons, letter of claim or other document relating to **your** claim.
15. In the event of a claim and if **we** require it, **you** must agree to be examined by a **medical practitioner** of **our** choice, at **our** expense as often as may be reasonably necessary prior to paying a claim, In the event of **your** death **we** may also request and will pay for a post-mortem examination.
16. If **we** provide transportation or settle **your** claim and as a result **you** have unused travel ticket(s) **you** must surrender those tickets to **us**. If **you** do not **we** will deduct the amount of those tickets from any amount paid to you.
17. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
 - take over the settlement of any claim;
 - take legal action in **your** name to get compensation from anyone else for **our** own benefit or to get back from anyone else any payments that have already been made;
 - take any action to get back any lost property or property believed to be lost.
18. If **you** or anyone acting for **you** in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, this policy shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under the policy.
19. If **we** pay any expense which is not covered, **you** must pay this back within one month of **our** asking.
20. **We** will make every effort to apply the full range of services in all circumstances as shown in the policy. Remote geographical locations or unforeseeable adverse local conditions may prevent the normal standard of service being provided.
21. **You** must claim against **your** private health insurer, state health provider and/or other travel insurer first for any expenses.
22. If **you** possess multiple Curve cards **we** will only pay the highest single limit of the cards, the benefit values will not be cumulative.

GENERAL EXCLUSIONS

These exclusions apply throughout **your** policy. **We** will not pay for claims arising directly or indirectly from:

1. Any claims arising directly or indirectly as a result of any **pre-existing medical conditions**.
2. Under all sections, any claim not arising from the circumstances listed in WHAT IS COVERED
3. Claims where **you** have not provided the necessary documentation requested by **us** on page 25 at **your** expense. **We** may also ask for more documentation than what is listed to substantiate **your** claim.
4. **Your** engagement in or practice of: **manual work**, flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft, the use of motorised two or three wheeled vehicles unless an applicable current driving licence is held allowing the use of such vehicles in **your country of residence** and **your trip** destination and a crash helmet is worn (see SPORTS AND ACTIVITIES on page 11) professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions, track-driving, or any tests for speed or endurance.
5. **Your** participation in or practice of any other sport or activity unless shown as covered in SPORTS AND ACTIVITIES on page 11. **Sports and activities** are only covered on an incidental, non-competitive and non-professional basis. Under no circumstances will any claims arising from any activities not listed be covered regardless of whether undertaken as part of an organised excursion or event.
6. Any claim resulting from **you** attempting or committing suicide; deliberately injuring yourself; using any drug not prescribed by a **medical practitioner**, being addicted to, abusing or being **under the influence** of drugs, or alcohol.
7. Self-exposure to needless peril (except in an attempt to save human life).
8. Any claim resulting from **your** involvement in a fight except in self-defence.
9. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
10. **Your** own unlawful action or any criminal proceedings against **you** or any loss or damage deliberately carried out or caused by you.
11. Any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred arising from the interruption of **your** business, inconvenience, distress, or loss of enjoyment.
12. Operational duties of a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under Section B – Cancellation or Curtailment charges.

13. Any claim where **you** are entitled to indemnity under any other insurance, including any amounts recoverable from any other source, except in respect of any excess beyond the amount which would have been covered under such other insurance, or any amount recoverable from any other source, had these benefits not been effected.
14. **Your** travel to a country or specific area or event to which a government agency in the **country of residence** or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations.
15. **You** climbing, jumping or moving from one balcony to another regardless of the height of the balcony.
16. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
17. Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim under this policy.
18. Costs of telephone calls or faxes, internet charges unless they are documented as costs to contact **us**.
19. A condition for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
20. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section A – Emergency Medical Expenses, Section E – Hospital Benefit and Section I - Personal Accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.
21. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
22. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
23. Any claim within the **country of residence** for Section A – Emergency Medical and Other Expenses Abroad, Section E – Hospital Benefit, Section G – Legal Expenses, Section F – Personal Liability, or Section K – Personal Possession Mugging.

DEFINITIONS

Any word or expression which relates to a definition will have the same meaning throughout the policy and will be highlighted in bold. There may also be specific definitions relating to that section of the policy, these will all be listed at the start of the policy section.

| | |
|-----------------------------------|---|
| ADVERSE WEATHER CONDITIONS | rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm which is not caused by or has not originated from a geological or catastrophic event such as but not limited to an earthquake, volcano or tsunami. |
| ASSAULT(ED) | any physical violence or threat of committed by a third party (a person other than a close relative or travel companion) with the intention of depriving you of your items. |
| BAGGAGE | clothing, personal effects, luggage and other articles which belong to you (excluding valuables , ski equipment, golf equipment, personal money and documents of any kind) and are worn, used or carried by you during any trip . |
| BENEFIT TABLE | the table listing the benefit amounts on page 3. |
| BODILY INJURY | an identifiable physical injury caused by a sudden, violent, external, unexpected specific event. Injury as a result of your unavoidable exposure to the elements shall be deemed to be a bodily injury . |
| CARDHOLDER | the holder of a covered card . |
| CLOSE RELATIVE | mother, father, sister, brother, spouse, or fiancé/fiancée or common law partner (any couple, in a common law relationship living permanently at the same address) daughter, son, including adopted daughter or son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, foster child, legal guardian, legal ward. |
| COMPLICATIONS OF PREGNANCY | the following unforeseen complications of pregnancy as certified by a medical practitioner : toxemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean sections/ medically necessary termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date. |
| COUNTRY OF RESIDENCE | the country in which you legally reside. You must have a residential address that you can refer to within that country and should be registered with a doctor there. |
| COVERED CARD | a Black or Metal card, issued by Curve, the card being valid, activated, and the account balance having been paid in accordance with the Cardholder agreement at the time of any incident giving rise to a claim. |

| | |
|-------------------------|---|
| CURTAILMENT/ CURTAIL | cutting short your trip by returning home due to an emergency authorised by us . |
| EXCESS | the first amount, as shown in the Benefit Table , which you will be responsible for, per beneficiary , for each and every event. |
| GADGET(S) | laptops, chromebooks, mobile phones, e-readers, tablets and any accessories for these items. |
| HOME | your normal place of residence in your country of residence . |
| HOMEWARD JOURNEY | travelling to your home address in the country of residence from your trip destination. |
| LOSS OF LIMB | loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint. |
| LOSS OF SIGHT | total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what you should see at 60 feet.) |
| MANUAL WORK | any work above ground level; work using cutting tools, power tools and machinery; work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant; undertaking work of a plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind, with the exception of bar and restaurant work, wait staff, chalet, maid, au pair and child care, and occasional light manual work at ground level including retail work and fruit picking. |
| MEDICAL CONDITION(S) | any medical or psychological disease, sickness, condition, illness or injury that has affected you or any close relative , travelling companion or person with whom you intend to stay whilst on your trip . |
| MEDICAL EMERGENCY | a bodily injury or sudden and unforeseen illness suffered by you while you are on a trip outside the country of residence and a registered medical practitioner tells you that you need immediate medical treatment or medical attention. |
| MEDICALLY NECESSARY | reasonable and essential medical services and supplies, ordered by a medical practitioner exercising prudent clinical judgement, needed to diagnose or treat an illness, injury, medical condition , disease or its symptoms, and that meet generally accepted standards of medical practice. |
| MEDICAL PRACTITIONER | a legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you , any travelling companion , or any person with whom you have arranged to stay. |
| OUTWARD JOURNEY | travelling from your home or business address in the country of residence to your trip destination including international flights, sea crossings or rail journeys which are booked prior to you leaving your country of residence which is directly related to the outbound journey. |
| PAIR OR SET | items forming part of a set or which are normally used together. |
| PERIOD OF COVER | <p>cover begins for any trip commencing on or after 01/10/2018.</p> <p>Cover will end when the card account is terminated or when these benefits are cancelled or expire. The duration of any trip may not exceed 90 consecutive days. Please note if your trip is longer than the maximum duration, benefits will not apply to any part of that trip.</p> <p>Under Section B – Cancellation cover shall begin from the time you book the trip and stops at the start of your trip. For all other sections, the benefits start when you leave your home, or your place of business (whichever is the later) to commence the trip and terminates at the time you return to your home or place of business (whichever is the earlier) on completion of the trip.</p> <p>Section N – Rental Car Collision Damage Waiver begins for cars rented after 01/10/2018. (All benefits subject to terms and conditions.) Cover will end when the card account is terminated or when these benefits are cancelled or expire.</p> <p><u>Extension to the period of cover</u></p> <p>The period of cover is automatically extended for the period of the delay in the event that your return to your country of residence is unavoidably delayed due to covered event.</p> |
| PERSONAL MONEY | bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, hotel vouchers, all held for private purposes. |

