



中国太平
CHINA TAIPING



Schengen Emergency Medical Insurance Policy

**Underwritten by
CHINA TAIPING INSURANCE (UK) CO LTD**

Introduction

Thank you for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so we can give you the peace of mind you deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so we have over 30 years of experience in the UK market. Our parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK to underwrite general insurance and reinsurance policies Registered in England and Wales under N. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you need.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently and sincerely listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

If you would like to find out more about us please visit our website at: www.uk.cntaiping.com



Jinhai Geng
Chief Executive
China Taiping Insurance (UK) Company Ltd

Your Policy and Insuring Clause

Your Policy

This Schengen Insurance Policy confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises several different parts which set out the terms of **your** Medical Insurance cover, which must be read together as they form **your** contract of insurance with **us** and tell **you** what is covered and what is not, what to do if **you** want to make a claim and who to call if **you** need help. **We** advise **you** to read these documents carefully to ensure that all the details are correct and that they meet **your** requirements, and that **you** understand the terms, conditions and exclusions.

The **policy** comprises the **statement of fact**, this **policy** wording and the **schedule**.

Please ensure that **you** contact **us** as appropriate, as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect **your** insurance.

Purpose of this Policy

The purpose of the **policy** is to insure **you** in accordance with the provisions of the Decision of the Council of the European Union of 22 December 2003 or any subsequent amendments of such legislation concerning insurance cover for:
"Emergency Medical Costs" and "Repatriation" required obtaining the uniform Schengen visa.

Insuring Clause

In consideration of **you** having paid, or agreed to pay, the premium required, the **insurer** will pay the **insured** or, in the event of **your** death, **your** appointed beneficiary, for reasonably incurred emergency **medical services** subject to the terms and conditions of this **policy** and any endorsements hereon and as advised and approved by **our** emergency assistance **doctors** to prevent a major aggravation of the **insured's** state of health following an **accidental bodily injury** or an **illness** caused directly and solely by accidental and visible means solely whilst the **insured** is temporarily travelling in **Europe**.

Each Section of the **policy**, the **schedule** and any endorsement(s), together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.



J H Geng

Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd

Registered Office: 2, Finch Lane, London EC3V 3NA

Authorised by the Prudential Regulation Authority and

Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number: 202690

COMPLAINTS PROCEDURE

We make every effort to deliver a high-quality service to our policyholders. If **you** have a complaint about our service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint you should contact:

The Compliance Officer
China Taiping Insurance (UK) Company Limited,
2 Finch Lane,
London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com

3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve your concerns in three working days but if we are unable to do so we will confirm to **you** that we have received your complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to your complaint in writing or, if it is not possible to respond within that time, **we** will inform you in writing within twenty business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.
6. If **we** have not completed our investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that you may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones
(If you are calling from outside of United Kingdom: 0044 20 7964 0500)
Fax: 020 7964 1001
e-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

7. Where **you** are eligible to refer your complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of our Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our**

permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

8. The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet our obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House,
15, St Botolph Street,
London EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk

YOUR RIGHT TO CANCEL

- a) **For policies with duration of less than one (1) month, e.g. 7- 14- 20 days Schengen policies:**
For policies that have a duration of less than one (1) month, **you** can cancel this policy at any time by writing to us at cic@uk.cntaiping.com providing **you** have not used this policy to obtain a Schengen visa already, **you** have not travelled and no claim has been made under this policy but please note that there will be no return premium for any cancellation.
- b) **For policies with duration of more than one (1) month, e.g. Annual Schengen policies:**
If **you** wish to cancel within 14 days of receipt of the certificate documents, the Cooling Off period, **you** may do so by writing to us at cic@uk.cntaiping.com for a full refund providing **you** have not used this policy to obtain a Schengen visa already, **you** have not travelled and no claim has been made under this policy.

For the purposes of this cancellation clause, it will be deemed that **you** will have received the policy document upon the day following the date it was sent to **you** in an automated email upon purchase of the product.

If **you** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the schedule, and no liability whatsoever shall attach to the company in respect of the policy.

Please note only the insured as shown on the schedule can cancel this policy.

- c) **Other than during the “Cooling-off period”**
If **you** don't cancel this insurance **policy** after the initial 14 days, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual premium.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against you in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** should be read carefully and if it is incorrect return it immediately to **your** insurance advisor for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim.

General Definitions and Interpretations

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule** endorsement or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Accident

means **accidental bodily injury** confirmed by a **doctor** caused by accidental violent external and visible means which occurs at an identifiable time and place.

Accidental Bodily Injury

means an identifiable physical bodily injury, **illness** or disease caused by an external unavoidable sudden unexpected unforeseen and identifiable event at a specific time and place during the **period of insurance** that results in the **insured** requiring **medical services**.

Act of Terrorism

means 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 organization(s) or government(s), 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.

