

# Travel Insurance Policy Wording

Annual multi-trip and single trip insurance



Customer Services  
24 Hour Medical Emergency Assistance  
Non Medical Claims

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## Planet Earth Travel Insurance

Thank you for choosing Planet Earth Travel Insurance. This **Policy Wording** together with **Your Policy Schedule** will outline all the important information **You** need to know about **Your** cover. Please read the booklet carefully to make sure that **You** are happy with the cover provided. Please contact **Us** immediately if this insurance does not meet **Your** requirements.

This insurance is arranged by Planet Earth Travel Insurance Services Limited who are an independent intermediary. They are authorised and regulated by the Financial Conduct Authority (FCA) and their Financial Services Register Number is 705878. Their permitted business activities includes arranging, dealing in and assisting with the placing and administration of general insurance contracts. You can check this on the Financial Services Register, by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

This insurance is underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority: register number 769884.

ERGO Travel Insurance Services Ltd is registered in the UK, company number 11091555 Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

Details about the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request.

From 1st January 2021 GLISE's details will change to:

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

This insurance is available only to residents of the **United Kingdom** who purchase their cover before they travel.

**This Policy is a legal contract based on the information you supplied when you applied for this insurance. We rely on that information when we decide what cover to provide and how much you will pay. Therefore it is essential that all the information given to us is accurate and that you have answered our questions fully and accurately. Please see Important questions relating to health, activities and the acceptance of your insurance on the following page. You must tell us immediately if there are any relevant changes in your circumstances or to the information already given. Accurate information about Pre-Existing Medical Conditions and Health Problems relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the Policy contains specific conditions and exclusions. If you are not sure whether something is important, please tell us anyway as failure to do so may invalidate your insurance.**

The **Policy Wording**, together with **Your Policy Schedule** and any endorsements that apply sets out the insurance protection being provided in return for **Your** premium. It also tells **You** how to make a claim and how to contact **Us**. **You** must read all of these documents carefully. Please contact **Us** immediately if this insurance does not meet **Your** requirements.

## Health Declaration

**Your** travel insurance **Policy** contains restrictions, conditions and exclusions that relate to **Your** health and to the health of others on whom **Your** trip might depend. **You** must read the following information and be satisfied that this **Policy** meets **Your** needs.

This **Policy** does not provide cover for any claim relating directly or indirectly to **Pre-Existing Medical Conditions and Health Problems**. **You** must therefore ensure that **You** answer all questions about yourself and anyone else insured under **Your Policy** fully, honestly, and to the best of **Your** knowledge as failure to answer **Our** questions accurately may affect the cover **We** provide and our ability to pay **Your** claim. Regrettably **We** are also unable to provide cover for any undiagnosed medical condition, or a condition where **You** are currently on a waiting list, undergoing treatment or tests or, where **You** are waiting on the results of tests.

Please refer to the "Declaration" on the following page for further information.

Should **You** have any doubts or concerns about this exclusion relating to **Pre-Existing Medical Conditions and Health Problems** please contact the Customer Services on 0161 439 0333.

## Important questions relating to Health, Activities and the Acceptance of Your Insurance

Please consider these questions very carefully in relation to You and Your travelling companions to be insured by Us. If You answer "Yes" to any of the questions please read and follow the "Steps You Need To Take"

		Steps You Need To Take
1. Are You or Your travelling companions travelling or planning to travel: a. against medical advice?    b. to obtain medical treatment?		<p>If You have answered "Yes" to any of questions 1 to 5, You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day Cooling off period and provided you have not made or intend to make a claim under this Policy We will refund your premium in full. To do this please email <a href="mailto:info@planetearthinsurance.co.uk">info@planetearthinsurance.co.uk</a>. Cancellation after this time is subject to an administration fee.</p>
2. Are You or Your travelling companions waiting for tests or test results for any undiagnosed condition(s)?		
3. At any time during the last 5 years have You or Your travelling companions been treated for alcohol or drug addiction?		
4. Have You or Your travelling companions made, or tried to make, 3 or more separate medical, cancellation, or baggage related travel insurance claims in the last 5 years?		
5. Do You or Your travelling companions have any unspent convictions for fraud, theft or malicious damage?		
6. Are You or Your travelling companions currently aware of any circumstances which are likely to lead to a claim being made under this Policy?		If You have answered "Yes" to question 6 please email <a href="mailto:info@planetearthinsurance.co.uk">info@planetearthinsurance.co.uk</a> with full details
7. Are You taking part in any Leisure Activities?		If You have answered "Yes" to question 7 this Policy only provides cover for certain Leisure Activities. Please see page 36-38.
8. Are You or Your travelling companions aware that a Relative, a Close Business Associate, someone with whom You are going to stay, or any other person on whose health Your trip might depend has a health problem which might lead to cancellation or curtailment of the trip?		<p>If You have answered "Yes" to any part of questions 8, 9 and 10 there is no cover for claims related directly or indirectly to Pre-Existing Medical Conditions and Health Problems.</p> <p>If You have already bought the Policy, contact:</p> <p>Tel 0161 439 0333</p>
9. In the last 2 years have You or Your travelling companions suffered from, been treated for or diagnosed with: a. a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like? b. a lung or respiratory-related condition (not including stable, well-controlled asthma when you or your travelling companions have no other medical condition)? c. a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack)? d. any form of cancer? e. an organ transplant or dialysis? f. a psychiatric or psychological condition? g. a terminal condition?		
10. Have You or Your travelling companions consulted or been treated by a GP or Consultant or taken prescribed medication in the 12 months prior to: a. the date the insurance was arranged or renewed? b. the date your trip was booked (for an Annual multi-trip Policy)?		

## Important questions relating to Health, Activities and the Acceptance of Your Insurance - Continued.

The conditions falling within questions 9 and 10 on the previous page are deemed to be **Pre-Existing Medical Conditions and Health Problems** and will not be covered under this **Policy**. **You** must comply with the following conditions to have full protection under **Your Policy**:

1. **You** are not covered (for the relevant condition) for claims directly or indirectly resulting from **You** or anyone on whose health **Your** trip may depend, having suffered from, or been treated for, or diagnosed with, any of the following medical conditions in the 2 years before the issue date of **Your Policy**:
  - a. a cardiovascular or heart related condition e.g. heart attack, angina, chest pain, hypertension, and the like;
  - b. a lung or respiratory related condition (not including mild asthma, when it is controlled and **You** have no other medical condition);
  - c. a cerebrovascular condition, e.g. stroke or T.I.A (transient ischaemic attack)
  - d. any form of cancer;
  - e. a psychiatric or psychological condition;
  - f. an organ transplant or dialysis
  - g. any type of diabetes
2. **You** will not be covered for any claim arising from a medical condition of someone with whom **You** were going to stay, a **Relative**, a **Close Business Associate**, a travelling companion, or anyone on whose health **Your** trip may depend if **You** were aware of the medical condition at the time **Your Policy** is issued.
3. **You** will not be covered if **You** have a medical condition, if **You** are travelling against medical advice or medical advice should have been sought before commencing **Your** journey.
4. **You** will not be covered if **You** know **You** will need medical treatment during **Your** journey or **You** are travelling specifically to get medical treatment.
5. **You** will not be covered if **You** have a medical condition for which treatment is awaited as a hospital in-patient or for which diagnostic tests are pending.
6. **You** are not covered for claims directly or indirectly resulting from **You** or anyone on whose health **Your** trip may depend, having been diagnosed with a terminal condition before the issue date of **Your Policy**.

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## Cover limits and applicable excesses

Section	Cover	Sums insured	*Excess	Sums insured "Cruise Cover"	*Excess "Cruise Cover"
1	Emergency medical and repatriation expenses	£10,000,000	£75	£10,000,000	£150
	- Hospital confinement benefit	£25 per 24 hrs (max £250)	Nil	£25 per 24 hrs (max £250)	Nil
	- Additional transport and accommodation expenses	£2,000	Nil	£2,000	Nil
	- Funeral expenses in the United Kingdom	£1,000	£50	£1,000	£100
	- Emergency dental treatment	£250	£75	£250	£150
2	Personal accident				
	- Death	£25,000	Nil	£25,000	Nil
	- Loss of limb(s) or sight or permanent total disablement	£25,000	Nil	£25,000	Nil
3	Cancellation	£5,000	£75	£2,500	£150
4	Curtailement	£5,000	£75	£2,500	£150
5	Travel delay and disruption				
	- Delay	£20 after 12 hrs, £10 for each subsequent 12 hrs (max £200)	Nil	£20 after 12 hrs, £10 for each subsequent 12 hrs (max £200)	Nil
	- Abandonment after 24 hours	£5,000	£75	£2,500	£150
	- Missed Departure on the Outward Journey	£1,000	Nil	£1,000	Nil
	- Missed Connection	£500	Nil	£500	Nil
6	Personal effects / possessions	£2,000	£75	£2,000	£150
	- Single Item limit	£300	£75	£300	£150
	- Valuables limit	£300	£75	£300	£150
	- Personal money and Travel Documents	£400	£75	£400	£150
	- Cash	£200	£75	£200	£150
	- Passport	£300	£75	£300	£150
7	Luggage delay	£50 per 12hrs (max £100)	Nil	£50 per 12hrs (max £100)	Nil
8	Personal liability				
	- Property damage	£100,000	£100	£100,000	£200
	- Bodily injury	£2,000,000	£100	£2,000,000	£200
9	Legal costs and expenses	£25,000	Nil	£25,000	Nil
10	Personal Assistance Services	£250	Nil	£250	Nil
11	Optional Catastrophe Cover	£1,000	Nil	£1,000	Nil
12	Optional Winter Sports Cover				
	- Skis, Ski equipment	£500	£75	£500	£150
	- Ski pass	£250	£75	£250	£150
	- Ski equipment delay	£15 per day (max £300)	Nil	£15 per day (max £300)	Nil
	- Piste closure	£20 per day (max £200)	Nil	£20 per day (max £200)	Nil
	- Avalanche or landslide	£30 per day (max £150)	Nil	£30 per day (max £150)	Nil

\*The policy excess shall apply per person, per section, per claim.

## Cover limits and applicable excesses continued

Section	Cover	Sums insured	*Excess	Sums insured "Cruise Cover"	*Excess "Cruise Cover"
13	Optional Golf Cover				
	- Golf Equipment	£1,000	£75	£1,000	£150
	- Golf Equipment Hire	£30 per day (max £300)	Nil	£30 per day (max £300)	Nil
	- Non-refundable golfing fees	£75 per day (max £300)	Nil	£75 per day (max £300)	Nil
14	Optional Special Sports & Activities Cover				
	- Search and rescue fees	£750	£75	£750	£150
	- Sports gear and activity equipment	£500	£75	£500	£150
15	Optional Business Cover	£2,000	£75	£2,000	£150
	- Single article limit	£500	£75	£500	£150
	- Computer equipment	£1,500	£75	£1,500	£150
	- Samples	£500	£75	£500	£150
	- Emergency Courier	£500	£75	£500	£150
	- Business Equipment Hire	£150 per day (max £750)	Nil	£150 per day (max £750)	Nil
	- Business Money	£1,000	£75	£1,000	£150
	- Cash limit	£500	£75	£500	£150
16	Optional Gadget Cover (up to two items)	£500 per item	£75	£500 per item	£150
17	COVID-19 cover				
	- Cancellation	£5,000	£75	£2,500	£150
	- Curtailment	£5,000	£75	£2,500	£150
	- Emergency Medical Expenses	£10,000,000	£75	£10,000,000	£150

\*The policy excess shall apply per person, per section, per claim.

## Important notes

We wish to bring to **Your** attention some of the important features of **Your** travel insurance **Policy**. All the words and phrases in bold have special meanings and are defined under Words with Special Meanings (see page 9).

### Complaints

The **Policy** includes a Complaints Procedure on page 34 which tells **You** what steps **You** can take if **You** wish to make a complaint.

### Conditions and Exclusions

There are conditions and exclusions that apply to individual sections and general conditions, exclusions and terms that apply to the whole **Policy**.