| | |
|-----------------------------------|--|
| PRE-EXISTING MEDICAL CONDITION(S) | <ul style="list-style-type: none"> any past or current medical condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during the 2 years prior to you holding a covered card and/or prior to the booking of and/or commencement of any trip; and any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this Benefit Schedule and/or prior to any trip. |
| PUBLIC TRANSPORT | any transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service on which you are booked to travel. |
| SPORTS AND ACTIVITIES | the activities listed under Sports and activities on page 11. |
| STRIKE OR INDUSTRIAL ACTION | any form of industrial action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services. |
| TERRITORIAL LIMITS | <p>trips to all countries including USA, Canada, Mexico and the Caribbean countries are covered.</p> <p>PLEASE NOTE: Any trips to a country which a government agency in your country of residence, or the World Health Organisation, has advised against travel are not covered. In addition, trips to any destination that falls under point 14 of General Exclusions are not covered.</p> |
| TERRORISM | an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. |
| THEFT | any theft committed by violence, threat of violence, mugging, assault or through break in by a third party (a person who is not a relative, close relative or travel companion) |
| TRIP | <p>any holiday, or journey for pleasure made by you, within the territorial limits, which begins and ends in your country of residence, during the period of cover. Trips using one way or one way open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the trip begins.</p> <p>Any trip solely within the country of residence is only covered where you are travelling at least 100 kilometres from home and have pre-booked at least two nights' stay at a registered accommodation provider rented for a fee.</p> |
| UNATTENDED | when you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle. |
| UNDER THE INFLUENCE | if a toxicology has been completed and produces a result above 0.02% BAC (Blood Alcohol Content) or drug screening proves positive. If a toxicology has not been completed, any report from the time of the incident confirming or noting any suspicion of your consumption/use of drugs or alcohol. |
| VALUABLES | jewellery, precious metals or precious stones or items made from precious metals or precious stones, watches, furs, leather articles, photographic- audio- video- computer- television-games (including but not limited to CDs, DVDs, memory devices and headphones), telescopes, binoculars, MP3/4 players. |
| WE/US/OUR | the service provider, arranged by Inter Partner Assistance. |
| YOU/YOUR/BENEFICIARY(IES) | <p>the Cardholder and his/her spouse or legal partner (any couple in a common law relationship living permanently at the same address), their unmarried children, aged under 19, or age 19 to 21 if in full time education, who are legally and financially dependent (according to the regulations of the country of residence) on the Cardholder, all living in the country of residence and travelling on a trip.</p> <p>Beneficiaries are only covered when travelling on the trip with and to the same destination as the Cardholder.</p> |

SPORTS AND ACTIVITIES

You are covered under Section A – Emergency Medical Expenses and Section E – Hospital Benefit for the following activities.

Sports and activities are excluded if **your** participation in them is the sole or main reason for **your trip** (excluding golf **trips**)

Any **sports and activities** marked with * is excluded under Section F – Personal Liability and Section I – Personal Accident.

- *Abseiling
- *Archery
- Badminton
- Baseball
- Basketball
- Bowling
- Camel Riding
- *Canoeing (up to grade/class 3)
- *Clay pigeon shooting
- Cricket
- *Cross country skiing
- *Elephant Riding
- *Fell running
- *Fencing
- Fishing
- Football
- *Glacier Skiing
- *Go- Karting
- Golf
- Hockey
- *Horse Riding
- *Horse Trekking
- *Hot air ballooning
- Ice Skating (on recognised ski rinks)
- *Jet Biking
- *Jet Skiing
- Kitesurfing
- Monoskiing
- *Mountain bicycling on tarmac
- Netball
- Orienteering
- *Paintball
- Pony Trekking
- Racquetball
- Road Cycling
- Roller skating
- Rounders
- Running
- Sailing (within 20 Nautical Miles of the coastline)
- *Sailing (outside 20 Nautical Miles of the coastline)
- Scuba Diving † (see note below)
- *Ski touring
- *Skidoo/snowmobiling
- Skiing (on piste or off piste with a guide)
- *Snowblading
- Snowboarding (on piste or off piste with a guide)
- Snowshoeing
- Squash
- Surfing
- Table Tennis
- Tennis
- *Tobogganing
- Trampolining
- Trekking (up to 4000 metres without use of climbing equipment)
- Volleyball
- *War games
- Water polo
- Water Skiing
- Wind Surfing
- Yachting (within 20 Nautical Miles of the coastline)
- *Yachting (outside 20 Nautical Miles of the coastline)
- Zorbing

† Scuba diving – scuba diving to the following depths, when **you** hold the following qualifications, and are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organisation:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 35 metres
- BSAC Dive Leader – 50 metres

We must agree with any equivalent qualification. If **you** do not hold a qualification, **we** will only cover **you** to dive to a depth of 18 metres.

SECTION A - EMERGENCY MEDICAL EXPENSES

This is not private medical insurance

If **you** become unexpectedly ill, injured or have a complication of pregnancy and **you** require in-patient treatment, repatriation or it is likely that the costs will exceed £500 then **you** must contact **us** on:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

We may:

- move **you** from one hospital to another; and/or
- return **you** to **your home** in the **country of residence**; or move **you** to the most suitable hospital in the **country of residence**;

at any time, if **we** and the treating **medical practitioner** believe that it is **medically necessary** and safe to do so.

If **our** Chief Medical Officer advises a date when it is feasible and practical to repatriate you, but **you** choose not to be repatriated, **our** liability to pay any further costs under this section after that date will be limited to what **we** would have paid if **your** repatriation had taken place.