Certificate

means the document showing details of the cover and which should be read with this **policy**.

Claim

means a single loss or series of losses due to one cause.

Country of residence

means the country of residence of the **insured** which is any country other than Syria, Iran, Egypt, Burma, Cuba, Democratic Republic of the Congo, North Korea, Somalia, Sudan, Zimbabwe, Belarus and Iraq.

Doctor

means a legally qualified independent medical practitioner in **Europe** where the **insured** has been authorized to enter or transit through.

Endorsement

means any additional terms relating to the insurance provided by this policy which are

- (1) not within the **policy** but attached to any **schedule** issued by the **company** or
- (2) within the **policy** and stated in the **policy schedule** as applying to this **policy**.

Excess

means the sum expressed in Pounds Sterling and being the first amount of any claim to which an excess applies and for which the **insured** is responsible.

High Risk Activities

means mountaineering, Off-piste skiing, Scuba Diving or any diving, Snow skiing/boarding, Motor Racing (as a driver and as a passenger), Winter sports, and any competitive sports practices at professional level.

Illness

means any involuntary deterioration of health detected by a **doctor**.

Insurer/Company/We/Us

means China Taiping Insurance (UK) Co. Ltd

Insured/You/Your

means each individual aged between 18 and 80 years old at the commencement of the **period of insurance** shown as the **insured** on the insurance certificate and the holder of a currently valid visa for **Europe**.

If the **insured** is aged under 18 insurance only applies if accompanied by a responsible adult.

If the **insured** reaches the age of 80 during the **period of insurance**, the insurance will continue until the next renewal date but not after that.

Medical Services

Mean any of the below listed:

- Medical acts,
- Care services including hospitalization if we believe the **insured** cannot be transported,
- Medicines prescribed by a **doctor**,
- Cost of local journey transport as advised by a **doctor**,
- Cost of emergency dental care up to £100 for any one trip and £200 in the aggregate for one **period of insurance**,
- Cost of medical goods such as optical equipment and dental and non-dental prostheses prescribed by a **doctor** in **Europe** up to a maximum of £200 any one claim and in the aggregate for one **period of insurance**.

Period of Insurance

means the period during which the **insured** benefits from the **policy** and the dates of which are stated in the insurance **certificate**. The maximum **period of insurance** shall not exceed:

- a) 7 consecutive days for 7-day Single-Trip Policy or
- b) 14 consecutive days for 14-day Single-Trip Policy or
- c) 20 consecutive days each trip or a total of 90 days in the aggregate for Multi-Trip Policy.

Policy

Together with the certificate, the statement of facts and any endorsements, the insurance **policy** is evidence of the contract between the **insured** and **us**.

Pre-existing medical conditions

mean:

- Any heart condition, breathing condition (including asthma), circulatory condition (including strokes and high blood pressure), gastrointestinal (digestive tract) conditions, bone or joint conditions, or any type of cancer, regardless of how long ago these were suffered;

and

- Any medical condition or ailment that the **insured** is suffering from or has suffered from in the last 12 months. This includes the below items:
 - Any investigation, tests, advice or results which the **insured** is awaiting results for;
 - Any treatment that has or is being given to the **insured**;
 - Any surgery that is needed by or has been performed on the **insured**;
 - Any prescribed medication.

Europe

means all countries to the west of the Ural Mountains, islands in the Mediterranean, Morocco, Algeria, Egypt, Tunisia, Turkey, the Canary Islands, Madeira, the Azores and Iceland.

Schedule

means most current **schedule** issued to the **insured** by the **company**.

United Kingdom

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

General Conditions

The following Conditions apply to this **policy** and the **insured** must comply with them or this policy may not be in force.

Arbitration

If the **company** accepts liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time. In these circumstances the arbitrator's award must be made before there is any right of action against the **company**.

Claim Notification Condition

You must notify our Emergency Assistance Service immediately when an accident occurs before agreeing to any treatment or repatriation arrangement. Any **medical services** or repatriation arrangements refused by **you** or agreed by **you** without our prior approval will not be subject to indemnity or reimbursement.

If **we** suffer a prejudice as a result of your failure to notify **us**, **we** reserve the right to claim reductions in payments equivalent to the prejudice suffered.

The Emergency Medical Assistance service reserves the right to allocate the most appropriate hospital for **you** to attend.

Claims Procedure Condition

1. **You** must take all reasonable precautions and measures to prevent or decrease the consequences of a **claim**.

2. **You** must, within a maximum of 30 days from any claim, provide us with documents requested by **us** justifying the expenses incurred that have been agreed by **us**, any proof of the facts as requested and any other useful information as **we** may require.
3. Take immediate steps to recover any expenses as may be appropriate from any relevant Social Security or governmental organisation.

Cancellation

The **company** may cancel this policy by sending thirty days' notice by recorded delivery letter to **you** at your last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part.

