



coverontrip

a new type of travel insurance



Bicycle travel insurance

Policy Wording

Bicycle single trip insurance

Introduction

This insurance is promoted, sold and distributed by COVERONTRIP DIGITAL INSURANCE Mediadores de Seguros S.A, which is registered in Spain by Dirección General de Seguros de España with registration number AJ0198 and registered address Calle Dr Gómez Ulla, 16, 28028 Madrid, Spain. **We** are authorised to provide insurance service in the UK by the Financial Conduct Authority under FRN 802641. This can be checked at <https://register.fca.org.uk/>. This insurance is underwritten by **ERV UK** a brand name of ETI International Travel Protection the UK Branch of Europäische Reiseversicherung (**ERV**) A.G Munich, an ERGO Group Company which is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority under FRN 220041. This can be checked at <https://register.fca.org.uk/>

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 **the Administrator** questions fully and accurately. Please see **Your declaration: important questions relating to health, activities and the acceptance of Your insurance** on the following page. **You** must tell **the Administrator** 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.

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** and **the Administrator**. **You** must read all of these documents carefully. Please contact **Us** immediately if this insurance does not meet **Your** requirements.

Useful telephone numbers

Emergency Medical Assistance

If **You** are currently in USA or Canada please call: +1 (0) 8447 800494

Or if **You**'re currently in any other country please call: +44 (0) 1 403 288 119

All Other Claims

For non medical assistance claims please call: +44 (0) 1403 217427

Please consider these questions very carefully in relation to **You** and **Your** travelling companions to be insured by **Us** and the **Administrator**. 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? If No, please proceed to the next question...	Yes	<p>You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day Cooling off period by emailing the Administrator at info@travelinsurancetot.co.uk and provided You have not made or intend to make a claim under this Policy We will refund Your premium in full. 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)? If No, please proceed to the next question...	Yes	
3. At any time during the last 5 years have You or Your travelling companions been treated for alcohol or drug addiction? If No, please proceed to the next question...	Yes	
4. Have You or Your travelling companions made, or tried to make, 3 or more travel insurance claims in the last 5 years? If No, please proceed to the next question...	Yes	
5. Do You or Your travelling companions have any unspent convictions for fraud, theft or malicious damage? If No, please proceed to the next question...	Yes	
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 No, please proceed to the next question...	Yes	Please email contact@erv.co.uk with full details
7. Are You taking part in any Leisure Activities? If No, please proceed to the next question...	Yes	This Policy only provides cover for certain Hazardous Activities and Sports depending on the cover option You purchase (Recreational, Touring, Extreme). Please see Appendix 1 for full details.
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? If No, please proceed to the next question...	Yes	We will not pay any Cancellation or Curtailment claims related directly or indirectly to the Pre-existing Medical Condition of someone You are going to stay with, a Relative , a Close Business Colleague , a travelling companion or anyone on whose health Your trip may depend if You were aware of the medical condition at the time this Policy was issued, renewed or extended or Your trip was booked.
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? h. any type of diabetes? If No, please proceed to the next question...	Yes	<p>There is no cover for claims related directly or indirectly to Pre-Existing Medical Conditions. You may cancel Your Policy within the 14 day Cooling off period by emailing the Administrator at info@travelinsurancetot.co.uk</p>
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? If No, Thank You . You do not need to contact Us .	Yes	

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Important notes

We wish to bring to **Your** attention some of the important features of **Your** Coverontrip **Bicycle** Travel Insurance **Policy**. All the words and phrases in bold have special meanings and are defined under Words with Special Meanings.

Administrator

Coverontrip, 40 - 42 Regent St, Bristol BS8 4HU

Complaints

The **Policy** includes a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint. Page 18.

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 by emailing the **Administrator** on info@travelinsurancetot.co.uk 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 **Your** premium in full.

Cruises

The **Policy** will not cover **You** for trips on Cruise-ships.

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 the part of the **United Kingdom** in which **You** reside governs **Your** **Policy**.

Hazardous Activities and Sports

The **Policy** will not automatically cover **You** when **You** take part in **Hazardous Activities and Sports**, including some types of cycling.

Whether **You** are covered or not for a particular activity will depend on the cover option **You** have chosen, as shown on **Your Policy Schedule** (***Recreational***, ***Touring***, ***Extreme***) in accordance with Appendix 1.

Medical expenses

The **Policy** does not provide private health care unless specifically approved by **ERV's Assistance Company**.