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** for costs incurred outside **your country of residence** for:

- All reasonable and necessary expenses which arise as a result of a **medical emergency** involving you. This includes **medical practitioners'** fees, hospital expenses, medical treatment and all the costs of transporting **you** to the nearest suitable hospital, when deemed necessary by a recognised **medical practitioner**.
- All reasonable and necessary emergency medical expenses for all infants born following **complications of pregnancy** during a **trip**. Claims involving multiple births are considered to be one event.
- Emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth solely to relieve distress in eating.
- With **our** prior authorisation, additional travelling costs to repatriate **you** to **your home** when recommended by **our** Chief Medical Officer, including the cost of a medical escort if necessary. Repatriation expenses will be in the identical class of travel utilised on the **outward journey** unless **we** agree otherwise.
- With **our** prior authorisation, and if deemed **medically necessary** by **our** Chief Medical Officer:
 - all necessary and reasonable accommodation (room only) and travel expenses incurred if it is **medically necessary** for **you** to stay beyond **your** scheduled return date, and including travel costs, back to **your country of residence** if **you** cannot use **your** original ticket.
 - all necessary and reasonable accommodation (room only) and travel expenses incurred by any one other person if required on medical advice to accompany **you** or escort a child **home** to **your country of residence**.
 - all necessary and reasonable accommodation (room only) and travel expenses for a friend or **close relative** to travel from the **country of residence** to escort **beneficiaries** under the age of 18 to **your home** in the **country of residence** if **you** are physically unable to take care of them and are travelling alone. If **you** cannot nominate a person **we** will then select a competent person. If the original pre-booked return ticket(s) for the child cannot be used, **we** will pay for economy one way travel to return the child to the **home**. **We** will not pay for travel and/or accommodation that has not been arranged through **us** or incurred without **our** prior approval.
- If **you** die abroad:
 - cremation or burial charges in the country in which **you** die; or
 - transportation charges for returning **your** body or ashes back to **your country of residence**.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

WHAT IS NOT COVERED

- The **excess** as shown in the **Benefit Table** per **beneficiary** for each and every claim except where **you** have used the European Health Insurance Card and it has been accepted by the treating facility.
- Any claim arising directly or indirectly from any **pre-existing medical condition**.
- Any claim arising from pregnancy related conditions not due to **complications of pregnancy** which first arise after departing on **your trip**. Normal pregnancy or childbirth, or travelling when **your medical practitioner** has recorded **your** pregnancy as being at heightened risk of premature birth, would not constitute an unforeseen event.
- Claims where **you** unreasonably refuse the medical repatriation services **we** agree to provide and pay for under this policy. If **you** choose alternative medical repatriation services **you** must notify **us** in writing in advance and it will be at **your** own risk and own cost.
- Any costs **you** incur outside the **country of residence** after the date **our** Chief Medical Officer tells **you** should return **home** or **we** arrange for **you** to return **home**. (**Our** liability to pay further costs under this section after that date will be limited to

- what **we** would have paid if **your** repatriation had taken place).
6. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
 7. Any expenses which are not usual, reasonable or customary to treat **your bodily injury** or illness.
 8. Any treatment or diagnostic testing that was pre-planned or pre-known by you.
 9. Any form of treatment or surgery which in the opinion of **our** Chief Medical Officer can be reasonably delayed until **your** return to the **country of residence**.
 10. Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside the **country of residence** unless stolen or damaged.
 11. Additional costs arising from single or private room accommodation.
 12. Treatment or services provided by a private clinic or hospital, health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by **us**.
 13. Treatment costs for cosmetic reasons unless **our** Chief Medical Officer agrees such treatment is necessary as a result of an accident covered by this policy.
 14. Any expenses incurred after **you** have returned to **your country of residence** unless previously agreed to by **us**.
 15. Expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations or vaccinations and/or taken the recommended medication.
 16. The cost of flight tickets exceeding economy class for an accompanying non-medical escort in the event of medical repatriation (any increase in cost due to requested upgraded flight tickets must be at the personal expense of the person(s) travelling).
 17. The cost of dental treatment involving the provision of dentures, artificial teeth or the use of precious metals and not for the immediate relief of pain.
 18. Any costs incurred in Australia where **you** would have been eligible and had the opportunity to enrol in the Medicare scheme and **you** have failed to do so.
 19. Costs of telephone calls, other than calls to **us** notifying them of the problem for which **you** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
 20. Air-sea rescue costs.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION B - CANCELLATION OR CURTAILMENT

CANCELLATION

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** travelling together for irrecoverable unused travel and accommodation costs and any pre-paid excursions, tours or activities at **your trip** destination which **you** have paid or will have to pay for **beneficiaries** together with any reasonable additional travel expenses incurred if cancellation or rebooking of the **trip** is necessary and unavoidable as a result of any of the following changes in circumstances, which are beyond **your** control, and of which **you** were unaware at the time **you** booked **your trip** or began **your trip**, whichever is the later:

- a. Unforeseen illness, injury, complication of pregnancy or death of you, a **close relative** or any person with whom **you** are travelling or staying during **your trip**.
- b. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of **you** or **your** travelling companion(s).
- c. The emergency services requesting **you** to remain at or subsequently return **home** due to serious damage to **your home** or business (where the policyholder is the owner, manager or principal of the business) caused by a third party that is not related to you.
- d. **Your** redundancy where **you** are in permanent employment, and have passed **your** probationary period, with **your** employer.
- e. If **You** or any travelling companion or person **you** are staying with on **your trip**, are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled for operational reasons, provided that such cancellation or **curtailment** could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip** (whichever is the later).
- f. If **your outward journey** on scheduled **public transport** is delayed at the final departure point for more than 24 hours from the scheduled time of departure due to **strike or industrial action**; or **adverse weather conditions**; or mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which **you** are booked to travel.
- g. If the car which **you** intended to use for **your trip** is stolen, or damaged and is unroadworthy, within seven days of the original departure date, and repairs are unable to be completed by the day of departure, only the costs of an equivalent hire car will be covered and no cancellation costs will be paid.

Please refer to MAKING A CLAIM for the documents **you** would need to provide.

WHAT IS NOT COVERED

1. The cost of recoverable airport charges, ATOL fees, levies and taxes.
2. Claims where **you** delay or fail to notify the travel agent, tour operator or provider of transport/ accommodation, at the time it is found necessary to cancel the **trip**. **Our** liability shall be restricted to the cancellation charges that would have applied had failure or delay not occurred.
3. Claims for unused travel tickets to a destination where **we** have already paid for **your** alternative travel arrangements.
4. Claims for abandonment where **you** have not obtained confirmation from the carriers (or their handling agents) of the length and reason for the delay.
5. Any claim arising from **complications of pregnancy** which first arise before booking or paying for the **trip**, whichever is later
6. Any claim resulting from a change of plans due to **your** financial circumstances except if **you** are made redundant whilst in permanent employment with the same employer for 2 years or more
7. Claims where documented evidence that authorised leave is cancelled for unforeseen operational reasons is not provided.
8. Any rebooking costs that exceed the cost of **your** originally booked **trip**.
9. Claims where **you** have not checked in according to the itinerary supplied to you.
10. Abandonment after the first leg of a **trip**.
11. Any expenses when reasonable alternative travel arrangements have been made available within 24 hours of the scheduled departure time.
12. Any claims for abandonment under this section if **you** have claimed under Section H – Delayed Departure.
13. Any claim resulting from the delay or change to **your** booked **trip** because of Government action or restrictive regulations.
14. Any amount for which **you** have claimed under **Curtailment**.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

CURTAILMENT

YOU MUST ALWAYS CONTACT US BEFORE CURTAILING YOUR TRIP

Telephone Numbers:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** travelling together for irrecoverable unused travel and accommodation costs and any pre-paid excursions, tours or activities at **your trip** destination which **you** have paid or will have to pay for **beneficiaries** together with any reasonable additional travel expenses incurred if the **trip** is curtailed before completion as a result of any of the following changes in circumstances, which are beyond **your** control, and of which **you** were unaware at the time **you** booked **your trip** or began **your trip**, whichever is the later:

- a. Unforeseen illness, injury, complication of pregnancy or death of you, a **close relative** or any person with whom **you** are travelling or staying during **your trip**.
- b. The emergency services requesting **you** to remain at or subsequently return **home** due to serious damage to **your home** or business (where the policyholder is the owner, manager or principal of the business) caused by a third party that is not related to you.
- c. If **you** or any travelling companion or person **you** are staying with on **your trip**, are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled for operational reasons, provided that such cancellation or **curtailment** could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip** (whichever is the later).