If **we** cancel because of deliberate or reckless misrepresentation, then your policy will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If **we** cancel your policy and you have not made a claim, **you** will be entitled to a refund of any premium paid for any unexpired period of insurance for which **you** have paid. However, if **we** cancel your policy because of deliberate or reckless misrepresentation, then **we** will not refund any premium

General Data Protection Regulation

It is agreed by the **insured** that any information provided to the **company** regarding the **insured** for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the **company** in compliance with the provisions of the General Data Protection Regulation.

Fraudulent Claims

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will:

- (a) refuse to pay the whole of the claim; and
- (b) recover from **you** any sums that **we** already paid in respect of the claim.

We may also notify you that we will be treating the policy as having terminated with effect from the date of the earliest of any of the acts set out above and you will not be entitled to any refund of premium.

Other Insurances

Indemnity under this **policy** only will apply after any cover granted to the **insured** by social security services, other provident or organisations has been exhausted.

Subrogation

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for our benefit against any other party. If, due to the **insured's** party, the subrogation no longer produces favourable effects for **us**, **we** reserve the right to request the indemnity paid back from the insured up to the extent of the prejudice suffered.

Sanctions

We shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

Policy Operative Time and Territorial Limits

Cover under this **policy** is valid only during the length of time whilst the **insured** is temporarily travelling in **Europe**, which is deemed to be from the date of arrival of the **insured** in any **Europe** until the date when the **insured** leaves this same area.

Under no circumstances shall this **policy** cover any **accidental bodily injury** or **illness** outside of the above operative times and / or whilst not in **Europe** as defined in the **Policy** Definitions.

Section 1 – Repatriation

1.1 Medical Repatriation or Transportation

The **insurer** will reimburse the cost of return of the insured to the destination of repatriation if, following an **illness** or **accidental bodily injury**, appropriate treatment cannot be given locally and emergency medical repatriation is required according to **our** emergency assistance doctors.

If the **insured's** condition is deemed by **our** emergency assistance doctors to not require hospitalisation then the **insured** will be transported to their **country of residence**.

The decision to repatriate and the method of transportation will be made exclusively by the **insurer** and their emergency assistance doctors.

1.2 Repatriation of the Body in the Event of Death

In the event of the **insured's** death during the operative times caused by an accident or an illness during the **period of insurance**, the **insurer** will cover the cost of the repatriation of the **insured's** mortal remains to the place of residence of the insured being the **United Kingdom** or, alternatively, subject to our prior agreement and where the insured's appointed representatives may so request, **your** original country of residence, including:

- a. the cost of a coffin up to a maximum of £350
- b. the cost of placing the body in the bier locally
- c. funerary arrangements but excluding the cost of a ceremony and burial or cremation.

Subject to:

our maximum liability under this extension shall not exceed £60,000 for any one claim and in the aggregate during the **period of insurance**.

1.3 Means of Repatriation

- The means of repatriation are limited to:
 - Rail;
 - Ambulance and
 - Regular airline, economy class with special equipment if necessary;
 - Medically-equipped aircraft.
- The decision of the method of transportation will be made exclusively by **us** and **our** emergency assistance doctors.

1.4 Repatriation of Baggage

In the event of an **insured's** repatriation, the **insurer** will organise and pay for the costs of transporting the **insured's** baggage to the **insured's** **country of residence** for a cost of up to £150 any one trip and in the aggregate for any one **period of insurance**.

1.5 Repatriation Benefits

Repatriation is insured up to the costs actually incurred with maximum limitation of GBP60,000 per **policy**.

Section 2 – Emergency Medical Costs

2.1 Emergency Medical Costs Cover

Following **illness** or **accidental bodily injury** the **company** will indemnify you of the cost of **medical services** which, according to the opinion of our Emergency Assistance Doctors, must be provided to the **insured** in order to prevent a major aggravation of **your** state of health likely to harm irreversibly, harm **you** physically, or likely to put **your** life in danger.

The following are covered:

- Emergency medical costs in the event of hospitalization and
- Other emergency **medical services** as pre-approved by **us**.

2.2 Maximum liability for medical costs cover

Our maximum liability for any Emergency medical cost is GBP300,000 for any one **insured** during any one trip.

2.3 Excess for Emergency Medical Costs Cover

The **insured** is responsible for the first GBP50.00 of each **medical service** provided.

PROCEDURE TO BE FOLLOWED IN CASE OF MEDICAL SERVICES REQUIRED

In the event of **accidental bodily injury** or **illness** which may lead to in-patient hospital treatment or before any arrangements are made for repatriation **you** must contact the Emergency Assistance Service.

The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses.

If this is not possible because the condition requires immediate emergency treatment **you** must contact the Emergency Assistance Service as soon as possible.