Personal effects/possessions 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 Excess

Claims under most sections of the **Policy** will be subject to a **Policy Excess**. Where there is a **Policy Excess** **You** will be responsible for paying this per person per claim. The amount of **Policy Excess** for each section of cover is shown on **Your Policy Schedule**.

Policy limits

Each section of the **Policy** has 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 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 this document carefully.

Proof of Ownership

No cover is provided in the event that **You** are unable to provide **Proof of Ownership** of **Your Bicycle**, such as the original purchase receipt.

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.

Reciprocal health agreements

If **You** are travelling to a **European Union** country **You** are strongly advised to obtain a European Health Insurance Card (EHIC). **You** can find full details and apply for the EHIC online at www.ehic.org.uk. This will entitle **You** to benefit from the reciprocal health agreements which exist between **EU** countries. If **You** require medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

Security requirements

The **Policy** contains conditions and exclusions relating to the security of **Your Bicycle** when **You** are not riding it. **You** should pay particular attention to the conditions and exclusions regarding the storage and locking of **Your Bicycle**. No cover is provided in the event that **You** fail to meet these conditions.

Volcanic ash

The **Policy** will not cover **You** if **Your** flight is delayed or cancelled due to atmospheric volcanic ash.

Pre-existing Medical Conditions

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 two 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 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. a terminal condition.

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** are aware of the medical condition at the time **Your Policy** was 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.

Changes in health after issue of the Policy

You must tell **Us** if **Your** state of health, or that of anyone on whose health **Your** trip may depend, changes before **You** start an insured trip, i.e. if **You** or they develop a new condition or an existing condition worsens. If **You** do not tell **Us** about a change in **Your** or their medical condition **We** have the right to amend, restrict or cancel **Your** cover under this **Policy**.

Please contact **ERV** Medical Health Requirement Helpline during normal office hours, Monday to Friday, 09:00 - 17:00.

tel. +44 (0) 1403 788974

Cover limits and applicable excesses

		Sums Insured	
Section	Cover	Sums insured	Excess
1	Emergency medical and repatriation expenses Hospital confinement benefit Emergency dental treatment Funeral expenses in the United Kingdom	£5,000,000 £100 (£20 / 24hrs) £200 £1,000	£75
2	Personal accident	£10,000	Nil
3	Withdrawal of services	£300 (£20 / 24 hrs)	Nil
4	Provision of screened blood	£25,000	Nil
5	Cancellation	£2,000	£75
6	Curtailment	£2,000	£75
7	Travel delay benefit Abandonment / Disruption / Missed Departure	£150 (£15 / 12 hrs) £2,000	Nil £75
8	Personal effects / possessions Single Item limit Valuables limit Personal money Cash Replacement Documents	£1,000 £200 £200 £300 £150 £250	£75
9	Luggage delay	£150 (£50 / 12 hrs)	Nil
10	Personal liability	£2,000,000	£100
11	Hijack, Kidnap and Mugging Hijack / Kidnap expenses Hijack / Kidnap benefit Mugging hospitalisation benefit	£2,000 £500 (£50/24 hrs) £250	Nil
12	Catastrophe	£500	Nil
13	Legal costs and expenses	£25,000	Nil
14	a. Theft of Your Bicycle from the Insured Location b. Theft of Your Bicycle away from the Insured Location c. Theft of Your Bicycle from a vehicle d. Accidental damage to Your Bicycle e. Replacement Bicycle hire f. Roadside recovery	£2,500 £2,500 £2,500 £2,500 £250 £100	£75 £75 £75 £75 £75 £20

		Sums Insured	
Section	Cover	Sums insured	Excess
15	Optional Gadget Cover (up to two items - £500 each)	£1,000	£100
16	Optional Pet care Cover	£50 per day	

Abandonment

being left anywhere other than at the **Insured Location** or at a train station for more than 12 hours at any one time.

Accessories

equipment whilst attached to **Your Bicycle** in addition to the manufacturer's original specification, including trip computers or GPS devices, trailers and passenger carrying trailers, as shown on **Your Policy Schedule** and not otherwise specifically excluded, and the **Value** included in the sum insured.

Accident

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

Accidental Damage

the sudden and unforeseen **Accidental Damage** to the **Bicycle** shown on **Your Policy Schedule**.

Amateur

any person competing without a professional licence and who is not paid to compete by a team or sponsor, regardless of whether they win prize money or not.