Please refer to MAKING A CLAIM for the documents **you** would need to provide.

PLEASE NOTE: Reimbursement will be calculated strictly from the date **you** return to **your home** in **your country of residence**.

WHAT IS NOT COVERED

1. Any claim where **you** do not get pre-authorisation from **us** before returning to **your country of residence**. **We** will confirm the necessity to return **home** before **curtailment** due to **bodily injury** or illness.
2. Any costs for transportation and/ or accommodation not arranged by **us** or incurred without **our** prior approval.
3. Any claim arising from **complications of pregnancy** which first arise before departing on **your trip**.
4. Any amount for which **you** have claimed under Cancellation.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

IMPORTANT LIMITATIONS UNDER SECTION A - CANCELLATION OR CURTAILMENT

This policy will not cover any claims arising directly or indirectly from any **pre-existing medical condition** known to **you** prior to **you** purchasing the policy or prior to booking any **trip** (whichever is the later), affecting any **close relative**, any person with whom **you** are travelling, or staying during **your trip** if:

- a. a terminal diagnosis had been given by a **medical practitioner**; or
- b. they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic;
- c. during the 90 days immediately prior to **you** purchasing the policy or prior to booking any **trip** (whichever is later) they had required surgery, inpatient treatment or hospital consultations.

Please refer to MAKING A CLAIM for the documents **you** would need to provide.

WHAT IS NOT COVERED UNDER CANCELLATION OR CURTAILMENT

1. The **excess** as shown in the **Benefit Table** per **beneficiary** for each and every claim.
2. Any **pre-existing medical conditions**.
3. Any claim relating to IVF treatment
4. Claims where **you** have not provided the necessary documentation requested by **us**.
5. Any claim arising directly or indirectly from circumstances known to **you** prior to the date **you** purchased the policy or the time of booking or commencing any **trip** (whichever is later) which could reasonably have been expected to give rise to a claim.
6. Any costs for cancellation or **curtailment** of the **trip** due to **bodily injury** or illness where **you** do not provide a medical certificate from the **medical practitioner** treating the injured/ill person, stating that it was necessary for **you** to cancel and prevented **you** from travelling or return to **your country of residence** due to **bodily injury** or illness.
7. Claims for travelling companions if they are not **beneficiaries**.
8. Any costs paid for using any airline mileage reward scheme, for example Avios (formerly air miles), or any card bonus point schemes, any Timeshare, Holiday Property Bond or other holiday point's scheme and/or any associated maintenance fees.
9. Any costs or charges for which the **public transport** provider will compensate you.
10. Claims where **you** have not complied with the terms of contract of the travel agent, tour operator or provider of transport.
11. **Strike or industrial action** or air traffic control delay existing or publicly declared by the date these benefits became effective or **you** booked **your trip** (whichever is the earlier).
12. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority, a Port Authority or any similar body in any country.
13. Any claim resulting from the failure of the provider of any service forming part of **your** booked **trip** to provide any part of **your** booked **trip** (apart from excursions) including error, insolvency, omission or default.
14. Any cancellation or **curtailment** caused by work commitment or amendment of **your** holiday entitlement by **your** employer unless **you** or any travelling companion or person **you** are staying with on **your trip** are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled for operational reasons.
15. Any claim resulting from **your** inability to travel due to failure to hold, obtain or produce a valid passport or any required visas of any member of the travelling party.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION C - BAGGAGE DELAY

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** in total for all **beneficiaries** travelling together, for the emergency replacement of clothing, medication and toiletries if the checked in **baggage** is temporarily lost in transit during the **outward journey** and not returned to **you** within 4 hours of **your** arrival, provided written confirmation is obtained from the airline, confirming the number of hours the **baggage** was delayed.

If the loss is permanent the amount will be deducted from the final amount to be paid under Section M – Baggage.

IMPORTANT CLAIM CONDITIONS

1. **You** must obtain written confirmation from the carrier, confirming the number of hours the **baggage** was delayed. **You** must:
 - obtain a Property Irregularity Report from the airline or their handling agents
 - give written notice of the claim within the time limitations of the carrier and retain a copy.
 - retain all travel tickets and tags to submit with a claim.
2. All amounts are only for actual receipted expenses in **excess** of any compensation paid by the carrier.
3. The amounts shown in the **Benefit Table** are the total for each delay irrespective of the number of **beneficiaries** travelling together.
4. If the **covered card** could not be used for the essential purchases, itemised receipt for these purchases must be retained.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

WHAT IS NOT COVERED

1. Claims which do not relate to **your outward journey** on a **trip** outside of **your country of residence**.
2. Claims due to delay, confiscation or detention by customs or other authority.
3. Claims arising from **baggage** shipped as freight or under a bill of lading.
4. Any costs or charges for which any carrier or provider must, has or will compensate you.
5. Reimbursement for items purchased after **your baggage** was returned.
6. Reimbursement where itemised receipts are not provided.
7. Claims where **you** do not obtain written confirmation from the carrier (or their handling agents), confirming the number of hours the **baggage** was delayed and when the **baggage** was returned to you.
8. Any purchases made outside of 4 days of the actual arrival at the destination.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION D - VALUABLES, PERSONAL MONEY, AND TRAVEL DOCUMENTS

WHAT IS COVERED

VALUABLES

Up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** travelling together, for the accidental loss of, **theft** of or damage to **valuables**.

The amount payable will be the value at the time of purchase less a deduction for wear and tear based on the age of the property as shown in the table below, (or if the item can be repaired economically **we** will pay the cost of repair only).

PERSONAL MONEY

Up to the amounts shown in the **Benefit Table** per **trip** for all **beneficiaries** travelling together for the accidental loss of, **theft** of or damage to **personal money**.

TRAVEL DOCUMENTS

Up to the amount shown in the **Benefit Table** for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **your** lost or stolen travel documents as well as the pro-rata cost of the lost or stolen document.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

IMPORTANT CLAIM CONDITIONS

1. If **valuables** are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **you** must report to them, in writing, details of the incident. **You** must obtain an official report from the local police within 24 hours.
2. If **valuables** are lost, stolen or damaged whilst in the care of an airline **you** must:
 - obtain a Property Irregularity Report from the airline at the airport when the incident occurs.
 - give written notice of the claim to the airline within the time limitations of the carriage or the handling agents and please retain a copy.
 - retain all travel tickets and tags to submit with a claim.
3. **You** must provide an original receipt or proof of ownership for items to help to substantiate **your** claim.
4. Any amounts paid under Section C - Baggage Delay will be deducted from the final amount to be paid under this section.