### Cooling Off Period

If this **Policy** does not meet **Your** requirements **You** may cancel it within 14 days of issue and provided that **You** have not started a **Trip** or made or intend to make a claim, **We** will cancel the **Policy** and refund to **You** any premium **You** have paid, less any fees and charges. If **You** have made, or intend to make a claim, no premium refund will be due. If **You** cancel after the first 14 days of receipt of the documents no premium refund will be made.

### Cruises

The **Policy** will not cover **You** for **Trips** on Cruise-ships unless **You** have selected this option at the time of purchase and 'Cruise Cover' is shown on **Your Policy Schedule**. Please also see the "Cover limits and applicable excesses" on pages 6 & 7.

### Cyber-terrorism

The **Policy** will not cover **You** for the consequences of Cyber-terrorism.

### Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

### Governing Law

The law applicable to where **You** reside in the **United Kingdom** governs **Your Policy**. This **Policy** is only available to **United Kingdom** residents.

### Hazardous Activities and Sports

This **Policy** will not automatically cover **You** when **You** take part in **Hazardous Activities and Sports**. For information about which leisure activities are covered, and the terms and conditions relating to these leisure activities please see **Covered Leisure Activities** on pages 36-38.

### Policy Schedule

The **Policy Schedule** shows important details including **Your** premium amount and details of **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

### Policy Wording/Policy

The **Policy Wording** contains full details of the cover provided plus the conditions and exclusions that apply. **You** must read the insurance **Policy** carefully.

### Medical Expenses

The **Policy** does not provide private healthcare unless specifically approved by **Our Assistance Company**.

### Personal Effects Claims

These are settled on an indemnity basis - not on a new for old or replacement cost basis. i.e. a deduction will be made for wear and tear and

depreciation.

### Policy Excesses

Claims under most sections of the **Policy** will be subject to **Policy Excess**. Where there is a **Policy Excess** **You** will be responsible for paying the first part of that claim. The **Policy Excess** is reduced to nil when **You** have paid the premium for Excess Waiver.

### Policy Limits

Most sections of the **Policy** have limits on the amount **We** will pay under that section. Some sections also include inner limits e.g. for one item or for **Valuables** in total.

### Policy Renewal

(applicable to Annual-multi trip policies only)

Planet Earth do not automatically renew **Your** insurance **Policy**. **We** will send **You** a Renewal Notice approximately one month prior to the expiry of the current **Period of Cover**.

### Reasonable Care

**You** are required to take all reasonable care to protect yourself and **Your** property and to act as though **You** are not insured.

### Volcanic Ash

The **Policy** will not cover **You** if **Your** flight is delayed or cancelled due to atmospheric volcanic ash, except where **You** have purchased the Optional Catastrophe Cover and it is shown on **Your Policy Schedule**.

## Pre-Existing Medical Conditions and Health Problems/ Important Information

It is very important that **You** and **Your** travelling companions answer **Our** questions in **Important Questions relating to health, activities and the acceptance of your insurance**. If **You** answer "yes" to questions 9 or 10 on page 2 **You** must be aware that **You** and **Your** travelling companions will not be covered for any claims relating directly or indirectly to **Pre-Existing Medical Conditions and Health Problems**. If **You** do not provide **Us** with accurate and complete answers, **You** may be committing fraud, which is a criminal offence, **You** will lose all rights under this **Policy** and **Your** claims will not be paid.

## Changes to Your health after purchasing Your Policy

If after taking out this **Policy** but before you travel :

- **You** are diagnosed with a new medical condition
- **Your** doctor, or consultant changes **Your** prescribed medication
- **You** receive inpatient medical treatment
- **You** are placed on a waiting list for investigation or medical treatment

Then **You** must contact contact Planet Earth Customer Services during normal office hours, Monday to Friday, 09.00-17.00. Tel. 0161 439 0333

This may result in an additional premium to allow cover to continue, to add additional terms and conditions to **Your Policy** or to exclude cover for the newly diagnosed condition or for the condition that has undergone significant change.

If **We** are unable to provide cover, or if **You** do not wish to pay the additional premium **You** will be entitled to make a claim under section 3



(Cancellation) for **Your** costs which cannot be recovered elsewhere. Alternatively, **You** will be entitled to cancel **Your** policy, in which case, we will refund a proportionate amount of **Your** premium.

Please note that **Your** doctor, or consultant telling you that **You** are well enough to travel does not mean that **You** will be covered for **Your Pre-existing Medical Condition(s) and Health Problems**.

## Words with special meanings

The words and phrases shown in bold have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this **Policy**.

### Accident

a sudden and unexpected chance event occurring during the **Policy Period**.

### Active Participation

the act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**; and the act of any person voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign, Commonwealth & Development Office (FCDO). See: [www.fcdo.gov.uk](http://www.fcdo.gov.uk)

### Assistance Company

an assistance provider, being a subsidiary in the ERGO Group or a third-party emergency assistance company appointed by **ETI**, which meets **ETI** requirements of high-quality services and capabilities.

### Bodily Injury

an injury caused solely by accidental violent and visible means which, on its own, within 12 months results in **Your** death or disablement.

### Business Equipment

Computer equipment, communication devices and other business related equipment which is carried by **You** in the course of **Your Trip**.

### Business Money

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, **Travel Documents**, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **Insured Person's** business or employer.

### Cash

valid coins, bank and currency notes.

### Catastrophe

avalanche, landslide, explosion, earthquake, fire, flood, hurricane, lightning, outbreak of infectious disease (unless declared an epidemic or pandemic by the World Health Organisation), storm, tempest, tsunami or volcanic activity.

### Close Business Associate

any person whose absence from business for one or more complete days

at the same time as **Your** absence prevents the effective continuation of that business.

### Consent

**Your** agreement on **Your** own behalf; and, where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and

**Your** warranty that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of 16 to be insured on the **Policy** but **Your** spouse or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

### Complications of Pregnancy and Childbirth

For the purposes of this **Policy 'Complications of Pregnancy and Childbirth'** shall only be deemed to include the following: toxæmia, gestational hypertension, preeclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

### Contamination

contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

### Cover Limits

Unless stated to the contrary, **Our** maximum liability in any one **Period of Cover** is limited to the amount stated on pages 6 & 7, per **Insured Person**.

### Curtailement

returning to **Your** home or place of business in the **United Kingdom** before the **Trip's** scheduled return date.

### Cyber-terrorism

the use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

### Disablement

permanent total disablement resulting in **Your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind or permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total irrecoverable loss of all sight in one or both eyes.

### ETI/We/Us/Our

ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE, other than where specifically defined elsewhere in the **Policy**.

### Europe

England, Scotland, Wales and Northern Ireland, Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland,

France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal (including Azores, Madeira Islands), Republic of Ireland, Romania, Russia (European), San Marino, Serbia/Montenegro, Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, and Vatican City.

### Family and Couples

the insured and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 23 if in full-time education), living in the same household (except children when attending full-time education). Insured children are only covered when travelling with **You**, **Your** spouse or partner or with their school or with a responsible adult where this is with the full knowledge of **You** as their parent.

### Gadget

any of the following listed items owned by **You** and for which **You** are able to provide **Us** with the relevant proof of purchase; MP3 Players, MP4 Players, iPods, Smart Phones, DVD Players, iPads, Games Consoles, Digital Cameras, Video Cameras, Mobile Phones, PDAs, Laptops, Bluetooth Headsets, Satellite Navigation Devices, GPS Mobile Handsets, E-Readers, Camera Lenses, In-Car Computers, Head / Ear Phones, Tablets.

### Geographical Limits

The countries for which **You** have paid the appropriate premium, except those countries or parts of countries where the Foreign, Commonwealth & Development Office (FCDO) has advised against travel, as specified on the **Policy Schedule**.

Cover applies door-to-door, so the appropriate benefits (unless stated otherwise) apply within **Your** country of departure once **You** commence **Your Trip**, and during **Your** return journey to **Your** home.

### Golf Equipment

defined as Golf Clubs, bags, trolleys, apparel and clothing.

### Hazardous Activities and Sports

any pursuit or activity where it is recognised that there is an increased risk of serious injury or which can be reasonably expected to aggravate any existing disability or infirmity. (See pages 36-38 for a list of **Covered Leisure Activities**)

### Hijack

the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

### Illness

a sudden and unexpected deterioration in health not caused by **Bodily Injury**.

### Insurance Event

one occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, which may give rise to a claim.

### Insured Journey

a **Trip** not exceeding the maximum number of days for which **You** have paid premium and which is shown on **Your Policy Schedule**, commenced and ended during the **Period of Cover** from or within the **United Kingdom** and which includes a flight or pre-booked overnight

accommodation away from **Your** normal place of residence.

For an Annual multi-trip **Policy** a journey that is commenced within the **Period of Cover** is only covered until the end of the **Period of Cover** unless the **Policy** is renewed prior to expiry.

### Insured/Insured Person/ You/Your

any person named on the **Policy Schedule** who is eligible to be insured and for whom premium has been paid.

### Kidnap

the unlawful holding of an **Insured Person** by a third party without the **Insured Person's** consent and whose release is subject to the fulfilment of certain conditions.

### Manual Work

Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry).

Cover excludes interaction with wild animals of any kind.

### Medical Practitioner

a qualified medical physician, not being an **Insured Person** or a **Relative** of the **Insured Person**.

### Mental Illness

any psychological or psychiatric disorder or any condition of anxiety, stress or depression.

### Mugging

a violent attack on **You** with a view to theft by person(s) not previously known to **You**.

### Nuclear, Chemical or Biological Terrorism Act

the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause **Illness** and/or death in humans, animals or plants.

### One Way Trip

A journey within the countries of the **Geographical Limits**, during the **Policy Period** but with cover ceasing 12 hours after the time **You** first leave the immigration control of **Your** final destination.

### Personal Effects

baggage, clothing, other articles normally worn used or carried by **You**, suitcases and other containers taken on, or acquired during, a **Trip** by an **Insured Person** (but excluding **Personal Money**) and which are owned by **You** including **Valuables** and gifts purchased outside the **United Kingdom**.

### Personal Money

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds,

money orders, **Travel Documents**, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **Insured Person**.

### Policy Excess

the amount of money that will be deducted by **Us** from a claims settlement under certain sections of the **Policy**. The amount of **Excess** per **Policy** section is shown in the tables "Cover limits and applicable excesses" on pages 6 & 7. A higher Excess is applicable for policies that include "Cruise Cover". If **You** use any reciprocal health agreement when incurring medical costs then no **Policy Excess** will apply under Section 1, Cover A: Emergency medical and repatriation expenses.

### Policy Period

the period of cover as shown on **Your Policy Schedule**.

### Policy Schedule

the document which gives details of the **Policy holder, Insured Person(s), Period of Cover**, premium payable, endorsements applicable and the geographical area for which cover is provided by this **Policy**.

### Policyholder

the person who purchased this **Policy**.

### Pre-Existing Medical Conditions and Health Problems

any past, current or reoccurring medical condition, **Mental Illness** or set of symptoms whether these have been diagnosed or not, that have been investigated or treated at any time prior to travel, even if this condition is considered to be stable and under control.

### Private Accommodation

within a permanent building a securely lockable room or connected series of rooms including sleeping quarters for **Your** sole private use or the sole private use of **Your** travelling party.

### Public Transport

a train, bus, coach, ferry service or scheduled airline flight operating to a published timetable to join the booked travel itinerary.

### Relative

**Family and Couple**, mother, father, step-parent, legal guardian, brother, sister, son, daughter, step-children (including legally adopted children), grandmother, grandfather, grandchild, relation in law or fiancé(e).

### Single Item Limit

the maximum amount **We** will pay for any one article, pair or set belonging to **You**. A pair or set is any number of items that belong together or can be used together.

### Sports Equipment

those articles which are usually worn, carried or held in the course of participation in a recognised sport.

### Strike or Industrial Action

any form of industrial action taken by workers, which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

### 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 government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Travel Documents

Airline, ferry, international train, theme park, event and entertainment tickets.

### Trip

A holiday or journey that takes place during the **Policy Period** which begins when **You** leave home, and ends when **You** get back home, or to a hospital or nursing home in the **United Kingdom**, whichever is earlier. For Single trip cover, any other holiday or journey which begins after **You** get back home is not covered.

### United Kingdom

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

### Valuables

jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, spectacles, prescription sunglasses, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to mobile phones, iPods, iPads, Kindles and the like and associated software.