Approved Lock

a nominated lock from the appropriate category as shown on the **Lock List** or any other lock accepted by **Us** and specified in an endorsement. See Appendix 2.

Bicycle

any cycle, including tricycle and tandem, trailer cycle or push scooter, powered by human pedalling (including any which can also be powered by battery) and which is not subject to the requirements of the Road Traffic Act including any fixed **Accessories** or removable parts when stolen or damaged at the same time as the **Bicycle**, which is owned by **You** and specified on **Your Policy Schedule**.

Bicycle Sum Insured

the amount set out on **Your Policy Schedule** which **You** have declared to be the **Value** of the **Bicycle**. (Important: please see the definition of **Value** below.)

Bodily Injury

an injury caused solely by **Accidental** external

violent and visible means.

Cash

Valid coins, bank and currency notes.

Catastrophe

avalanche, explosion, fire, flood, hurricane, lightning, medical epidemic, storm or tempest.

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.

Course Fees

fees for training, tuition or instruction with a school or college with the objective of qualifying as an accredited cycling or mountain biking instructor, guide or coach.

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.

Cycling Helmet

a correctly fitting helmet including fastening strap conforming to British Standard BS EN 1078:1997. For **Downhill**, **BMX** and freestyle this must be a full-face helmet.

Depreciation

for a **Bicycle** over three years old, a deduction for wear and tear of 10% of the new replacement cost of the item, for each year or part year from the date of manufacture. The age of a **Bicycle** will be determined by the age of the frame.

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 and irrecoverable loss of all sight in one or both eyes.

Downhill

off-road mountain biking on extreme gradients involving the use of off-road vehicles, mechanical lifts, cable-cars, veniculars and the like to transport **You** and **Your Bicycle** in order to descend from altitude.

Entry Fees

where **You** have chosen the “**Extreme**” cover option only, fees which **You** have paid or contracted to pay to enter an organised track or road race, time-trial or other form of cycling competition.

ERV/We/Our/Us

ERV.co.uk, a trading name of ETI International Travel Protection, (in Section 13 **We, Our** and **Us** refers to DAS Legal Expenses Insurance Company Limited.)

ERV's Assistance Company

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

Europe

all countries West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire.

Extreme

includes all recognised forms of **Amateur** cycling including track and road racing, time-trialling and other forms of competition, off-road and **Downhill** mountain-biking, BMX and freestyle.

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 stepchildren) aged up to 18 (or under age 21 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.

Forcible and Violent Entry

entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry or damage caused to an **Immovable Object** or **Approved Lock**.

Hazardous Activities and Sports

any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing infirmity. See Appendix 1.

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, acute and unexpected deterioration in health not caused by **Bodily Injury**.

Immovable object

1. any solid object fixed in or on to concrete or stone, which is not capable of being undone, removed with, or lifted under/over the **Bicycle**; or
2. a properly fixed motor vehicle roof rack or properly fixed vehicle **Bicycle** rack; or
3. at train stations, a **Bicycle** rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police.

Insured Event

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

Insured/Insured Person / You / Your / Yourself

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

Insured Journey

a journey solely for holiday or leisure purposes commenced and ended during the **Policy Period** from or within the **United Kingdom** and which includes a flight, ferry or Eurostar, or pre-booked overnight accommodation away from **Your** normal place of residence.

Insured Location

any temporary residence of permanent construction such as a holiday home, guesthouse,

hotel or the like where **You** reside during an **Insured Journey** and where the **Bicycle** is kept when not in use.

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.

Lock List

a list of lock standards which **We** will accept for securing **Your Bicycle**. See Appendix 2.

Medical Practitioner

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

Mugging

a violent attack on **You** with a view to theft by a person or persons 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 **Terrorism Act**: 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.

PADI

the Professional Association of Diving Instructors.

Personal Effects / Possessions

baggage, clothing and personal effects, backpacks, bags and other containers taken on, or acquired during, an **Insured Journey** by **You** (but excluding **Personal Money**), and which are owned by **You** including **Valuables** and gifts purchased outside **Your** country of residence.

Personal Money

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to **You**.

Policy Excess / Excess

the amount of money **You** will have to pay per person per claim towards the cost of a claim. **We** will deduct such **Excess** from each claim **You** make under certain sections of this **Policy**. The amount of the **Excess** per **Policy** section is shown on **Your Policy Schedule**. If **You** use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no **Excess** will apply to claims under Section 1, Cover A.