WHAT IS NOT COVERED

1. The **excess** as shown in the **Benefit Table** per **beneficiary** for each and every claim.
2. Claims which are not supported by the proof of ownership or insurance valuation (obtained prior to the loss) of the item(s) lost, stolen or damaged.
3. Incidents of loss or **theft** of **valuables** which are not reported to the local police within 24 hours of discovery and a written report is not obtained; A Holiday Representatives Report is not sufficient.
4. Items damaged whilst **you** are on a **trip** when **you** do not obtain a damage/repair statement from an appropriate agent within 7 days of **your** return to **your country of residence**.
5. Loss or damage due to delay, confiscation or detention by **customs** or other authority.
6. Cheques, traveller's cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, if **you** have not followed the issuer's instructions.
7. Mobile phones and their accessories
8. Claims relating to currency when **you** do not produce evidence of the withdrawal.
9. Unset precious stones, contact or corneal lenses, non-prescription spectacles or sunglasses without a receipt, hearing aids, dental or medical fittings, cosmetics, perfumes, tobacco, vaporisers or E-cigarettes, alcohol, antiques, musical instruments, deeds, manuscripts, securities, perishable goods, surfboards/sailboards, bicycles, marine equipment or craft or any related equipment or fittings of any kind and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage). Damage to china, glass (other than glass in watch faces,

prescription spectacles and sunglasses, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, **theft**, or accident to the transportation vehicle or vessel in which they are being carried.

10. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
11. Any amounts already paid under Section C – Baggage Delay.
12. All items used in connection with **your** business, trade, profession or occupation.
13. Damage **caused** by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moths, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
14. Depreciation in value, variations in exchange rates or loss due to error or omission by **you** or a third party.
15. Claims arising from loss or **theft** from **your** accommodation unless there is evidence of forced entry which is confirmed by a police report.
16. **Valuables** or **personal money** or passport left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or locked safety deposit box. If items are stolen from a hotel safe or safety deposit box, any claims where **you** have not reported the incident to the hotel in writing and obtained an official report from the appropriate local authority.
17. Claims arising from damage caused by leakage of powder or liquid carried within **baggage**.
18. Claims arising from **baggage** shipped as freight

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION E - HOSPITAL BENEFIT

WHAT IS COVERED

If **we** accept a claim under Section A – Emergency Medical Expenses, **we** will also pay **you** up to the amount shown in the **Benefit Table** for incidental expenses for each continuous 24 hour period that **you** have to spend in hospital as an in-patient outside the **country of residence**.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

WHAT IS NOT COVERED

1. Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **medical condition** which necessitated **your** admittance into hospital.
2. Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing **home** or any rehabilitation centre.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION F - PERSONAL LIABILITY

WHAT IS COVERED

Up to the amount shown in the **Benefit Table**, against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any event occurring during a **trip** outside of the **country of residence** in respect of accidental:

1. **Bodily injury**, death, illness or disease to any person who is not in **your** employment or who is not a relative, **close relative** or member of **your** household.
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of you, a relative, **close relative**, anyone in **your** employment or any member of **your** household other than any temporary holiday accommodation occupied (but not owned) by you.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

IMPORTANT CLAIMS CONDITIONS

1. **You** must give **us** written notice as soon as possible of any incident, which may give rise to a claim.
2. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** written consent.
3. **We** will be entitled if **we** so desire to take over and conduct in **your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** shall give **us** all necessary information and assistance which **we** may require.
4. In the event of **your** death, **your** legal representative(s) will have the protection of the **Benefit Table** provided that such representative(s) comply (ies) with the terms and conditions outlined in this document.

WHAT IS NOT COVERED

Compensation or legal costs arising from:

- a. Liability which has been assumed by **you** which would not apply had **you** not agreed to take on the liability.
- b. Pursuit of any **business**, trade, paid or unpaid voluntary work, profession or occupation or the supply of goods or services.
- c. Ownership, possession or **use** of firearms, vehicles, aircraft or watercraft (other than surfboards or manually propelled

- rowboats, punts, canoes).
- d. The transmission of any communicable disease or virus.
- e. Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **we** will not pay for the first €250 of each and every claim arising from the same incident).
- f. **Your** criminal, malicious or deliberate acts.
- g. Punitive or exemplary damages

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION G - LEGAL EXPENSES

DEFINITIONS - APPLICABLE TO THIS SECTION

| | |
|------------------------|--|
| ADVISER | specialist solicitors or their agents. |
| ADVISER'S COSTS | reasonable fees and disbursements incurred by the adviser with our prior written authority. Legal and accounting expenses shall be assessed on the standard basis and third party costs shall be covered if awarded against you and paid on the standard basis of assessment. |
| PANEL | our panel of advisers who may be appointed by us to act for you . |

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** for legal costs to pursue a civil action for compensation if someone else **causes your bodily injury**, illness or death during **your trip**. **We** will also pay reasonable costs for an interpreter **we** have selected for court proceedings.

HOW WE SETTLE LEGAL EXPENSES CLAIMS

We will appoint a member of **our panel** to handle **your** case. However, should **you** choose to appoint an **adviser** to act on **your** behalf, **you** must notify **us** immediately to that effect. **We** will, upon receipt of **your** notice, advise **you** of any conditions concerning such appointment.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

SPECIAL CONDITIONS

1. **You** must notify **us** of claims as soon as reasonably possible and in any event within 90 days of **you** becoming aware of an incident which may generate a claim.
2. **We** will provide **you** with a claim form which must be returned promptly with all information **we** require. **You** must supply at **your** own expense all of the information which **we** require to decide whether a claim may be accepted.
3. **We** will only authorise a legal **adviser** if there is a reasonable prospect of success.
4. **We** will only be liable for **adviser's costs** for work expressly authorised by **us** in advance in writing and undertaken where there are reasonable prospects of success. In the event that **you** instruct an **adviser** of **your** choice instead of the **panel adviser** appointed by **us**, **your adviser's costs** will be covered to the extent that they do not exceed **our** standard **panel adviser's costs**.
5. **We** will not initiate legal proceedings in more than one country for the same occurrence.
6. **We** may choose to conduct legal proceedings in the United States of America or Canada under the contingency fee system operating in those countries.

WHAT IS NOT COVERED

1. Any claim where **we** think there is not more than a 51% chance of **you** winning the case or achieving a reasonable settlement.
2. Costs or expenses incurred before **we** accept **your** claim in writing.
3. Claims not notified to **us** within 90 days of the incident or as soon as reasonably possible.
4. Claims against a carrier, the travel or holiday agent or tour operator arranging any **trip**, **us**, Inter Partner Assistance, AXA Travel Insurance Limited or their agents, or **your** employer.
5. Claims against someone **you** were travelling with or another **beneficiary** or any other person covered under any Curve policy.
6. Legal action where in **our** opinion the estimated amount of compensation is less than € 750 or where **you** do not have a reasonable chance of success.
7. Actions undertaken in more than one country.
8. Lawyers' fees incurred on the condition that **your** action is successful.
9. Penalties or fines which a Court awards against you.
10. Claims by **you** other than in **your** private capacity.
11. Any claims occurring when travelling in **your country of residence**.