### War and Civil Unrest

war or warlike operations (whether war is declared or not), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

### Weapons of Mass Destruction

the use of atomic, biological or chemical weapons or **Contamination**.

### Winter sports equipment

Ski Boots, bindings, skis, board, sticks

### Withdrawal of Services

the failure of all water, gas or electricity supply or withdrawal of services such that no room-cleaning is provided or no food is served in **Your** hotel or accommodation, where such supplies and services are part of **Your** prepaid package.

## Policy information

### The Policy Wording

The **Policy Wording** tells **You** exactly what is and is not covered, how to make a claim and other important information.

### Policy Schedule

The **Policy Schedule** shows important details including **Your** premium amount and details of **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

### Reciprocal Health Agreements

If **You** require medical treatment during **Your** trip then in the first instance **You** must make use of any reciprocal health agreement between the **United Kingdom**, Channel Islands, or the Isle of Man and the country **You** have travelled to.

In the event of liability being accepted for a medical expense that have been reduced by the use of a reciprocal health agreement then **We** will not apply the deduction of the **Excess** under Section 1 (Emergency Medical and Repatriation Expenses).

### Australia and New Zealand

If **You** require medical treatment in:

- Australia – **You** must enrol with a local MEDICARE office; or
- New Zealand – **You** must go to a state medical facility and present **Your** passport at the time of treatment.

If **You** are admitted to hospital, contact must be made with **Our Assistance Company** as soon as possible.

For more details please see: <https://www.nhs.uk/using-the-nhs/healthcare-abroad/healthcare-when-travelling-abroad/travelling-outside-the-european-economic-area-eea/>

## General Policy conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. Certain sections of cover have additional conditions, which must also be complied with.

### Age limitation

Cover is not provided under an Annual multi-trip **Policy** to any person aged 80 or over at the commencement of the **Policy Period**. Cover is not provided under a Single trip **Policy** to any person aged 86 or over at the commencement of the **Policy Period**. Cover for persons aged 65 and over may be reduced. Please read the **Policy** carefully.

### Cancelling the Policy

**You** may cancel this **Policy** within 14 days of its issue (provided **You** have not commenced the **Trip**) and, subject to **You** not having or intending to make a claim, **We** will refund to **You** any premium **You** have paid, less any fees and charges. If **You** choose to cancel and a claim has been made or the **Trip** has commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Policy Period** will be refunded pro rata.

### Commencement of cover

Single trip policies:  
Cancellation cover starts when **You** purchase this insurance or

when **You** book **Your Trip**, whichever is the later. Cover for all other Sections applies for the duration of **Your Trip**, as stated on the **Policy Schedule** and for which **You** have paid the appropriate premium.

### Annual multi-trip policies

Cancellation cover starts from the start date shown on the **Policy Schedule** for 12 months during which **You** are covered for each **Trip You** book and undertake within this period. Cover for all other Sections applies for the duration of **Your** insured **Trip**.

### Domestic travel cover

Domestic holidays (within the **United Kingdom**) that include a flight or pre-booked overnight accommodation away from **Your** normal place of residence, are covered subject to all other **Policy** terms and conditions.

### Maximum duration

For Single trip policies the maximum duration of cover available is 365 days. For Annual multi-trip policies the maximum duration of any one **Trip** is 31, 45, 62 or 91 days depending on the level of cover **You** have purchased as stated on **Your Policy Schedule**.

Please note: For Single trip policies if **You** are 80 to 85 years of age the maximum number of days **You** can expend in the USA, Canada, Bermuda or the Caribbean is 31 consecutive days.

For Annual multi-trip policies, irrespective of the number of individual **Trips You** undertake in each **Policy Period**, the maximum number of days **You** can spend abroad must not exceed 183.

If **You** travel for more than the number of days for which **You** have paid for cover, **You** will not be covered after the last day for which **You** have paid. This would be calculated from the date **You** started **Your Trip**. There is no cover under the Cancellation Section of this **Policy** outside the **Policy Period**. However, if during the **Policy Period You** book a **Trip** with a start date after the expiry of **Your** Annual multi-trip **Policy** then Cancellation cover will continue for that **Trip** provided **You** renew this **Policy** on or before its expiry date and there is no gap in cover.

**We** will extend the **Policy Period**, at no extra cost, if **You** have to stay on **Your Trip** longer because of events which **You** have no control over. If the transport **You** are on is hijacked, **We** will automatically provide worldwide cover.

### Medical examination

**You** may be required to submit yourself to a medical examination and/or deliver or arrange delivery of a medical declaration/copy of a medical report issued by the **Medical Practitioner**.

### Pre-existing Medical Conditions and Health Problems

This **Policy** does not cater for any conditions diagnosed, investigated or treated prior to the **Trip**.

### Taking care

**You** must take all reasonable steps to avoid anything which may result in a claim under this **Policy**, which may increase the liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense.

### Third Party Contracts Act

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

### Transferring Your interest in the Policy

**You** cannot transfer **Your** interest in this **Policy** to anyone else.

## General Policy exclusions

These exclusions apply to all sections of **Your Policy**. The sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover in which they are expressly referred to.

**We** will not pay for any Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss.

### This Policy does not cover

#### Active Participation

##### Aviation

flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft.

##### Coronavirus

any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to COVID-19 claims under the COVID-19 cover section of this **Policy**.

##### Criminal acts

any criminal act deliberately or intentionally committed by an **Insured Person**.

##### Cruises

**Trips** on cruise-ships unless **You** have selected this option at the time of purchase and 'Cruise Cover' is shown on **Your Policy Schedule**.

##### Cyber-terrorism

any consequences of Cyber-terrorism including but not limited to the delay or cancellation of flights due to the failure of critical systems.

##### Default

the negligence, error or omission of

- the **Insured Person**; or
- any provider of transport or accommodation; or
- any agent or online booking service through whom travel arrangements were made; or
- any Close Business Associate; or
- any Relative

##### Depreciation

depreciation, wear and tear and currency exchange losses.

##### Disinclination

unwillingness or refusal to travel.

##### Epidemic / Pandemic

Claims arising from any epidemic or pandemic as declared by the World Health Organisation.

##### Hazardous Activities and Sports

Any claim out of participation in Hazardous Activities and Sports, see pages 36-38 for a list of covered activities.

##### Manual work

any manual work undertaken during **Your Trip**.

##### Mental Illness

incidents arising out of psychological or psychiatric disorder or whilst suffering from any condition of anxiety stress or depression diagnosed prior to a **Trip**, unless declared to **Us** and accepted by **Us** in writing.

##### Nuclear Energy

including nuclear reactions, radiation and **Contamination**.

##### Other Indirect Loss

any other loss connected to the event **You** are claiming for, unless **We** provide cover as detailed in this **Policy**.

##### Pre-Existing Medical Conditions and Health Problems

this **Policy** does not cover **You** for any conditions diagnosed, treated or investigated prior to **Your** travel.

##### Pressure waves

the transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

##### Radiation and explosives

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

##### Rescue

air and/or sea search and rescue.

##### Self-Injury

self-injury, suicide, attempted suicide, injury from deliberate or self exposure to needless peril (except during the attempt to save human life), the influence of intoxicating liquor or of a drug or drugs, other than those medically prescribed (but excluding those prescribed for drug addiction), or substance or solvents abuse.

##### Terrorism

##### Unspent convictions

Any person who has unspent convictions for fraud, theft or malicious damage

##### Volcanic Ash

the delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash, except where **You** have purchased Catastrophe Cover and it is shown on **Your Policy Schedule**.

##### War and Civil Unrest

including any action taken in controlling, preventing, suppressing or in any way relating to War, or Civil Unrest, unless **You** are in an area subject to War, or Civil Unrest at the outbreak of hostilities, in which case **You** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **You** take the first reasonable opportunity to leave the area. If **You** fail to take such an opportunity all cover under this **Policy** will end. Once **You** have left the affected area cover will continue for the duration of **Your** original **Policy**, or up until **You** return to **Your** home, whichever is sooner.

##### Weapons of Mass Destruction

## Claims Conditions

### Fraud

If **You** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this **Policy** will be lost.

### Making a claim

1. Before making a claim, please check the **Policy Schedule** and **Policy Wording** to see whether **You** have cover.
2. Please remember to keep relevant original receipts and reports (not photocopies), as they will be required for any claim. **You** must be able to document all expenses incurred.
3. Remember to quote **Your Policy** number.

### For medical emergency, medical related expenses, repatriation and evacuation claims

Please call **Our Assistance Company**

tel. +44 (0)1273 624661

at any time of the day or night

1. Please call **Our Assistance Company** as soon as possible for cases involving hospitalisation or if **You** need a medical referral.
2. If **You** are admitted as an in-patient **You** must notify **Our Assistance Company** immediately and obtain authorisation prior to incurring any costs. If this is not possible because of the seriousness of the condition, **You** must contact **Our Assistance Company** as soon as possible after admission.
3. **You** must obtain authorisation from **Our Assistance Company** before making any repatriation or evacuation arrangements.
4. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.

### For travel delay and disruption claims

1. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for compensation. **You** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights". If **You** fail to do so **Your** claim may be denied.
2. To make a claim under the **Policy**, **You** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
3. Download a claims form from **Our** website [www.ergotravelinsurance.co.uk/claims](http://www.ergotravelinsurance.co.uk/claims) or from **Our** Claims Service on **Your** return.

### For Personal Effects claims

1. For all loss or damage in transit claims, including delayed

**Personal Effects** report them to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.

2. For all damage claims obtain an estimate for repairs.
3. In the event of baggage delay, retain receipts for the purchase of essential replacement items.
4. **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
5. Download a claims form from **Our** website [www.ergotravelinsurance.co.uk/claims](http://www.ergotravelinsurance.co.uk/claims) or from **Our** Claims Service on **Your** return.
6. **You** must retain and produce at **Your** own expense all receipts, reports and documentary evidence required by **Us** to support **Your** claim.

### For Legal Costs and Expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

tel. +44 (0)117 934 0548

fax. +44 (0)117 934 2109

email [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

### For all other claims

Please contact **Our** Claims Service weekdays between 9.00am and 5.00pm

ETI Services, PO Box 9, Mansfield, Nottinghamshire, NG19 7BL

tel. +44 (0)1403 788 983

email [info@eti-services.co.uk](mailto:info@eti-services.co.uk)

Claims should be notified as soon as possible after the **Insurance Event**.

### No interest

No interest shall be added to any claims payments.

### Other insurance

If any **Insured Person** claims under this **Policy** for something which is also covered by another insurance **Policy** or by credit card insurance, the **Insured Person** must provide **Us** with full details of the other insurance **Policy**. **We** will only pay **Our** pro rata share of any claim apart from a valid personal accident claim, which **We** will pay in full.

### Rights and responsibilities

**We** will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without **Our** written permission to do so.



In case of **Illness** or **Bodily Injury** **We** may approach any **Medical Practitioner** who may have treated **You** during the period of three years prior to the claim and **We** may at **Our** own expense, and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or, in the event of death, have a post mortem examination of **Your** body. **You** will supply, at **Your** own expense, a **Medical Practitioner's** certificate in the form required by **Us** in support of any medical-related claim under the **Policy**.

## Section 1 - Emergency medical and repatriation expenses

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual **Bodily Injury** or suffers **Illness** outside the **United Kingdom** (unless specifically covered below), **We** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, which are necessarily incurred in respect of the following

### A. Emergency medical and repatriation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges, nursing home and additional accommodation during recuperation.
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

### Exclusions applying to Section 1

#### A. What is not covered

1. Admission to a private hospital/clinic unless approved by **Our Assistance Company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any claims for costs related to Pregnancy or Childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy or Childbirth.
6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the **Trip**.
8. Costs of health or medical treatment provided in the **United Kingdom**.
9. Costs of non-essential or ongoing treatment or where treatment can be reasonably delayed until **You** return to the **United Kingdom**.