Policy Period

the period to which the insurance applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on the **Policy Schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

Policy Schedule

the certificate of coverage, benefits and excess under the **Policy**, as amended or endorsed from time to time.

Pre-Existing Medical Condition

any past, current or recurring serious medical condition which has been diagnosed, investigated or treated at any time prior to travel, even if this condition is considered to be stable and under control. Please see **Important Notes** and **Your** declaration: important questions relating to health, activities and the acceptance of **Your** insurance.

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.

Proof of Ownership

original purchase receipt, showing the date, price paid, details of **Your Bicycle** and **Approved Lock**, name and address of seller, or other evidence which clearly demonstrates ownership.

Recreational

cycling for non-competitive recreational purposes not involving **Touring**, track and road racing, time-trialling and other forms of competition, BMX, freestyle and **Downhill** mountain-biking. Includes off-road mountain biking other than **Downhill** provided that this is incidental to and not primary purpose or activity undertaken during **Your Insured Journey**.

Relative

mother, father, sister, brother, grandmother,

grandfather, grandchild, relation in law, fiancée or
Family and Couples

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 of **Terrorism** means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

Theft

the unauthorised dishonest appropriation or attempted appropriation of **Your Bicycle** as specified on **Your Policy Schedule**, by another person with the intention of permanently depriving **You** of it.

Touring

including **Amateur** cycling, predominantly by road, involving longer distances and overnight stays in various locations.

Triathlon

a multiple-stage competition involving the completion of three continuous and sequential endurance disciplines (swimming, cycling and running) limited to Sprint Distance (750 metres (0.47 miles) swim, 20 kilometres (12 miles) bike, 5 kilometres (3.1 miles) run) and Intermediate or Standard distance; commonly referred to as "Olympic" distance": 1.5 kilometres (0.93 miles) swim, 40 kilometres (25 miles) bike, 10 kilometres (6.2 miles) run.

This can be extended to cover participation in triathlons involving distances up to and including:

1) Half-Ironman (1.9 km/1.2 mile swim, 90 km/56 mile bike, 21.09 km/13.1 mile run) or 2) Ironman (3.8 km/2.4 mile swim, 180 km/112 mile bike, 42.195 km / 26.2 mile run) by payment of the appropriate additional premium and where this is stated on **Your Policy Schedule**..

This **Policy** will only cover **You** for a **Triathlon** if **You** are taking part as an **Amateur**, and **You** have chosen the "**Extreme**" activity level and this is stated on **Your Policy Schedule**.

Unattended

when **Your Bicycle** is not being used or held by **You** or an adult known to **You** who is entrusted with its safe keeping.

United Kingdom

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

Valuables

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

Value

the usual new undiscounted replacement cost of the **Bicycle** and any fixed **Accessories** (including VAT) from a reputable dealer as at the start of the **Policy Period**.

War Risks and Civil Hazards

- A. any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, uprising or military usurped power (and whether declared or not) or United Nations or NATO enforcement action.
- B. explosion of war weapon(s), utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

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.

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 certain additional conditions, which **You** must also comply with.

Age limitation

Cover is not provided to any person aged 66 or over at the start of the **Policy Period**.

UK Residents

This insurance only provides cover to persons who are ordinarily resident in the **United Kingdom**.

Cancelling the Policy

You may cancel this **Policy** within 14 days of its issue by emailing info@travelinsurancetecot.co.uk and provided that **You** have not started a trip or made or intend to make a claim, **We** will cancel the **Policy** and refund **Your** premium in full. If **You** choose to cancel and a claim has been made under this **Policy** during the **Policy Period** or an **Insured Journey** has been started, **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.

Start of cover

Cover for cancellation starts on the Cover Start Date shown on **Your Policy Schedule**, or from the date an **Insured Journey** is booked (whichever is later) provided the booking is within the **Policy Period**, and ends with the start of the **Insured Journey**. In respect of all other insurance in the **Policy**, cover starts from the effective date when **You** leave **Your** usual place of residence to start an **Insured Journey**, and continues until the time of **Your** return to **Your** usual place of residence

on completion of the **Insured Journey**.

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.

Family members

Family members are only **Insured** under this **Policy** if they are named on the **Policy Schedule** and the appropriate premium has been paid. Children are only covered when travelling with **You** or **Your** spouse or partner.