12. Claims arising from when **you** are travelling in **your country of residence**.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION H - DELAYED DEPARTURE AND ABANDONMENT

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** for costs incurred in the terminal in respect of restaurant meals, refreshments consumed and hotel accommodation if **you** have arrived at the terminal and have checked in or attempted to check in during **your outward journey** or **homeward journey** and the departure of **your** pre-booked scheduled **public transport** is delayed at the final departure point for more than 4 hours from the scheduled departure time due to:

1. **strike or industrial action**; or
2. **adverse weather conditions**; or
3. mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which **you** are booked to travel;

PLEASE NOTE: If after a minimum of 24 hours delay on **your outward journey** and the period of **your trip** is reduced by more than 25% of the original pre-booked duration, **you** may choose to submit a cancellation claim under Section A – Cancellation and Curtailment. A refund or alternative compensation must initially be sought from the travel provider.

Please refer to MAKING A CLAIM for the documents **you** would need to provide.

WHAT IS NOT COVERED

1. Any costs or charges for which any carrier or provider must, has or will reimburse **you** and all amounts paid in compensation by the carrier.
2. Claims where **you** have not checked in or attempted to check in according to the itinerary supplied to you. **You** must also arrive at the departure point before the advised departure time.
3. Claims where **you** have not complied with the terms of contract of the travel agent, **tour** operator or provider of transport.
4. Claims where **you** have not obtained confirmation from the carriers (or their handling agents) in writing of the number of **hours** of delay and the reason for the delay.
5. **Strike or industrial action** or air traffic control delay which had commenced or for which the start date had been announced before **you** made **your** travel arrangements for **your trip**, and/or **you** purchased the policy.
6. Withdrawal from service (temporary or otherwise) of **public transport** on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
7. Any claim where **you** have not been delayed for more than 4 hours of the scheduled departure time.
8. Any claims for delayed departure under this section if **you** have claimed under Section B - Cancellation or **Curtailment**.
9. Privately chartered flights.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION I - PERSONAL ACCIDENT

WHAT IS COVERED

Up to the amount shown in the **Benefit Table**, if **you** suffer a **bodily injury** caused by an accident during a **trip**, which within 12 months directly results in **your**

- Death; or
- **Loss of sight**; or
- **Loss of limb**; or
- Permanent Total Disablement

If **you** suffer from **loss of limb** or **loss of sight**, the following amounts may be paid, but in any case will not exceed 100% of the benefit amount for permanent total disablement.

| Loss of: | Benefit Amount |
|--|---|
| Both hands | 100% of the Permanent Total Disablement Benefit |
| Both feet | |
| Entire sight in both eyes | |
| One hand and one foot | |
| One hand or foot and the entire sight of one eye | |
| One hand | 50% of the Permanent Total Disablement Benefit |
| One foot | |
| The entire sight of one eye | |

Please refer to MAKING A CLAIM for the documents **you** would need to provide

IMPORTANT CLAIMS CONDITIONS

1. **Our medical practitioner** may examine **you** as often as may be reasonably necessary prior to paying a claim.
2. The benefit is not payable under permanent total disablement, until one year after the date **you** sustain **bodily injury**.
3. **We** will not pay more than one benefit for the same **bodily injury**.

WHAT IS NOT COVERED

1. Any claim arising directly or indirectly from any **pre-existing medical conditions**.
2. Any claim when **you** are not travelling on **public transport**
3. Any disability or death that is caused by a worsening of physical health (e.g. a stroke or a heart attack) and not as a direct result of a **bodily injury**.
4. Payment under permanent total disablement one year before the date **you** sustain **bodily injury**.
5. Normal and habitual travel between **your home** and place of employment or second residence will not be considered as a covered **trip**.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION J - HIJACK COVER

WHAT IS COVERED

Up to the amounts shown in the **Benefit Table** for each 24 hours **you** are detained in the event that the aircraft or sea vessel in which **you** are travelling as a fare paying passenger is hijacked.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION K - PERSONAL POSSESSIONS MUGGING

DEFINITIONS - APPLICABLE TO THIS SECTION

| | |
|-----------------------------|--|
| COVERED KEYS | the keys to your main home and vehicle in your country of residence . |
| COVERED PAPERS | your passport, national identity card, driving licence and car registration documents. |
| HANDBAG/WALLET | your handbag, satchel, briefcase, wallet, purse or card holder wallet, all purchased new by you . |
| PERSONAL POSSESSIONS | your covered keys, covered papers, handbag/wallet and portable electronics . |
| PORTABLE ELECTRONICS | your mobile telephone, portable communication devices, MP3/4 players and cameras carried on your person or within your handbag/wallet . |
| YOU/YOUR | the Cardholder . |

WHAT IS COVERED

If **you** are **assaulted** during a **trip** abroad and **your personal possessions** are stolen at the same time as **your covered card** **we** will pay up to the amount shown in the **Benefit Table** to replace **your personal possessions** (including locks associated with **covered keys**).

Payment will be made based on the value of the personal possession(s) at the time they were stolen. A deduction will be made for wear, tear and loss of value depending on the age of the property.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

WHAT IS NOT COVERED

1. Claims where **you** do not contact Curve immediately to notify them of the loss of **your covered card**.
2. Claims which are not reported within 24 hours of an incident to the local police and which are not supported by a local police report.
3. Loss of items not connected to **assault**.
4. Incidents not reported to **us** within 72 hours of the attack/robbery.
5. Claims which are not supported by the original receipt or proof of ownership of the stolen **personal possessions**.
6. Items over 5 years of age.
7. Any item left **unattended** at any time.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION L - GADGET COVER

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** for the accidental loss of, **theft** of, or damage to **gadgets**.

The amount payable will be the value at today's prices less a deduction for wear tear and depreciation (loss of value).

If a **gadget** that is accidentally lost, stolen or damaged is also covered under Section M – Baggage cover **you** can only claim under one section for the same item.

Please note: Under Black cover, mobile phones are only covered for loss or theft.

Please note: Mobile phones are limited to one claim within a 365 day period.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

SPECIAL CONDITIONS RELATING TO CLAIMS

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at **your** own expense) a written report of the loss or **theft** of all **gadgets**.
2. **You** must provide (at **your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **you** to substantiate **your** claim.

WHAT IS NOT COVERED

1. The **excess** as shown in the **Benefit Table** per **beneficiary** for each and every claim.
2. loss of, **theft** of, or damage to any accessories if the **gadget** that they are an accessory to is not also lost, stolen or damaged;
3. Loss of, **theft** of, or damage to **gadgets**, left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
4. Loss due to delay, confiscation or detention by customs or any other authority.
5. Loss caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
6. Anything mentioned in What is not covered applicable to all sections of the policy.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION M - BAGGAGE

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** travelling together, for the accidental loss of, **theft** of or damage to **baggage**.

The amount payable will be the value at the time of purchase less a deduction for wear and tear based on the age of the property as shown in the table below, (or if the item can be repaired economically **we** will pay the cost of repair only).