10. Costs of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiroprapist or osteopath.
12. Non-medical costs such as telephone, fax and internet use.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious material.
15. Expenses incurred as a result of a tropical disease when **You** have not had the recommended inoculations and/or taken the recommended medication.
16. Any costs incurred when engaging in sports and activities unless **You** have paid the appropriate additional premium and it is shown on **Your Policy Schedule**.
17. If **You** have purchased a Single trip **Policy**, any costs incurred by **You** when **You** are engaging in Winter Sports unless **You** have paid the Winter Sports premium and it is shown on **Your Policy Schedule**.
18. The **Policy Excess** except where:
  - i. **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**. (Note: When **You** are engaging in certain Special Sports and Activities (as shown under the Leisure Activities Section of this **Policy**) the **Policy Excess** in respect of this Section will be increased to £250 and application of Excess Waiver will not delete this increased excess), or
  - ii. **You** have used any reciprocal health agreement to reduce the claim.
19. Anything mentioned in the General Exclusions on page 13.

### B. Hospital Confinement Benefit

Cover as specified in the tables "Cover limits and applicable excesses" on pages 6 & 7 is provided for each 24-hour period that **You** are admitted to a hospital as an inpatient or held in compulsory quarantine outside the **United Kingdom**.

### C. As a result of Your hospitalisation, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort You or similar expenses for a travel companion staying with You.

1. Reasonable transport and accommodation expenses (room only) of one **Relative** or friend required on medical advice and authorised by **Our Assistance Company** to travel to **You** and/or remain with **You**.
2. **Our** travel insurance for a person summoned or a travel companion staying with **You**.
3. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address.
4. Reasonable additional accommodation expenses (room only) incurred by **You** beyond the number of days pre-booked in the event of serious injury or **Illness** for which a claim is admitted under Section A above.
5. Cover for **Trips** within the **United Kingdom** applies but is limited to the amount shown on **Your Policy Schedule**.

### C. What is not covered

1. An escort may not be summoned and covered under this **Policy** if **You** are to be repatriated or released from the hospital/clinic within three days unless **You** are less than 18 years of age.
2. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
3. Any additional accommodation expenses after your return to the **United Kingdom**.
4. Expenses incurred as a result of a tropical disease when **You** have not had the recommended inoculations and/or taken the recommended medication.
5. Any costs incurred when engaging in sports and activities unless **You** have paid the appropriate additional premium and it is shown on **Your Policy Schedule**.
6. If **You** have purchased a Single trip **Policy**, any costs incurred by **You** when **You** are engaging in Winter Sports unless **You** have paid the Winter Sports premium and it is shown on **Your Policy Schedule**.
7. The **Policy Excess** except where:
  - i. **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**. (Note: When **You** are engaging in certain Special Sports and Activities (as shown under the Leisure Activities Section of this **Policy**) the **Policy Excess** in respect of this Section will be increased to £250 and application of Excess Waiver will not delete this increased excess), or
  - ii. **You** have used any reciprocal health agreement to reduce the claim.
8. Anything mentioned in the General Exclusions on page 13.

### D. Emergency repatriation or evacuation of the Insured Person as a consequence of Illness or Bodily Injury.

1. Costs of **Your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home.
3. Repatriation of accompanying **Family and Couple** members where an **Insured Person** has been hospitalised or has died.
4. Cover in the **United Kingdom** applies but is limited to the amount shown on **Your Policy Schedule**.

### D. What is not covered

1. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
2. Anything mentioned in the General Exclusions on page 13.

### E. Funeral expenses and body repatriation

1. Cost of returning **Your** body or ashes to **Your** home address and/or the cost of cremation or burial in the country where death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one **Relative** to travel out and accompany the remains.
3. Cover in the **United Kingdom** applies but is limited to the amount shown on **Your Policy Schedule**.

### E. What is not covered

1. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
2. Anything mentioned in the General Exclusions on page 13.

### Additional conditions applying to Section 1

1. All cover under this section must be prescribed or recommended by a **Medical Practitioner**. If **You** are admitted as an in-patient in a hospital/clinic **You** must notify **Our Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs, as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
2. **Our Assistance Company's** doctors have the authority on **Our** behalf to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
3. Where repatriation/evacuation is required, **We** will decide on the mode of transport taking into consideration **Your** medical condition, any medical requirements and the accessibility of **Your** location. The transport can be carried out by air ambulance, helicopter, scheduled or charter aeroplane, train, taxi and/or with other persons e.g. on scheduled or charter flights (economy class).
4. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation (WHO) or **United Kingdom** public health authority prior to **Your** travel including malaria medication. If **You** fail to take such precautions and it is determined that the **Illness** is a result of **Your** negligence, **Your** cover under Section 1 may be void.



## Section 2 - Personal Accident

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, who sustains **Bodily Injury** as a sole and direct result of an accident during the **Trip** giving rise to

### A. Death occurring within 12 months of the accident

Persons aged 18 to 69 years: 100% of the sum insured. Persons aged under 18 or over 69 years: £1,000 maximum.

### B. Disablement resulting in Your permanent and absolute inability to attend to a profession, business or gainful occupation of any kind

Persons aged 18 to 69 years: 100% of the sum insured. Persons aged under 18 or over 69 years: £1,000 maximum.

### C. Permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

Persons aged 18 to 69 years: 100% of the sum insured. Persons aged under 18 or over 69 years: £1,000 maximum.

### Additional conditions applying to Section 2

1. Compensation for disablement will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
2. Disablement is assessed as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insurance Event** causing **Bodily Injury**.
3. It is a condition for payment of disablement compensation under B and C above that the **Insured Person** is alive on the date of payment.
4. **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
5. If an **Insured Person** disappears but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
6. Any disablement compensation that has been paid in connection with an **Insurance Event** resulting in death will be deducted from the sum insured for death.
7. The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **Permanent Total Disablement**.
8. A pre-existing disablement does not entitle the **Insured Person** to any higher assessment of compensation than if such disablement had not previously existed.

9. Where more than one **Insured Person** suffers **Bodily Injury** in the same **Insurance Event**, the maximum **We** will pay in total is £50,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.
10. The **Insured Person** (or in the case of death, the deceased's personal representatives or next of kin) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.

## Exclusions applying to Section 2

### What is not covered

1. Any **Insurance Event** arising as a consequence of a nuclear, chemical or biological **Terrorism** act
2. Any **Bodily Injury** which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War and Civil Unrest** area
3. Any **Insurance Event** arising from
  - i. **You** being the driver, rider or passenger of an all terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not
  - ii. **Your** participation in any excluded **Hazardous Activities and Sports**.
4. Persons aged 86 and over (at the start of a Single trip **Policy**)
5. Persons aged 80 and over (at the start of a **Trip** covered by an Annual multi-trip **Policy**)
6. An **Insured Person** engaging in any Sports and Leisure Activities or Winter Sports where this **Policy** specifically states that Personal Accident cover is excluded (regardless of whether the Special Sports and Activities or Winter Sports premium has been paid).
7. Anything mentioned in the General Exclusions on page 13.

## Section 3 - Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the table "Cover limits and applicable excesses" on pages 6 & 7, following necessary and unavoidable cancellation of a **Trip**.

- ### A. All travel charges that You have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the Trip that You are necessarily required to cancel as a result of:
1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom **You** have arranged to travel or stay).
  2. **You** or any person with whom **You** have arranged to travel or stay being summoned for unforeseeable compulsory military and/or jury service or as a witness in a court of law (except in a professional capacity as an expert witness) during the period of the **Trip**.
  3. **Your** redundancy (qualifying **You** to claim for payment under

current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised to **Us** within 14 days of its announcement.

4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after **We** have accepted this insurance.

### Exclusions applying to Section 3

#### What is not covered

1. Any cancellation arising from circumstances that could reasonably have been anticipated at the time **You** booked **Your Trip** or purchased this insurance.
2. Cancellation caused by Pregnancy or Childbirth unless the cancellation is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
3. Any cancellation following **Your** disinclination to travel or to continue with **Your Trip** or **Your** loss of enjoyment of the **Trip**.
4. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
5. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **Your Trip**.
6. Any charges in respect of the **Trip**
  - i. for which there is no contractual liability or
  - ii. which are recoverable elsewhere.
7. Any costs or expenses arising from a **Catastrophe**.
8. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel organiser.
9. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
10. Any failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A)
11. Any claim arising from a **Mental Illness**, unless declared to **Us** and accepted by **Us** in writing.
12. Any Cancellation of a **Trip** caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer.
13. Any claim arising directly or indirectly from a **Pre-existing Health Problem**, known to **You** prior to the commencement of the **Policy Period**, affecting any **Relative**, travelling companion who is not insured under this **Policy** or person with whom **You** intend to stay whilst on **Your Trip** if:
  - i. a terminal diagnosis has been received prior to the commencement of the **Policy Period**;
  - ii. they were on a waiting-list, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the **Policy Period**;or during the 90 days immediately prior to the commencement of the **Policy Period** they had;
  - i. required surgery, inpatient treatment or hospital consultations; or
  - ii. required any form of treatment, been taking (or should have been taking) any prescribed medication, been prescribed new medication, or had a change in medication.
14. The **Policy Excess** except where **You** have paid the Excess

Waiver Premium and it is shown on **Your Policy Schedule**.

If **You** are claiming only for loss of deposit then the excess is reduced to £30 per **Insured Person** per claim.

15. Anything mentioned in the General Exclusions on page 13.

### Additional conditions applying to Section 3

**You** are obliged to immediately advise **Us** of any changed circumstances which become apparent after the date of issue of the **Policy** and before commencement of any **Trip** during the **Period of Cover** which **You** could reasonably foresee as likely to give rise to a claim under the **Policy**. **We** reserve the right to alter the terms of insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **You** in respect of loss of deposits or charges that **You** have necessarily incurred up to the date **You** advise **Us** of such changed circumstances.

### Section 4 - Curtailment

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the table "Cover limits and applicable excesses" on pages 6 & 7, following necessary and unavoidable **Curtailment** of a **Trip**.

**All reasonable additional travel expenses incurred by You in returning to Your home address in the United Kingdom where such return is urgently necessitated as a result of:**

1. The death, serious **Illness** or severe **Bodily Injury** of **Your Relative** or **Close Business Associate**, where such **Relative** or **Close Business Associate** is resident in the **United Kingdom**.
2. **Your Kidnap** or the **Hijack** of the scheduled **Public Transport** or ship on which **You** are travelling.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised after **Your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after commencement of the **Trip**.

## Exclusions applying to Section 4

### What is not covered

1. Any **Curtailment** of a **Trip** that was commenced prior to the **Period of Cover** unless declared to and accepted by **Us**.
2. Any **Curtailment** as a consequence of **Terrorism**.
3. Any **Curtailment** of a **Trip** due to the fear of an epidemic or pandemic.
4. **Curtailment** caused by Pregnancy or Childbirth unless the **Curtailment** is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
5. Any expense following **Your** disinclination to travel or to continue with **Your Trip** or **Your** loss of enjoyment of the **Trip**.
6. Any expense arising from circumstances that could reasonably have been anticipated at the time **You** commenced **Your Trip**.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail the **Trip**.
8. Any charges in respect of the **Trip**
  - i. for which there is no contractual liability or
  - ii. which are recoverable elsewhere.
9. Any costs or expenses arising from a **Catastrophe**.
10. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
11. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
12. Any claim arising from a **Mental Illness**, unless declared to **Us** and accepted by **Us** in writing.
13. Any Curtailment or Interruption caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer.
14. Any claim arising directly or indirectly from a **Pre-existing Health Problem**, known to **You** prior to the commencement of the **Policy Period**, affecting any **Relative**, travelling companion who is not insured under this **Policy** or person with whom **You** intend to stay whilst on **Your Trip** if:
  - i. a terminal diagnosis has been received prior to the commencement of the **Policy Period**;
  - ii. they were on a waiting-list, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the **Policy Period**;or during the 90 days immediately prior to the commencement of the **Policy Period** they had;
  - i. required surgery, inpatient treatment or hospital consultations; or
  - ii. required any form of treatment, been taking (or should have been taking) any prescribed medication, been prescribed new medication, or had a change in medication.
15. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
16. Anything mentioned in the General Exclusions on page 13.

## Additional conditions applying to Section 4

1. All **Curtailment** costs must be authorised in advance by **Our Assistance Company**.

## Section 5 - Travel delay and disruption

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the table "Cover limits and applicable excesses" on pages 6 & 7 following travel delay and disruption.