Maximum duration

For Single trip policies the maximum duration of cover available is 365 days.

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 a **Medical Practitioner**.

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.

Under Insurance

In the event that **You** under insure **Your Bicycle** (i.e. the sum insured **You** have declared is less than the **Value** of the **Bicycle**) **We** will reduce any claims settlement for the **Bicycle** in the same proportion.

War Risks and Civil Hazards

The **Policy** covers **You** provided **You** are not in Active service/ Taking part (see **General Policy exclusions**) and;

- A. provided that **Your** presence in such country or areas:
 - i. attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **You** are travelling; or
 - ii. attributable to involuntary diversion or transit due to **Hijack, Kidnap** or other occurrence beyond **Your** control, provided always that at the time of such **Hijack, Kidnap** or occurrence **You** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;
- B. for a maximum **period** of three days from the start of the hostilities or of the insurrection, where **You** are surprised by such events whilst out of **Your** country of residence in a country which, until that time was in a state of peace.

General

exclusions

These exclusions apply to all sections of **Your Policy**. Individual sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover. **We** will not pay for any indirect, consequential or economic loss of any kind that does not arise as a direct and foreseeable result of an **Insured Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. In addition, **We** will not pay for liabilities, losses, costs, claims or expenses directly or indirectly occasioned by, happening through or as a consequence of:

Active service/Taking part

active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary or mercenary force, or as part of a voluntary peacekeeping force.

Aviation

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

Business travel

any trip not undertaken solely for leisure purposes.

Criminal acts

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

Cruises

trips on cruise-ships

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.

Cycling Helmet

any claim arising as a result of a head injury while **You** are riding a **Bicycle** if **You** are not wearing a **Cycling Helmet**.

Decompression

any claim arising as result of flying less than 24 hours after a scuba dive.

Default

the negligence, error or omission of:

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

Depreciation

Depreciation, wear and tear and currency exchange losses.

Disinclination

unwillingness or refusal to travel.

Hazardous Activities and Sports

Any costs incurred as a result of **You** taking part in **Hazardous Activities and Sports** unless shown as covered on **Your Policy Schedule** (please refer to **Your Policy Schedule** and Appendix 1 of this **Policy Wording** for details).

Mental Illness

incidents arising out of **Your** psychological or psychiatric disorder, or any condition of anxiety stress or depression diagnosed prior to an **Insured Journey**.

Pre-existing medical conditions

those conditions as defined.

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

any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or of a drug or drugs (including "legal highs"), other than those medically prescribed (but excluding those prescribed in the treatment of drug addiction), or substance or solvents abuse or venereal disease.

Terrorism

- a. when the incident is covered by government or public authority compensation
- b. leading to a cancellation or curtailment due to fear of travelling or any cancellation if the public means of transport is not departing to the destination as a consequence of the act of **Terrorism** or fear of **Terrorism**
- c. in the form of a Nuclear, Chemical or biological **Terrorism Act**
- d. in areas which are regarded by **ERV** as **War Risks and Civil Hazards** areas and/or in areas in which **You** are travelling against the advice of the Foreign and Commonwealth Office.

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.

War Risks and Civil Hazards

You travelling to or through a country or territory against the advice of the Foreign and Commonwealth Office.

www.fco.gov.uk

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

You must notify **ERV Claims Service** as soon as possible upon the occurrence of any **Insured Event** that may give rise to a claim. Cover will not apply if **You** notify **ERV** more than 30 days (claims under Section 13 more than 180 days) after the occurrence of any **Insured Event**.

1. Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
2. Contact **ERV Claims Service** during normal office hours, Monday to Friday, 09.00 to 17.00

tel. +44 (0) 1403 217427
e-mail. info@ervinssvs.co.uk

as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.

3. In respect of Section 13: Legal Costs and Expenses please contact DAS Legal Expenses Insurance Co. Ltd., DAS House, Quay Side, Temple Back, Bristol BS1 6NH

tel. +44 (0) 117 934 2000
fax. +44 (0) 117 934 2109.

4. Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

Cancellation or curtailment

1. If **You** cancel **Your** trip for medical reasons, obtain a claim form from **ERV Claims Service** or download one from **Our** website www.erv.co.uk/claims.

Your own Medical Practitioner (GP) should complete the certificate/declaration on the claims form.

If the holiday is curtailed for medical reasons, obtain a medical certificate from the treating **Medical Practitioner** in the locality where the incident occurred.