The maximum **we** will pay for any one article, **pair or set** of articles is equal to the Single Item Limit shown in the **Benefit Table**.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

IMPORTANT CLAIM CONDITIONS

1. If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **you** must report to them, in writing, details of the incident. **You** must obtain an official report from the local police within 24 hours.
2. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - obtain a Property Irregularity Report from the airline at the airport when the incident occurs.
 - give written notice of the claim to the airline within the time limitations of the carriage or the handling agents and please retain a copy.
 - retain all travel tickets and tags to submit with a claim.
3. **You** must provide an original receipt or proof of ownership for items to help to substantiate **your** claim.
4. Any amounts paid under Section C - Baggage Delay, or Section D - Valuables, Money and Travel Documents. will be deducted from the final amount to be paid under this section.

WHAT IS NOT COVERED

1. The **excess** as shown in the **Benefit Table** per **beneficiary** for each and every claim.
2. Claims which are not supported by the proof of ownership or insurance valuation (obtained prior to the loss) of the item(s) lost, stolen or damaged.
3. Incidents of loss or **theft** of **baggage** or **valuables** which are not reported to the local police within 24 hours of discovery and a written report is not obtained; A Holiday Representatives Report is not sufficient.
4. Items damaged whilst **you** are on a **trip** when **you** do not obtain a damage/repair statement from an appropriate agent

within 7 days of **your** return to **your country of residence**.

5. Loss or damage due to delay, confiscation or detention by customs or other authority.
6. Cheques, traveller's cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, if **you** have not followed the issuer's instructions.
7. Claims relating to currency when **you** do not produce evidence of the withdrawal.
8. Unset precious stones, contact or corneal lenses, non-prescription spectacles or sunglasses without a receipt, hearing aids, dental or medical fittings, cosmetics, perfumes, tobacco, vaporisers or E-cigarettes, drones, alcohol, antiques, musical instruments, deeds, manuscripts, securities, perishable goods, surfboards/sailboards, bicycles, marine equipment or craft or any related equipment or fittings of any kind and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage). Damage to china, glass (other than glass in watch faces, prescription spectacles and sunglasses, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, **theft**, or accident to the transportation vehicle or vessel in which they are being carried.
9. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
10. Any amounts already paid under Section C – Baggage Delay.
11. All items used in connection with **your** business, trade, profession or occupation.
12. Damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moths, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
13. Depreciation in value, variations in exchange rates or loss due to error or omission by **you** or a third party.
14. Claims arising from loss or **theft** from **your** accommodation unless there is evidence of forced entry which is confirmed by a police report.
15. **Valuables** or **personal money** or passport left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or locked safety deposit box. If items are stolen from a hotel safe or safety deposit box, any claims where **you** have not reported the incident to the hotel in writing and obtained an official report from the appropriate local authority.
16. Claims arising from damage caused by leakage of powder or liquid carried within **baggage**.
17. Claims arising from **baggage** shipped as freight

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION N - RENTAL CAR COLLISION DAMAGE EXCESS WAIVER

DEFINITIONS - APPLICABLE TO THIS SECTION

| | |
|---------------------------------|---|
| EXCESS | the part of the claim for which the Cardholder remains financially responsible in the rental agreement and has not taken out any other rental vehicle insurance . |
| RENTAL VEHICLE | passenger cars, estate cars and vans, authorised to carry up to nine people authorised to use public roads. Rental vehicles hired on a daily or weekly basis from an authorised rental agency or hire car firm, must be paid for in full with your covered card . This cover is limited to no more than 31 days. Collision Damage Waiver is only valid for rental vehicles rented and driven whilst on a valid trip . |
| RENTAL PERIOD | the period shown on the rental agreement lasting no longer than 31 days. |
| RENTAL VEHICLE INSURANCE | the primary insurance held by a licensed car rental agency or company in respect of the rental vehicle covering risks such as third party liability, or theft of the rental vehicle . |
| YOU/YOUR | the Cardholder being the named first driver in the rental agreement, being at least 21 years of age and under 80 years of age, in possession of a valid driver's license valid for the class of rental vehicle . |

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** for the amount of the **excess** (when the rental car company covers damages to the **rental vehicle** over and above the **excess** by means of another contract or **rental vehicle insurance**) if the licensed rental agency or company holds **you** responsible for costs arising from material damage to the **rental vehicle** during the **rental period** resulting from damage, fire, vandalism, or **theft** of the **rental vehicle** and for subsequent loss of revenue while the **rental vehicle** is unavailable for hire as a result of such damage or loss; or

1. material damage to the **rental vehicle** during the period of hire resulting from damage, fire, vandalism, or **theft** of the **rental vehicle**, including its tyres or glass;
2. any claim from the rental company for subsequent loss of revenue whilst the **rental vehicle** is unavailable for hire as a result of such damage or loss.

Please refer to MAKING A CLAIM for the documents **you** would need to provide

WHAT IS NOT COVERED

1. Cover will not apply to **you** if you:
 - do not hold a valid driving license for the class of **rental vehicle** being driven (such licence issued in the **country of residence** or in the country issuing **your** passport);
 - have more than three convictions for speeding or has collected more than nine points on their driving licence within the five years prior to the **trip**;
 - have any conviction (or pending prosecution) for driving whilst **under the influence** of a drug or drugs or drink driving; or had a conviction or period of disqualification (or is awaiting prosecution) for **dangerous** driving and/or careless driving offence;
 - are under 21 or over 79 years of age;
 - violate the conditions of the rental agreement.
2. Cover will not apply in respect of the following types of **rental vehicle**:
 - mopeds and motorbikes; limousines, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
 - **rental vehicles** with a retail purchase price exceeding €35,000 (or local currency equivalent);
 - **rental vehicles** being used for reward, motor racing, rallies, speed, endurance tests, track days, or practising for such events.
 - **rental vehicles** used for commercial purposes.
3. Renting more than one **rental vehicle** at any one time.
4. Rentals of more than the duration specified in the rental agreement or more than 31 days.
5. Revolving, lease type rentals.
6. Rental of vehicles on an hourly (or less) basis where the **rental vehicle** is not physically checked in and out by a representative of the licensed car rental agency.
7. Any claim value under £/€ 75 for each incident that **you** claim for.
8. **We** will only pay in **excess** of any insurance which is included in the rental agreement, **rental vehicle insurance** or any other insurance that **you** hold which covers the same incident.
9. Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing, or being used for a purpose other than stated in the rental agreement.
10. Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
11. Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the **rental vehicle** or caused by wear and tear, insects or vermin.
12. Any costs where **you** admit liability, negotiate, make and promise or agree any settlement.
13. Any fines (including but not limited to speeding fines, parking fines) and punitive damages.
14. The amount of the indemnity **you** are entitled to claim from any other insurance whether or not the insurer refuses the claim or fail to settle for any reason whatsoever.
15. Benefits payable under, any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the former, in any state or territory.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

MAKING A CLAIM

In the event of an emergency **you** should call **us** on:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

For all other claims please call **our** claims helpline on:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

(Monday - Friday 09:00 – 17:00)

to obtain a claim form. **You** will need to give:

- **your** name
- **your** policy number
- brief details of **your** claim.

We ask that **you** notify **us** within 28 days (unless otherwise stated) of **you** becoming aware of needing to make a claim and return the completed claim forms with any additional requested documentation as soon as possible.

Please keep a copy of all documents sent to **us**. To help **us** agree a quick and fair settlement of a claim, it may sometimes be necessary for **us** to appoint a claims handling agent.