### A. Travel delay

#### Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which You are scheduled to travel

1. The amount as shown in the tables "Cover limits and applicable excesses" on page 6 for each full twelve-hour period that **You** are delayed on **Your** Outward Journey or Return Journey or
2. The full deposit or cancellation charges (non-recoverable) if, after 12 hours delay to **Your** Outward Journey only from the **United Kingdom**, **You** choose to cancel the **Trip**. Such compensation cannot exceed the sum insured for Section 3 - Cancellation.

### B. Missed connection

#### Disruption of Your scheduled travel itinerary due to the failure or delay of any pre-booked Public Transport to the Trip destination point.

This section does not apply to **Trips** taken solely within the **United Kingdom** or Republic of Ireland if this is **Your** normal country of residence, (except for **Trips** to the Channel Islands).

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) to the original booking, necessarily incurred to reach the booking destination.

### C. Missed departure

#### Travel Delay occurring en route to point of departure (outward journey) resulting in You missing Your first international departure.

**An accident or breakdown involving the car or public means of transport in which you are travelling, or an accident causing a traffic holdup or in which you are involved by providing first aid which causes you to arrive at the airport, port or station you are leaving from too late to commence the pre-booked planned journey.**

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking up to the sum Insured for each **Insured Person**.

## Exclusions applying to Section 5

### What is not covered

1. Travel delay caused by **Strike** or industrial action that started or was announced before **Your Trip** was booked or the insurance was purchased.
2. Any costs of expenses arising from a **Catastrophe**.
3. Costs or charges for which a car rental company, a transport provider or other insurance **Policy** will compensate **You**.
4. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought or the **Trip** was booked.

## Additional conditions applying to Section 5

Each **Insured Person** must:

1. Take all reasonable steps to complete the scheduled journey on time.
2. Check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
3. Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.
4. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
5. Obtain written confirmation from the **Public Transport** provider if **You** miss **Your** departure due to the failure or delay of the means of **Public Transport** on which **You** were travelling.
6. Obtain a police accident report if **You** miss **Your** departure because the vehicle in which **You** were travelling was involved in an accident and/or **You** were required to provide a witness statement.
7. Apply in a timely manner to the airline or carrier for compensation **You** are entitled to under EU Regulation No. 261/2004/EC "Air Passenger Rights".
8. **You** can only claim under one of the sections 5a, 5b and 5c.

## Section 6 - Personal Effects

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured and limits shown in the tables "Cover limits and applicable excesses" on page 6, for the loss, damage or theft of **Personal Effects**.

**We** will settle claims on an indemnity basis i.e. a deduction will be made for wear and tear and depreciation.

- A. Accidental loss, damage or theft of Personal Effects**  
**We will, pay the intrinsic value of items at the time the loss occurred, up to the sum insured in total and subject to the Single Item Limit and Valuables limits set out in the tables "Cover limits and applicable excesses" on pages 6 & 7. A limit of £150 will be applied to claims for prescription glasses and sunglasses. A limit of £100 will be applied to claims for mobile phones.**

## Exclusions applying to Section 6

### A. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring
  - i. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging
  - ii. due to atmospheric or climatic conditions
  - iii. during any process of cleaning, dyeing, repairing or restoring
  - iv. to **Sports Equipment** while in use
  - v. due to mechanical or electrical breakdown or derangement
  - vi. to any items being shipped as freight or under a bill of lading
  - vii. to **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - viii. any **Valuables**, fragile articles or electronic equipment in baggage or in transit outside of **Your** personal control
  - ix. to prosthetic limbs and/or hearing aids.
4. Any loss of unattended items left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
6. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
7. Any **Winter Sports or Golf Equipment** unless **You** have paid the required Additional Premium where cover will apply under Sections 12 and 13.
8. Dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; musical instruments; glass; china; antiques; pictures; pedal cycles; hearing aids; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession, unused mobile telephone rental charges or pre-payments.

### B. Accidental loss or theft of personal money and travel documents

**We will pay up to the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, subject to the sub limit for Cash, for accidental loss or theft of personal money, passport, and Travel Documents belonging to You whilst being personally carried by You or in a safety deposit box whether in Your hotel room or under the supervision of the accommodation in which You are staying or in a bank or whilst in securely locked Private Accommodation.**

1. If **You** are under the age of 18, **We** will not pay more than 20% of the amount for **Cash** shown on **Your Policy Schedule**.
2. Reasonable additional costs incurred in obtaining a replacement Passport or **Travel Documents**.

## Exclusions applying to Section 6

### B. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses
  - i. occurring as a result of **Personal Money** or **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers or in transit outside of **Your** control.
  - ii. arising due to non-compliance with any of the terms of issue of any **Personal Money**
  - iii. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained
3. Any loss of unattended **Personal Money** left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.
4. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.

## Additional conditions applying to Section 6

1. A claim for **Personal Money** lost by or stolen from **You** will only be considered if **You** report such a loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
2. **We** will only be responsible for losses of **Personal Money** or **Cash** to the extent **You** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
3. Original purchase receipts will be required for items of luggage, clothing and **Personal Effects** where these are less than one year old.

## Section 7 - Luggage Delay

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7 for the delay of personal effects by more than 12 hours after the actual arrival time of the **Insured Person** for

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.

## Exclusions applying to Section 7

### What is not covered

1. Losses in respect of any **Personal Effects** delayed on a return journey to **Your** usual place of residence.
2. Delay of **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

## Additional conditions applying to Section 7

1. Any payment made under this section will be deducted from any subsequent payment made under Section 6 for accidental loss, damage or theft of **Personal Effects**.

## Section 8 - Personal Liability

This section of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, in relation to personal liability.

### A. Costs and expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Cover resulting in

1. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family and Couple** or household or of a person in **Your** service.
2. **Bodily Injury** or death to any third party who is not an **Insured Person**, a member of **Your Family** or household or in **Your** Service.

The indemnity provided by this section extends to cover costs and expenses recoverable by **You**, provided they were incurred before the date on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **You** with **Our** written consent.

In the event of **Your** death **Your** personal representative will receive the benefit of cover provided by this section.

## Exclusions applying to Section 8

### What is not covered

1. Where legal liability arises directly or indirectly out of
  - i. **Your** trade profession or business
  - ii. contractual liability unless such liability would have attached in any event in the absence of such contract
  - iii. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft, watercraft, or any mechanically or electrically propelled vehicle or lift
  - iv. **You** having transmitted disease to other persons via infection or otherwise
  - v. wilful, malicious or criminal acts
  - vi. ownership, possession or use of animals or firearms
  - vii. ownership of any land or buildings.
2. Any fines or other penalties.
3. Legal liability in respect of loss or damage to any property owned or held in trust by **You** or in **Your** custody or control other than use of a hotel and other similar temporary accommodation.
4. The **Policy** does not cover personal liability if the personal liability is a consequence of participating in Covered Leisure

Activities listed on pages 36-38 unless otherwise stated on pages 36-38.

5. Any liability arising out of actions between **Insured Persons**.
6. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
7. Anything mentioned in the General Exclusions on page 13.

#### **Additional conditions applying to Section 8**

1. If **You** know of any **Insurance Event**, which may result in a claim under this section **You** must
  - i. inform **Us** in writing without delay
  - ii. send all correspondence and legal documents to **Us** unanswered
  - iii. not discuss liability with any third party.
2. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may at our own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. Where more than one **Insured Person** is involved in the same **Insurance Event**, the maximum **We** will pay in total is £2,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

## Section 9 - Legal Costs and Expenses

Important - cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**). The legal advice service is provided by DAS Law Limited and or a preferred law firm on behalf of **DAS**.

### DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274, Website: [www.das.co.uk](http://www.das.co.uk).

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**DAS** agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the **insured incident** is during the **policy period**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
4. the **insured incident** happens within the **countries covered**.

### What DAS will pay

**DAS** will pay an **appointed representative**, on the **Insured Person's** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that

**reasonable prospects** exist

- d. for an enforcement of judgment to recover money and interest due to the **Insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

### What DAS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **Insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

### Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**:

### Appointed representative

The **preferred law firm** or law firm **DAS** will appoint to act on behalf of the **Insured Person**.

### Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- b. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **DAS'** agreement.

### Countries covered

Worldwide

### DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured person** first became aware of it.)

### Insured person

The person stated on the **Policy Schedule** as being insured.



## Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

## Reasonable prospects

The prospects that the **Insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS'** behalf, will assess whether there are **reasonable prospects**.

## DAS

DAS Legal Expenses Insurance Company Limited.

## Insured incident

A specific or sudden accident that causes death or **Bodily Injury** to the **insured person**.

## What is covered

Costs and expenses to pursue **Your** legal rights following a specific or sudden accident that causes death or **Bodily Injury** to the **insured person**.

## Exclusions applying to Section 9

Also see **General Exclusions**

### What is not covered

**DAS** will not pay for the following:

1. Any claim relating to any **Illness** or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to an **insured person**.
3. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Any claim relating to clinical negligence.
5. A claim where an **Insured Person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
6. An incident or matter arising before the start of this cover.
7. **Costs and expenses** incurred before **DAS'** written

acceptance of a claim.

8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against Great Lakes Insurance SE, ERGO Travel Insurance Services Ltd or their respective agents.
14. Any claim where **you** are not represented by a law firm or barrister.

## Conditions applying to Policy Section 9

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.  
b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.  
c. If the **insured person** chooses a law firm as their **appointed representative** which is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.  
d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.



- b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to give.
- 3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- 4. a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
- 5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
- 6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **DAS** has paid.
- 7. If there is a disagreement between the **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **DAS**. If there is a disagreement over the

choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **Insured Person** and **DAS** or may be paid by either you or **DAS**.

- 8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
- 9. An **insured person** must:
  - a. keep to the terms and conditions of this section
  - b. take reasonable steps to avoid and prevent claims
  - c. take reasonable steps to avoid incurring unnecessary costs
  - d. send everything **DAS** asks for, in writing, and
  - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
- 10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
  - a. a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
- 11. Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
- 12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
- 13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### **Eurolaw Legal Advice**

**DAS** will give an **insured person** confidential legal advice

over the phone on any personal legal problem under the laws of the **United Kingdom** of Great Britain and Northern Ireland, any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

An **insured person** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **insured person** back depending on the **insured person's** enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help check and improve service standards, **DAS** may record all calls.

To contact the above service, phone **DAS** on +44 (0) 117 934 0548. When phoning, please quote the policy number.

**DAS** will not accept responsibility if the Helpline Service is unavailable for reasons **DAS** cannot control.

## DATA PROTECTION

To comply with data protection regulations **DAS** are omitted to processing the personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this.

**DAS** may collect personal details, including the name, address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records.

This is for the purpose of managing the products and services, and this may include underwriting, claims handling and providing legal advice.

## WHO DAS ARE

**DAS** is part of **DAS UK Holdings Limited** (**DAS UK Group**). The uses of the personal data by **DAS** and members of the **DAS UK Group** are covered by **DAS'** individual company registrations with the Information Commissioner's Office.

## HOW DAS WILL USE YOUR INFORMATION

**DAS** may need to send the personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers and specialist agencies so they may contact **You** to ask for the **Your** feedback, or members of the **DAS UK Group**. If the policy includes legal advice **DAS** may have to send the information outside of the European Economic Area

in order to give legal advice on non-European Union law. **DAS** will not disclose the personal data to any other person or organisation unless **DAS** are required to by **DAS'** legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

## What is our legal basis for processing your information?

It is necessary for **Us** to use the personal information to perform **Our** obligations in accordance with any contract that **We** may have with the person taking out this **Policy**. It is also in **Our** legitimate interest to use the personal information for the provision of services in relation to any contract that **We** may have with the person taking out this **Policy**.