If **you** don't contact the Emergency Assistance Service prior to any arrangements of repatriation or any treatment, unless there is an immediate emergency treatment situation which hinders **you** from being able to contact them, this may lead to a claim not being paid or not paid in full.

Emergency and Medical Service

Contact the Emergency Assistance Service

Telephone: +44 (0)20 3667 8995

Email: InternationalClaims@healix.com

Ref: China Taiping Schengen

Private medical treatment is not covered unless authorised specifically by the Emergency Assistance Service.

Medical assistance abroad

The Emergency Assistance Service has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. The Emergency Assistance Service will also arrange transport to **your country of residence** when this is considered to be medically necessary.

Payment for medical treatment abroad

If **you** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for medical expenses covered by the **policy** to be paid direct to the hospital/clinic wherever possible. To take advantage of this benefit however **you** must contact them prior to any treatment or arrangements, unless there is a serious medical emergency that prevent you completely from doing so. Failure to contact the Emergency Assistance Service prior to arranging for any treatment may lead to a claim not being paid or not paid in full.

Doctors and/or Experts of the insurer

Doctors and/or experts of the **insurer** may request an inspection of the state of health of the **insured**. Any unjustified refusal to comply with this inspection, after notice by registered letter with advice of receipt, may lead to **your** claim not being paid or not paid in full if **we** believe our position has been prejudiced by **your** refusal to consult our **doctor**.

General Exclusions

The following Exclusions apply to the entire **policy**:

This **policy** does not cover any **accidental bodily injury** or **illness** directly or indirectly caused by, or contributed to by, or arising from:

- a) Any **act of terrorism**.
- b) An **accident** occurring in a country where a state of war exists (declared or not) if the accident is the direct consequence of the war.
- c) The **insured** being involved in or participating to **high risk activities**.
- d) The **insured** engaging in flying of any kind other than as a passenger, who has paid a fare.
- e) The **insured** taking a drug or drugs other than according to the manufacturer's instructions or as prescribed by a **doctor**.
- f) The **insured's accidental bodily injury** or **illness** being caused by him/her taking alcohol, drugs or abusive use of medications not subscribed by a **doctor**.
- g) The **insured** committing an intentional self-inflicted act, a wager or a challenge, an illegal, unauthorised or reckless act, suicide or attempting to commit suicide.
- h) The **insured's** state of depression and/or mental illness unless it appears for the first time.
- i) Any **accidental bodily injury** resulting from use of nuclear, chemical or biological weapons of mass destruction, howsoever these may be distributed or combined.
 - Use of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
 - Use of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
 - Use of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and chemically.
- j) Repatriation for an organ transplant.
- k) Any **medical services** that **we** cannot provide due to force majeure.
- l) Childbirth, abortions, pregnancy and its monitoring or treatment except for a specific unforeseen emergency complication that could not be foreseen before 28 weeks.
- m) The **insured** deliberately or recklessly exposing themselves to exceptional danger.
- n) Any beauty or dietary treatments.
- o) An **accident** occurring whilst driving, or in charge of, a vehicle and the insured's blood/urine alcohol level is above the legal limit stated in the laws of the country where the accident occurs.
- p) The **insured** engaging in or taking part in armed forces service or operations.
- q) The tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation.

- r) Any **pre-existing conditions** or relapse or deterioration of an **illness** existing prior to the trip.
- s) Any costs which have not been pre-agreed by **us**, proven and the amount thereof substantiated or which the **insured** was aware of prior to the trip.
- t) Benign conditions which do not prevent the **insured** from continuing their journey or their stay in the **Europe**.
- u) Any costs for expenses already known by the **insured** prior to the start of the trip and any planned diagnostic, periodic examinations, vaccinations, check-ups, contraception measures or medical treatments and their consequences.
- v) All medical treatment, care or services not satisfying the criteria of an emergency even following an emergency situation including but not limited to preventive medicine, thermal cures, health assessments, cost of spectacles or prosthesis, physiotherapy, convalescence, rehabilitation etc.

Privacy and Your Personal Information

China Taiping Insurance (UK) Co Ltd are the data controller (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. **We** may obtain, collect and process **your** personal information for the purposes of entering into and performing **our** insurance contract with **you**.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which is available on **our** website at: <https://uk.cntaiping.com/uk-privacy/>

If **you** do not have access to the Internet, please write to **our** Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, **we**, may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:-

- Name, address, contact details, date of birth and cover required
- Financial information such as previous credit history, bank details
- Details of any previous insurance claims.
- Information for Employers' Liability Database records (if Employers' Liability insurance is included)

We may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, including medical records to validate a claim should **you** be claiming for sickness or an accident.

We collect and process **your** personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to us or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). Where such transfers occur, **we** ensure that they do not occur without **our** prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact **our** Data Protection Officer at:-

China Taiping Insurance (UK) Co Limited;
2, Finch Lane, London EC3V 3NA
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