You will need to obtain some information about **your** claim while **you** are away. **We** may ask for more documentation than what is listed below to substantiate **your** claim. If **you** do not provide the necessary documentation **your** claim could be refused. Below is a list of the documents required to assist **us** to deal with **your** claim as quickly as possible.

FOR ALL CLAIMS

- **Your** original booking invoice(s) and travel documents showing the dates of travel and booking date.
- Original receipts and accounts for all out-of-pocket expenses **you** have to pay
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance that may also cover the incident.
- Any documentation **you** have to substantiate **your** claim
- For all claims relating to illness or injury a medical certificate will need to be completed by the treating **medical practitioner** treating you, a **close relative**, or any person with whom **you** are travelling or staying with. Or any claims due to a death **we** will require a medical certificate from the **medical practitioner** treating you, a **close relative**, or any person with whom **you** are travelling or staying with and a copy of their death certificate.
- Original receipts or proof of ownership for stolen, lost or damaged item(s)

MEDICAL EXPENSES

- In case of any **medical emergency you** must contact **us** on:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

as soon as possible.

- For outpatient treatment (excluding fractures) **you** should pay for the treatment. Please keep all original receipts and obtain a medical report from the hospital confirming the illness or injury, any treatment and admission and discharge dates if applicable.
- A medical report from the **medical practitioner** confirming the treatment and medical expenses.
- If there are any outstanding expenses please send a copy of the outstanding bill. Please also mark on it that it remains outstanding.
- If **you** incur any additional expenses after **our** prior authorisation, please provide these receipts.

CANCELLATION OR CURTAILMENT

CANCELLATION

- Original cancellation invoice(s) detailing all cancellation charges incurred and any refunds given.
- To submit a claim for abandonment after 24 hours delay **you** must obtain a written report from the carrier confirming the length and reason for the delay.
- If **your** claim relates to other covered circumstances **we** will detail what documents **you** would need to provide in the claim forms.

CURTAILMENT

- Original receipt or booking invoice for new flight
- Original booking invoice for any unused pre-paid excursions confirming date and amount paid.
- For all claims relating to illness or injury a medical certificate will need to be completed by the treating **medical practitioner** treating you, a **close relative**, or any person with whom **you** are travelling or staying with during the **trip**. If **you** are curtailing due to a death **we** will require a medical certificate from the **medical practitioner** treating you, a **close relative**, or any person with whom **you** are travelling or staying with during the **trip** and a copy of their death certificate.

BAGGAGE DELAY

- Property Irregularity Report (PIR) from the carrier or their handling agents.
- Letter from airline confirming reason and length of delay and when item(s) were returned to you.
- Original itemised receipts for any emergency purchases made.

PASSPORT

- Police report or embassy report confirming **you** reported to the local authorities within 24 hours of noticing the passport missing.
- Original receipts for any additional accommodation or travel expenses incurred.

HOSPITAL BENEFIT

- Original receipts for any incidental expenses incurred.
- Medical report confirming the dates of admission and discharge.

PERSONAL LIABILITY

- Detailed explanation of the circumstances surrounding the incident, including any photographs and video evidence (where applicable).
- Every writ, summons, or other correspondence received from a third party.
- Full details of any witnesses, providing written statements where possible.

LEGAL EXPENSES

- Detailed explanation of the circumstances surrounding the incident, including any photographs and video evidence (where applicable).
- Any writ, summons, or other correspondence received from a third party.
- Full details of any witnesses, providing written statements where possible.

DELAYED DEPARTURE

- Written confirmation from carrier (or their handling agents) confirming length and reason for delay.
- Original receipts for purchases of refreshments and meals, or additional accommodation if necessary.
- If after 24 hours delay on **your** initial outbound journey **you** choose to cancel, a cancellation invoice and letter from carrier confirming length and reason for delay.

PERSONAL ACCIDENT

- Detailed explanation of the circumstances surrounding the incident, including photographs and video evidence (if this applies)
- A medical certificate from the **medical practitioner** to confirm the extent of the injury and treatment given including hospital admission/discharge.
- A death certificate (where applicable),
- Full details of any witnesses, providing written statements where possible.

GADGET COVER

- A police report from the local Police in the country where the incident occurred for all loss, **theft** or attempted **theft**.
- All travel tickets and tags for submission.
- An original receipt or proof of ownership for items lost, stolen or damaged.
- Repair report where applicable.

BAGGAGE/ PERSONAL MONEY/ PASSPORT

- If lost or stolen a police report confirming **you** reported the incident to the police within 24 hours of noticing the item(s) missing.
- If lost or damaged by the carrier please obtain a PIR (Property Irregularity Report) and letter from the airline confirming the item(s) lost. Please also keep all luggage tags where possible.
- If **personal money** was lost or stolen a police report confirming what happened and what was lost, and any bank statements/ bureau de change receipt as proof of ownership.

- A damage report and repair estimate for damaged item(s)
- Keep any damaged items beyond repair as **we** may need to inspect them.

RENTAL CAR COLLISION DAMAGE WAIVER

- Rental Agreement as provided by Rental Company.
- Copy of driving licence
- Accident report.
- Bank statement or original receipt showing how much **you** have paid for the damages.

COMPLAINTS PROCEDURE

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

You can write to the Complaints Team, who will arrange an investigation on **your** behalf, at:

AXA Travel Insurance
 Head of Customer Care
 The Quadrangle
 106-118 Station Road
 Redhill
 Surrey
 RH1 1PR
 United Kingdom

Or **you** may use e-mail: claimcomplaints@axa-travel-insurance.com

Or telephone:

Black: +44 (0) 203 887 29 48

Metal: +44 (0) 203 887 29 49

We will acknowledge your complaint within 5 working days, investigate **your** complaint and endeavour to send a final response to **you** as soon as practical.

If **we** are unable to provide **you** with a final response within 4 weeks (20 working days) of receipt of **your** complaint **we** will send **you** an update. If **we** are unable to provide **you** with a final response within 8 weeks (40 working days), **we** will write to **you** explaining why and advise **you** when **you** can expect a final response.

If, after **our** investigation is complete, it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service, Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, United Kingdom; Or you can phone 0800 023 4567, free for people phoning from a 'fixed line' (for example, a landline at home), or 0300 123 9123, free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Website: www.financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.

USE OF YOUR PERSONAL DATA

Details of you, **your** insurance cover under this policy and claims will be held by **us** (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- use of sensitive information about the health or vulnerability of **you** or others involved in **your** assistance guarantees, in order to provide the services described in this policy, By using **our** services, **you** consent to **us** using such information for these purposes,
- disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

- e. obtaining and storing any relevant and appropriate supporting evidence for **your** claim, for the purpose of providing services under this policy and validating **your** claim; and
- f. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before **using** or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements **we** have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about you, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by AXA Travel Insurance Limited, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
AXA Travel Insurance Limited
106-108 Station Road
Redhill
RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at:

www.axa-assistance.com/en.privacypolicy

Alternatively, a hard copy is available from **us** on request.

CANCELLATION OF BENEFITS

These benefits are included with **your covered card**, the benefits cannot be cancelled separately. If **you** cancel the **covered card** the cover will end and all benefits will stop. Please see **your** Credit Card agreement for full details of how to cancel the **covered card**.