## How long will your information be held for?

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce **Our** agreements. If **You** no longer want **Us** to use the personal data, please contact **Us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, **DAS Legal Expenses Insurance Company Limited**, **DAS House**, Quay Side, Temple Back Bristol, BS1 6NH. Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## Section 10 - Personal Assistance Services

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, in respect of

### The administrative and delivery cost of providing the following services per Trip.

#### A. Information about Your destination. We can provide information on:

1. Current visa and entry permit requirements for any country. However, if **You** hold a passport from a country other than Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, **We** may need to refer **You** to the UK Embassy or Consulate of that country
2. Current requirements for inoculations and vaccinations for any country in the World and advice on current World Health Organisation warnings
3. Arranging relevant inoculations and vaccinations before the commencement of a **Trip** abroad. **We** will not pay the cost of these inoculations or vaccinations
4. Climate
5. Local languages
6. Time differences
7. Main bank opening hours, including whether or not a Bank Holiday falls within **Your** intended **Trip**
8. Motoring restrictions, regulations, Green Card and other insurance issues.

#### B. Transfer of Emergency Funds. We will transfer emergency funds to You in case of urgent need, up to a maximum under this Policy, per Trip, of £500.

1. This service will apply when access to **Your** normal financial/banking arrangements is not available locally, and is intended to cover **Your** immediate emergency needs.
2. **You** must authorise **Us** to debit **Your** credit or charge card with the amount of the transfer, or
3. **You** must make alternative arrangements to deposit the funds in **Our** account in the UK.

#### C. Message Relay.

1. **We** will transmit two urgent messages following **Illness**, accident or travel delay problems.

#### D. Drug Replacement

1. **We** will assist **You** in replacing lost drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which are unobtainable overseas. **We** can source and deliver to **You** compatible blood supplies.

#### E. Non-Emergency Medical Referral

1. We will provide the names and addresses of local doctors, hospitals, clinics and dentists when consultation or minor treatment is required.
2. If any other treatment is involved, **You** must contact **Us** as soon as possible, before **You** incur charges of more than £500.

3. If **Your** child (aged under 18 years) who has been left in the country of departure becomes ill or suffers injury, **We** can provide medical advice and monitor the situation until **Your** return home.

#### F. Tracing Lost Luggage

1. If **Your** luggage is lost or misdirected in transit, and the Carrier has failed to resolve the problem, **We** will help with tracing and re-delivering the luggage. **You** will need to have **Your** luggage tag number available.

#### G. Replacement Travel Documents

1. **We** will help **You** replace lost or stolen tickets and Travel Documents and refer **You** to suitable travel offices.

#### H. Lost Credit Cards

1. If **Your** credit or charge cards are lost or stolen while **You** are abroad, **We** can advise the appropriate card issuers.

#### I. Homecall Referral

1. If **Your** home suffers damage during **Your Trip**, then **We** can arrange for a repairer from **Our** list of approved tradesmen to contact **You** to effect emergency repairs to the domestic plumbing or drainage system, the domestic gas or electricity supply, the roofing, external locks, doors or windows, or the fixed heating system.
2. **You** can call **Us** for help up to 7 days after **You** have returned home from a **Trip**.
3. **You** will be responsible for the payment of all charges associated with effecting the repair, including any call-out fee, and **You** should make arrangements to pay the repairer at the time the work is carried out.

### Exclusions applying to Section 10

#### What is not covered

1. The cost of any items or of blood (unless insured under another Section of this **Policy**).
2. The cost of any replacement **Travel Documents** insured under another Section of this **Policy**.

## Section 11 - Catastrophe (Optional)

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, in respect of

### The disruption of Your Trip by a Catastrophe

1. Reasonable additional accommodation and travel expenses necessarily incurred to return to **Your** home or go to an alternative destination or continue to the booked destination via an alternative route, in the event that **Your Trip** is disrupted by a **Catastrophe**.

## Exclusions applying to Section 11

### What is not covered

1. Circumstances already known at the time of purchasing this **Policy** or booking the **Trip**.
2. Claims not supported by a written report from the appropriate authorities.
3. Claims that are not justifiable given the circumstances, for example, the fear of an event happening or not taking place.
4. **Your** decision not to remain in **Your** booked accommodation or to continue **Your** planned itinerary when official directives from local authorities state that it is acceptable to do so.
5. Any expense recoverable from the tour operator, airline, hotel, provider of services or elsewhere.
6. Anything mentioned in the General Exclusions.

### Additional conditions applying to Section 11

1. If several **Insured Persons** are involved in the same **Insurance Event**, our aggregate limit shall not exceed £50,000.
2. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

## Section 12 - Winter Sports (Optional)

This section applies only if the additional premium for Winter Sports cover has been paid and "Winter Sports Cover" is shown on the **Policy Schedule** and the **Insured Person** is aged 65 years of age and under at the time of the **Policy** start date.  
For Annual multi-trip policies this section provides cover up to a maximum of 17 days in total during the **Policy Period** if the additional premium for Winter Sports cover has been paid.

**Cover is provided for all amateur non-hazardous winter sports as listed below:**

**Ice-skating** (outdoor) - **skiing and snowboarding** (off-piste in designated areas only) - **skiing and snowboarding** (on piste/ glacier) - **tobogganning**

**Cover is provided for the following Winter Sports activities if the required Additional Premium is paid. Cover is excluded under Section 2: Personal Accident and Section 8: Personal Liability:**

**Ice sailing - ice windsurfing - skidoo - snow mobiling**

**Cover is not provided for the following Winter Sports activities:**

**Bobsleigh - freestyle skiing** (including aerials) - **heli-skiing** - **ice hockey - luge - paraskiing - skeleton - ski jumping - ski racing - ski stunting - skiing and snowboarding** (off-piste outside recognised and authorised areas).

A winter sports incident leading to a valid claim will be covered under the **Policy**. However, no cover for **Winter sports equipment** will be provided under the **Personal Effects Policy** section and Avalanche Travel Delay will not be covered under the **Policy** sections 3, 4 and 5. Please see below for details of **Winter sports equipment** cover.

This part of the **Policy** sets out the additional cover we provide to each **Insured Person**, per **Insured Journey**, if **You** are participating in Winter Sports up to the sum insured set out in the tables "Cover limits and applicable excesses" on pages 6 & 7 in total. The additional cover is subject to the general **Policy** Conditions, Exclusions, and other terms.

### A. The accidental loss, damage or theft of Your Winter sports equipment(E.g. skis,board, bindings, boots)

The value of items after consideration of wear and tear.

## Exclusions applying to Section 12

### What is not covered - A

1. Items delayed or detained, confiscated by Customs or any other officials or public authorities.
2. Depreciation in value.
3. Any amounts that are paid under another **Policy** or recoverable elsewhere.
4. For any loss or damage occurring:
  - a. due to normal wear and tear, superficial marks and scratches, dents or defacement of **Winter sports equipment**
  - b. during cleaning, repairing or restoring
  - c. to any items being shipped as freight or under a bill of lading.
  - d. to **Winter sports equipment** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.
5. The loss of unattended items left in a public place or unattended motor vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry or from a secure area designated for the storage of ski equipment.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
7. The loss or damage to items whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.
8. Any Specific Exclusions applying to Winter Sports Cover

9. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.

## B. The accidental loss, damage or theft of hired Winter Sports equipment (e.g. skis, board, bindings, boots)

Loss of deposit or reasonable fees or costs of repair charged by the hiring agent.

### Exclusions applying to Section 12

#### What is not covered - B

1. All issues mentioned under the "What is not covered" heading in cover A above.
2. Any Specific Exclusions applying to Winter Sports Cover.

## C. Compensation for the costs of the ski pack if You are prevented from skiing for more than 48 hours following Your Accidental Injury, Bodily Injury or Illness sustained during your holiday

The proportional amounts of irrecoverable prepaid charges **You** have paid or are contracted to pay before the holiday departure date for:

1. Winter Sports lessons
2. hired skis or board (including bindings) boots, sticks and poles
3. Winter Sports lift-pass and Winter Sport school costs.

### Exclusions applying to Section 12

#### What is not covered - C

1. Intentional **Self-injury**.
2. Any **Pre-Existing Medical Conditions or Health Problems** or injury.
3. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a **Medical Practitioner**) or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression.
4. Driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding 125cc engine capacity.
5. Any other Winter Sport activities or sports considered by **Us** to be hazardous (see Specific Exclusions).
6. Any Specific Exclusions applying to Winter Sports Cover.

## D. Compensation for the costs of the ski pack if You are prevented from skiing for more than 48 hours following adverse snow conditions or avalanche which result in the total closure of all of skiing facilities piste closure in Your resort

The proportional amounts of irrecoverable prepaid charges **You** have paid or are contracted to pay before the holiday departure date for

1. Ski lessons
2. hired skis or board (including bindings) boots, sticks and poles
3. Winter Sports lift-pass and Winter Sport school costs.
4. A daily sum stipulated in **Your** schedule covering the transport costs of transferring **You** to an alternative resort where there are adequate snow conditions.
5. If it is not possible to arrange transport to an alternative resort with adequate snow conditions, compensation for each complete day you are unable to perform **Your** Winter Sport.

### Exclusions applying to Section 12

#### What is not covered - D

1. Policies purchased within 14 days of departure unless the Winter Sport holiday was booked at the same time.
2. Any Specific Exclusions applying to Winter Sports Cover.

## E. Travel delay due to Avalanche

Additional travel and accommodation expenses necessarily incurred in the event that the Outward Journey or Return Journey is delayed beyond the scheduled arrival/departure time as a direct consequence of avalanche, subject to a delay of not less than 12 hours having occurred.

### Exclusions applying to Section 12

#### What is not covered - E

1. Policies purchased within 14 days of departure unless the Winter Sport holiday was booked at the same time.
2. Any Specific Exclusions applying to Winter Sports Cover.

### Additional conditions applying to Policy Section 12

- a. Cover relating to piste closure will only apply while there are poor snow conditions or avalanche risks at **Your** resort during Winter Sports holidays commencing on or after the **1st January** and ending before **16th April**. **You** must obtain written confirmation from the appropriate authority to confirm that pistes were closed and that it was not possible to travel to another resort
  - i. if the resort area booked by **You** does have skiing facilities situated above 1600 meters from surface ground
  - ii. if **You** are not compensated from any other source.
- b. Original purchase receipts will be required for items of ski equipment where these are less than one year old.
- c. **You** will supply at **Your** own expense a detailed explanation

regarding any claim arising under this **Policy** section including, where deemed necessary by **Us**, any corroboration from the relevant authorities.

### Specific Exclusions applying to Section 12

#### What is not covered

These exclusions apply to all sections of Winter Sports Cover. **You** should always read the **General Exclusions** which apply to all sections of the **Policy**.

1. Hazardous winter sport activities excluded as mentioned in the excluded winter sports list on page 28.
2. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
3. Anything mentioned in the General Exclusions on page 13.

## Section 13 - Golf Cover (Optional)

For Annual multi-trip policies this section provides cover up to a maximum of 17 days in total during the **Policy Period**.

A golfing incident leading to a valid claim will be covered under the **Policy** however no cover for **Golf Equipment** will be provided under Section 5 Travel Delay or Section 6 **Personal Effects**. Please see below for details of **Golf Equipment** cover.

This part of the **Policy** sets out the cover we provide to each **Insured Person** in total, per Insured Journey not exceeding the sum insured set out in the "Cover limits and applicable excesses" on pages 6 & 7. The additional cover is subject to the general **Policy** terms and conditions.

### A. Loss of Golf Equipment

The value or repair of any of **Your** own **Golf Equipment** (after making proper allowance for wear and tear and depreciation) which is lost, stolen, damaged or destroyed. Limited to £1,000 per single item, pair or set.

### B. Hire of Golf Equipment

The reasonable cost of hiring replacement **Golf Equipment** as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **Your** own Golf Equipment during the period of insurance.

## Exclusions applying to Section 13

### What is not covered - A and B

1. The hire of items under B if **You** have already repaired or replaced the same items under A.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your** own or **Your** hired Golf Equipment.
3. If **You** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** own or your hired Golf Equipment.
4. For **Your** own or **Your** hired golf equipment stolen from
  - a. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry
  - b. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am
5. If **Your** own or **Your** hired Golf Equipment is lost, damaged or delayed in transit, if **You** do not
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report, in the case of an airline) or,
  - b. follow up in writing within seven days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately.
6. Hire charges once **Your** Golf Equipment has been returned/delivered to **You**.
7. For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. If **You** do not apply in a timely manner to the airline or carrier for compensation **You** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".
9. More than £50 per single item, up to a maximum of £200 in total for any one claim if **You** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
10. Any claim for damage to Golf Equipment whilst in use;
11. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
12. Anything mentioned in the General Exclusions on page 13.

### C. Loss of Green Fees

An amount per day for the unused portion of **Your** Green Fees costs paid for or contracted to be paid for before your business / leisure **Trip** commenced, where **You** do not curtail the business / leisure **Trip**, but are certified by a medical practitioner as being unable to golf and use the golf facilities because of serious injury or **Illness** occurring during the **Trip** and where there is confirmation that no refund is available for the unused Green Fees.

## Exclusions applying to Section 13 C

### What is not covered

1. Claims that are not confirmed as medically necessary by the **Our Assistance Company** and where a medical certificate has not been obtained from the attending medical practitioner abroad confirming that **You** are unable to golf and unable to use the golf facilities.
2. Anything mentioned under What is not covered of Section 1 – Medical Emergency Expenses.
3. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
4. Anything mentioned in the General Exclusions on page 13.

## Section 14 - Special Sports and Activities Cover (Optional)

### A. Special Sports and Activities Extension

In addition to Section 1 (Emergency Medical Emergency & Repatriation Expenses) We will pay the necessary fees **You** are charged by specialist local rescue organisations for search, rescue and emergency transfer to hospital, up to **£750 per Insured Person per Trip**.

### B. Sports Gear and Activity Equipment

We will pay up to **£500 per Insured Person** if **Your sports gear and/or activity equipment is damaged, destroyed, lost or stolen during the Trip**. **Your sports gear and/or activity equipment will be covered whilst in use**.

### Additional conditions applying to Policy Section 14

1. **You** must take sufficient precautions to ensure the safety of **Your** sports gear and activity equipment and must not leave it unsecured or outside **Your** reach or Unattended at any time in a place to which the public have access.

## Exclusions applying to Section 14

### What is not covered

1. Participation as a professional sports person receiving payment for each appearance (other than sponsorship only)
2. Any sport or activity specifically excluded under this **Policy**.
3. Participation in organised competitions involving any Special Sports and Activities.
4. Any obligation upon **Us** to organise any search and rescue operation
5. Anything mentioned in the General Exclusions.
6. Sports gear/activity equipment used in mountaineering or potholing;
7. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.

## Section 15 - Business Cover (Optional)

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured and limits shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, for the loss, damage or theft of **Business Equipment** and **Business Money**.

**We** will settle claims on an indemnity basis i.e. a deduction will be made for wear and tear and depreciation.

### A. Accidental loss, damage or theft of Business Equipment

**We will, pay the intrinsic value of items at the time the loss occurred, up to the sum insured in total and subject to the Single Item Limit for any one item or sample of £500 and up to £1,500 for computer equipment. As shown in the "Cover limits and applicable excesses" on pages 6 & 7.**

## Exclusions applying to Section 15 A

### What is not covered

1. **You** engaging in manual work in conjunction with any profession, business or trade during the **Trip**;
2. The **Policy Excess** in respect of each and every claim (except where **You** have paid the Excess Waiver Premium);
3. More than £50 per single item, up to a maximum of £200 in total for any one claim if **You** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
4. Wear and tear or depreciation
5. Any claim for loss or theft of **Your** Business Equipment if **You** have not notified the police within 24 hours of its discovery and obtained a written report which includes the crime reference number
6. Any claim, if the loss or theft of **Your** Business Equipment occurs during a journey or whilst in the custody of an airline or other carrier or their handling agent and **You** have not obtained an official report or Property Irregularity Report (PIR)
7. Claims arising from delay, detention, seizure or confiscation by Customs or other officials
8. Damage caused by the leakage of powder or liquid carried with **Your** Business Equipment
9. Any breakage of fragile articles, unless the breakage is caused by fire or an Accident involving the vehicle in which **You** are being carried
10. Claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
11. Damage to, loss or theft of **Your** Business Equipment, if it has been left:
  - i. unattended in a place to which the public have access; or
  - ii. left in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report
  - iii. in the custody of a person who does not have an official responsibility for the safekeeping of the property



12. Any claim for Business Equipment delay, if **You** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of the delay
13. Anything mentioned in the General Exclusions on page 13.

## B. Business Equipment Hire

**We will pay the reasonable cost of hiring replacement Business Equipment, or the emergency courier of Your own Business Equipment, up to the amount set out in the tables "Cover limits and applicable excesses" on pages 6 & 7 as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of Your Business Equipment during the period of insurance.**

### Exclusions applying to Section 15 B

#### What is not covered

1. Any claim for loss or theft of Business Equipment if **You** have not notified the police within 24 hours of its discovery and obtained a written report which includes the crime reference number
2. Any claim, if the loss or theft of **Your** own Business Equipment occurs during a journey or whilst in the custody of an airline or other carrier or their handling agent and an official report or a Property Irregularity Report (PIR) was not obtained
3. Claims arising from **Your** own Business Equipment being delayed, detained, seized or confiscated by Customs or other officials
4. Claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
5. Damage to, loss or theft of **Your** own Business Equipment, which is being carried on a vehicle roof rack;
6. Damage to, loss or theft of **Your** own Business Equipment, if it has been left:
  - i. unattended in a place to which the public have access, or
  - ii. left in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report.
  - iii. in the custody of a person who does not have an official responsibility for the safekeeping of the property.
7. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
8. Anything mentioned in the General Exclusions on page 13.

## C. Business Money

**We will pay up to the amount set out in the tables "Cover limits and applicable excesses" on pages 6 & 7 for the loss or theft of Your business money during Your Trip.**

### Exclusions applying to Section 15 C

#### What is not covered

1. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
2. Any claim for loss or theft of business money if **You** have not notified the police within 24 hours of its discovery and obtained a written report which includes the crime reference number
3. Any claim, if the loss or theft of **Your** own Business Equipment occurs during a journey or whilst in the custody of an airline or other carrier or their handling agent and an official report or a Property Irregularity Report (PIR) was not obtained
4. Any loss if **You** have not taken reasonable steps to prevent a loss happening
5. Loss or theft of business money that is:
  - i. not on **Your** person; or
  - ii. not deposited in a safe, a safety deposit box or similar fixed container in **Your Trip** accommodation
  - iii. loss or theft of business money that does not belong to **Your** employer or **You**, if **You** are self employed
  - iv. loss or theft of travellers cheques, if the issuer provides a replacement service
  - v. depreciation in value, currency changes or shortage caused by any error or omission
6. Claims arising from delay, detention, seizure or confiscation by Customs or other officials
7. Anything that can be replaced by the issuer
8. Anything mentioned in the General Exclusions on page 13.

## Section 16 - Gadget Cover (Optional)

This section of cover is only applicable if the appropriate **Gadget** cover premium has been paid.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured shown in the tables "Cover limits and applicable excesses" on pages 6 & 7, for the loss, damage or theft of up to a maximum of two **Gadgets**.

**We will pay the intrinsic value (repair or replacement cost) of Your Gadget at the time the loss, damage or theft occurred, making proper allowance for wear and tear and depreciation. Where only part of Your Gadget has been lost, damaged or stolen We will only repair or replace that part.**

### Exclusions applying to Section 16

#### What is not covered

1. Items which **You** do not own or for which **You** are unable to provide proof of purchase, including items which are hired by **You** or loaned or entrusted to **You**.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your Gadget**.
3. Items delayed or confiscated by any government or public



authority.

4. Wear and tear and depreciation in value.
5. Loss, damage or theft of **Your Gadget** whilst on loan to anyone else other than **Your Family**.
6. Theft of the **Gadget** directly from **Your** person unless force or threat of violence is used.
7. Any loss or damage occurring
  - i. due to normal wear and tear, superficial marks and scratches, dents or other damage not affecting the normal function of **Your Gadget**.
  - ii. due to atmospheric or climatic conditions
  - iii. during any process of cleaning, repairing or restoring
  - iv. while charging or attempting to charge **Your Gadget**.
  - v. due to mechanical or electrical or electronic breakdown or derangement of hardware or software unless resulting from accidental damage
  - vi. to any items being shipped as freight or under a bill of lading
  - vii. whilst checked-in with luggage in the custody of an airline or other carrier (cover will only apply to items carried by **You** personally as hand luggage)
8. Any loss of an unattended **Gadget** left in a public place or at **Your** lodgings unless in securely locked Private Accommodation or from an unattended vehicle unless kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
9. Any loss from an unattended vehicle between the hours of 22:00 and 06:00.
10. Theft not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
11. Theft of or damage to accessories other than SIM or PCIMA cards which were in the **Gadget** at the time of the damage or theft.
12. Pre-paid air-time, subscription costs or fees of any kind.
13. The cost of replacing any software, downloaded material, data, information, intellectual property, personalised ring tones or graphics.
14. Any expense incurred as a result of not being able to use the **Gadget**, or any loss other than the repair or replacement costs of the **Gadget**.
15. Any claim for a **Gadget** which **You** have not specified at the time **You** purchase **Your Policy**, have paid the required Additional Premium and where 'Gadget Cover' is not shown on **Your Policy Schedule**.
16. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
17. Anything mentioned in the General Exclusions on page 13.

of two separate replacement claims in total during the **Period of Cover**.

5. If **We** determine that **Your Gadget** needs to be replaced following a valid claim, and it cannot be replaced with an identical, or fully refurbished Gadget of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value, taking into account the age and condition of the original **Gadget**.
6. If an identical replacement **Gadget** is not available in the country from which **You** make a claim (the country of loss or **Your** country of residence on **Your** return), **We** will not be liable for any additional shipping costs, import duties or taxes.

## Section 17 - COVID-19 cover

**PLEASE NOTE:** this section of cover extends the cover provided under Section 1 Emergency Medical and Repatriation Expenses, Section 3 Cancellation and Section 4 **Curtailement** of this **Policy** as follows:

### A. Cancellation

**We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Cover limits and applicable excesses" table for the level of cover **You** have selected, following necessary and unavoidable cancellation of a trip as a result of:

1. **You, Your Relative**, a member of **Your** household or travelling companion or a friend with whom **You** had arranged to stay has a diagnosis of COVID-19 within 14 days of **Your** booked departure date, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.
2. **You** being denied boarding on **Your** pre-booked outbound travel due to **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

### What is covered

1. The cost of all travel charges that **You** have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the trip that **You** are necessarily required to cancel.

### B. Curtailement

**We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Cover limits and applicable excesses" table for the level of cover **You** have selected, following necessary and unavoidable **Curtailement** of an **Insured Journey** as a result of:

1. Death of **Your Relative** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

### What is covered

1. All reasonable additional travel expenses incurred by **You** in returning to **Your** home address in the **United Kingdom**.

### Additional conditions applying to Policy Section 16

1. **We** will settle claims on an indemnity basis i.e. a deduction will be made for wear and tear and depreciation.
2. **Policy Excess.** Please refer to the table "Cover limits and applicable excesses" on pages 6 & 7.
3. The most **We** will pay for any one claim will be the replacement value of **Your Gadget** and in any case this shall not exceed Our maximum liability for the level of cover shown in the table "Cover limits and applicable excesses" on pages 6 & 7.
4. If **We** replace **Your Gadget**, **You** are covered for a maximum

## C. Emergency medical and repatriation expenses

**We** provide to each **Insured Person** in total, up to the sums insured shown in the "Cover limits and applicable excesses" table for the level of cover **You** have selected, in the event of an unforeseen medical emergency during an **Insured Journey** outside the **United Kingdom** as a result of **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

### What is covered

- Emergency medical and repatriation expenses:
  - Reasonable and necessary medical and hospital expenses, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
  - Returning **You** to the **United Kingdom** provided this is medically safe and authorised by **Us** or **Our Assistance Company**; and
  - The cost of a medical escort where this is deemed necessary by **Us** or **Our Assistance Company**, in the event of **Your** emergency repatriation to the **United Kingdom**; and
- Reasonable additional travel and accommodation expenses (room only) for **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**; and
- Reasonable additional travelling and accommodation expenses to repatriate **You** to the **United Kingdom** when **You** are denied boarding on **Your** pre-booked return travel due to **You** contracting COVID-19.
- Confinement benefit: a benefit payment of £30 for each complete 24 hour period up to £300 where **You** are ordered into self-isolation in **Your** holiday accommodation by a relevant Government authority, as a result of **You** contracting COVID-19.

### What is not covered applying to all sub-sections

Applicable in addition to any exclusion listed under Section 1 Emergency Medical and Repatriation Expenses, Section 3 Cancellation and Section 4 Curtailment of this **Policy** including anything mentioned in the General Policy Exclusions:

- Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
- Claims arising directly or indirectly from an outbreak of COVID-19 resulting in a national or local lockdown or any restrictions of movement affecting the area where **Your** home is located, the country or specific area or event to which **You** were travelling to or through, existing or being publicly announced by the date **You** purchased, renewed or extended this insurance or at the time of booking any **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.
- Any claim where **You** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **You** purchased, renewed or extended this insurance, or at the time of booking any **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.
- Your** quarantine when it has been imposed on a community, geographic location or vessel imposed by a government or public authority.

- Any claim made under Section 17 COVID-19 cover in addition to a claim under either Section 1 Emergency Medical and Repatriation Expenses, Section 3 Cancellation or Section 4 Curtailment of this **Policy**.

### Additional conditions applying to all sub-sections

In addition to the additional conditions applying to Section 1 Emergency Medical and Repatriation Expenses, Section 3 Cancellation and Section 4 Curtailment of this **Policy** including anything mentioned in the General Policy Conditions:

**We** will require (at **Your** own expense) the following evidence where relevant:

- A copy of the positive test result for COVID-19 **You** received from a registered **Medical Practitioner**.
- Written confirmation from the scheduled **Public Transport** operator (or their handling agents) confirming
- the exact reason for which **You** were denied boarding, together with details of any alternative transport offered.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other official document or medical report confirming **Your** diagnosis for COVID-19 which leads to **Your** self-isolation, or need to cancel **Your Insured Journey**.

## Important information - please read

**We** strongly recommend that **You** keep a record of all information given to **Us**, including telephone calls, copies of all letters, emails and the application and claim forms **You** completed whether in hard copy or on-line. A copy of the **Policy** is available on request.

### Your declaration and Changes

It is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see **Your** declaration: important questions relating to health, activities and the acceptance of **Your** insurance. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

### Financial Services Compensation Scheme

**You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100.

# Data protection notice

## Consent

**We** will only use **Your** personal data when the law allows **Us** to. Most commonly **We** will use **Your** personal data under the following two circumstances:

1. When **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your Policy**, to be collected and processed by **Us** in accordance with this Data Protection Notice.
2. Where **We** need to perform the contract which **We** are about to enter into or have entered into with **You**.

## How We use Your Personal Data

**We** use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your Policy** and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **Your** personal data to offer renewal of **Your Policy**, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** personal data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

**We** collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processor is Planet Earth Travel Insurance Services Ltd.

## Special Categories of Personal Data

Some of the personal data **You** provide to **Us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

## Sharing Your Personal Data

**We** will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on **Our** behalf in administering **Your Policy**, handling claims and in providing other services under **Your Policy**. Please see **Our Privacy Policy** for more details about how **We** will use **Your** information.

**We** will also share **Your** information if **We** are required to do so by law, if **We** are authorised to do so by **You**, where **We** need to share this information to prevent fraud.

**We** may transfer **Your** personal data outside of the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

## Your Rights

**You** have the right to ask **Us** not to process **Your** personal data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **We** hold **Your** personal data on paper or in electronic form.

**Your** personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

## Further Information

Any queries relating to how **We** process **Your** personal data or requests relating to **Your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, West Sussex, RH12 1TL, United Kingdom

Email: [dataprotectionofficer@ergo-travel.co.uk](mailto:dataprotectionofficer@ergo-travel.co.uk)  
Phone: +44 (0) 1403 788 510

## Complaints procedure

**We** aim to provide the highest service standards at all times. However, **We** recognise that **We** do sometimes get things wrong. Accordingly, **We** have set up a complaints procedure to allow **You** to tell **Us** about any aspect of **Our** service that **You** are dissatisfied with and to allow **Us** to review **Our** processes and any decisions **We** might have made. **Our** objectives are to ensure that **Your** concerns are dealt with promptly and fairly.

Please quote **Your** name, as shown on **Your Policy Schedule**, **Your Policy** number and if **Your** complaint is about a claim, the claim number, in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

The Managing Director, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, West Sussex RH12 1TL, United Kingdom

If **You** wish to make a specific complaint about:

Section 9 - Legal Costs and Expenses, please contact **DAS** by:  
- phoning 0344 893 9013  
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)  
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH  
- completing **DAS** online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If a complaint still cannot be resolved to **Your** satisfaction, **You** have the right to refer to:

The Financial Ombudsman Service (FOS),  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

The Financial Ombudsman Service can only deal with **Your** complaint after **You** have followed **Our** full complaints procedure. If **You** use **Our** complaints procedure or complain to the Financial Services Ombudsman, **Your** right to take legal action against **Us** is not affected.

If **You** have purchased **Your Policy** on-line, the European Commission has set up an online platform where consumers can register a complaint. **You** can find this platform at: <http://ec.europa.eu/odr> It will ensure **You** can complain to the right Alternative Dispute Resolution Body. In the UK this is the Financial Ombudsman Service (FOS).

## Covered Leisure Activities

Whilst the leisure activities listed below are themselves covered by the **Policy**, for some there is no cover for Personal Accident or Personal Liability for **Insurance Events** occurring as a consequence of participating in these activities. Please note some activities will only be covered if an Additional Premium has been paid for Special Sports and Activities Cover and this is shown on **Your Policy Schedule**. Please note Activities where an Additional Premium required are only available to persons aged up to age 69 for Annual multi-trip policies and up to age 85 for Single trip policies. Activities not listed as Covered Leisure Activities are excluded. If **You** are in doubt please contact Customer Services.

Activity	Personal Accident and Personal Liability covered?	Additional premium required for cover to apply?
Abseiling ✓	No	Yes
American Football ✓	No	Yes *
Animal conservation/Game Reserve work	No	Yes
Archery	Yes ◆	No
Athletics	Yes	No
Badminton	Yes	No
Baseball	Yes	No
Basketball	Yes	No
BMX Cycling ✓	Yes	No
Bowls	Yes	No
Boxing Training (no contact)	No	No
Bungee jumps (three jumps)	Yes	Yes *
Canoeing/Kayaking (Grade 1-3: only if wearing a lifejacket) ✓	No	No
Canoeing/Kayaking (Grade 4: only if BCU qualified and wearing a lifejacket) ✓	No	Yes
Camel or elephant riding or trekking	No	No
Clay-pigeon shooting	No	Yes
Cricket	Yes	No
Cross channel swimming (accompanied by support boat)	No	Yes
Cross Country running	Yes	No
Curling	Yes	No
Cycling (no racing or time trialling) ✓	Yes	No
Dry skiing	No	Yes
Fell running/ walking (no climbing)	Yes	No
Fencing	No	Yes
Field Hockey	No	No
Fishing (Fresh water and deep sea)	No	No
Flying as a passenger (private/small aircraft)	No	No
Football	No	No
Gaelic Football (non-competitive)	No	No
Gliding	No	Yes *
Go Karting (recreational use) ✓	No	No

Activity	Personal Accident and Personal Liability covered?	Additional premium required for cover to apply?
Golf	Yes	No
Gymnastics	No	Yes
Handball	No	Yes
Hang Gliding ✓	No	Yes *
Heptathlon	Yes	No
High Diving	No	Yes
Hiking (over 2,000 but under 6,000 metres altitude)	No	No
Hiking (under 2,000 metres altitude)	Yes	No
Horse riding (no Polo, Hunting, Jumping) ◆	No	No
Hot-air ballooning	No	Yes
Jet Boating (only if wearing a lifejacket)	No	Yes
Jet Skiing (only if wearing a lifejacket)	No	Yes
Jogging	Yes	No
Kite surfing/landboarding/Bugying ✓	No	Yes
Lacrosse	No	Yes
Marathons	No	Yes
Martial Arts (Training only)	No	Yes
Mountain Biking ✓	No	Yes
Mountain Boarding ✓	No	Yes
Motorcycling (over 50cc - no racing) ✓	No	Yes *
Motorcycling (under 50cc - no racing) ✓	No	Yes
Netball	Yes	No
Orienteering (no climbing)	Yes	No
Paintballing (wearing eye protection)	No	Yes
Parachuting ✓	No	Yes *
Parapenting ✓	No	Yes *
Parascending (over land) ✓	No	Yes *
Parascending (over water: only if wearing a lifejacket)	No	No
Rambling	Yes	No
Roller blading (in-line skating and skate boarding) ✓	Yes	No
Roller hockey/Street hockey (only if wearing pads) ✓	No	No
Rounders	Yes	No
Rowing (inland/coastal)	No	Yes
Rugby	No	Yes *
Running (sprint and long distance)	Yes	No
Safari (UK organised - no guns)	Yes	No
Sailboarding/sandboarding	No	Yes
Sand Yachting ✓	No	Yes *

Activity	Personal Accident and Personal Liability covered?	Additional premium required for cover to apply?
**Scuba diving (see notes on following page)	Yes	No
Skateboarding (wearing a helmet in a skatepark)	Yes	No
Skydiving ✓	No	Yes *
Snorkeling	Yes	No
Squash	Yes	No
Surfing	Yes ◆	Yes
Tennis	Yes	No
Trekking (over 2,000 but under 6,000 metres altitude)	No	No
Trekking (under 2,000 metres altitude)	Yes	No
Triathlon	Yes	No
Volleyball	Yes	No
Wake boarding ✓	No	Yes
War Games (non-armed forces)	No	Yes
Water polo	Yes	No
Water skiing	No	Yes
Weight - lifting	No	Yes
White or black water rafting (Grades 1 – 4) ✓	No	No
Windsurfing(if wearing a lifejacket and inside territorial waters only)	Yes ◆	No
Yachting/crewing(if wearing a lifejacket and inside territorial waters only)	Yes ◆	No
Zorbing/Hydrozorbing	No	Yes

\* The **Policy Excess** under Section 1; Emergency Medical and Repatriation Expenses is increased to £250 (Please note application of Excess Waiver will not delete this excess)

- ✓ Cover is only provided for these activities when wearing a recognised helmet designed for that activity.
- ◆ No Cover for Personal Liability

**Scuba Diving Notes:**\*\* Qualified divers, diving with a dive-buddy and in accordance with the guidelines of the relevant diving organization will be covered as follows:

Qualification	Maximum depth
PADI Open Water	18 metres
PADI Advanced Open Water	30 metres
BSAC Ocean Diver	20 metres
BSAC Sports Diver	30 metres
BSAC Dive Leader	30 metres

Other qualifications may be accepted but must be declared to **Us** prior to travel.

If **You** do not hold a diving qualification, **We** will only cover **You** to dive to a maximum depth of 18 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

**You** will not be covered under this **Policy** if **You** travel by air within 24hrs after participating in scuba diving.

## CONTACT DETAILS

### **POLICY HELPLINE (ADMINISTRATION & COVER QUESTIONS)**

**0161 439 0333**

### **TRAVEL INSURANCE CLAIMS**

**01403 788 983**

### **MEDICAL EMERGENCY & REPATRIATION**

**00 44 (0) 1273 624661**

### **PRE TRAVEL ADVICE (VISAS, INNOCULATIONS ETC)**

**01403 788 974**

### **LEGAL COSTS AND EXPENSES CLAIMS**

**00 44 (0) 117 934 2000**

### **DAS LEGAL ADVICE HELPLINE**

**00 44 (0) 117 934 0548**

To ensure **We** are consistent in providing **Our** customers with quality service, **We** may record **Your** telephone call.

Arranged by:

Planet Earth Travel Insurance Services Ltd,  
Sovereign House, The Bramhall Centre,  
Bramhall, Cheshire SK7 1AW.

Tel: 0161 439 0333

Email: [info@planetearthinsurance.co.uk](mailto:info@planetearthinsurance.co.uk)

[www.wearetravellinsurance.co.uk](http://www.wearetravellinsurance.co.uk)

Planet Earth Travel Insurance Services Ltd is authorised  
and regulated by the Financial Conduct Authority (FCA).  
Our Financial Services Register Number is 705878