2. Keep receipts and account for all expenses incurred.
3. Notify the tour operator or travel agency where **Your** trip was booked, if applicable.
4. Contact **ERV Claims Service** as soon **You** know that there is a possibility of **Your** journey not taking place.
5. Obtain authorisation from **ERV Claims Service** or **ERV's Assistance Company** before incurring any expenses in curtailing **Your** trip.

Medical and medical-related expenses

1. For outpatient claims download a claim form from www.erv.co.uk/claims (or request one from **ERV Claims Service**), which **You** should fill in and send to **ERV Claims Service**, together with receipts for any medical costs **You** may have had to pay **Yourself** such as prescription charges and the like. If **You** receive treatment as an outpatient **You** can wait until **You** return home to send **Us Your** claim. **You** must obtain and provide **Us** with original receipts.
2. If **You** are admitted to a hospital or clinic as an in-patient, **ERV's Assistance Company** must be notified immediately on +44 (0) 1403 217427 before incurring expenses and in any event within 48 hours.

You should provide them with:

- i. **Your** name, age and **Policy** number
 - ii. A contact telephone number for **You**
 - iii. The name and contact details of the hospital or clinic including telephone
 - iv. A description of the medical problem.
3. If **You** are travelling within the European Economic Area and carrying the European Health Insurance Card, **You** should use the Card to reduce the claim. If **You** do so the **Policy Excess** will not apply.

Travel delay and disruption

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. Contact **ERV Claims Service on Your** return to obtain a claims form or download one from **Our** website: www.erv.co.uk/claims

Personal Effects/Possessions and Bicycles

1. For all loss or damage in transit claims, including delayed **Personal Effects/Possessions and Bicycles** report 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. In the event of **Bicycle** delay, retain receipts for the hire of a replacement **Bicycle**.
5. **You** must report all **Theft** or losses to the police within 24 hours of discovery and obtain a written police report.
6. Contact **ERV Claims Service on Your** return to obtain a claims form or download one from **Our** website: www.erv.co.uk/claims
7. **You** must retain and produce at **Your** own expense all receipts, reports and documentary evidence required by **Us** to support **Your** claim.

No interest

No interest shall be added to any claims payments.

Other insurance

If **You** claim under this **Policy** for something which is also covered by another insurance

Policy, including credit card insurance, **You** 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 written permission to do so from **ERV** (or **DAS** in respect of **Policy** section 13). In case of **Illness** or **Bodily Injury We** may approach any doctor 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 doctor's certificate in the form required by **Us** in support of any medical-related claim under the **Policy**.

Helplines

ERV Emergency Assistance

tel. +44 (0) 1 403 288 119
tel. +1 844 780 0494 (USA & Canada)

Non medical claims

tel. +44 (0) 1403 217427

Claims Forms (Non-emergency)

Visit **Our** Website to download a claim form and information sheet:

web. www.erv.co.uk/claims
tel. +44 (0) 1403 217427

Complaints procedure

We aim to provide the highest service standards at all times, however, if for any reason **You** are not satisfied, **We** would like to hear from **You**. The procedure below has been put in place to ensure that **Your** concerns are dealt with promptly and fairly. Please remember to quote **Your** name as shown on **Your Policy Schedule** and the **Policy** number and, if **Your** complaint is about a claim, the claim number in all correspondence and telephone calls.

If **Your** complaint relates to a claim (apart from Section 13 - Legal Costs and Expenses claims), please contact **ERV** via:

Email **Us** at contact@erv.co.uk; or write **Us** at ETI International Travel Protection, Afon House, Worthing Road, Horsham RH12 1TL.

If **You** wish to make a specific complaint about : Section 13 - Legal Costs and Expenses, please forward details of **Your** complaint to DAS by:

- phoning 0344 893 9013
- emailing 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

If **Your** complaint is concerning the sales process, please contact **the Administrator** via: complaints@travelinsurancecot.co.uk; or write to the following address 40 - 42 Regent St, Bristol BS8 4HU

If a complaint still cannot be resolved to **Your** satisfaction, **You** have the right to refer to: The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. The Financial Ombudsman Service can only deal with **Your** claim after **You** have followed the full complaints procedure.

Section 1 - Emergency medical and repatriation expenses

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If **You** sustain actual **Bodily Injury** or suffer **Illness** outside **Your** country of residence, **We** will indemnify/pay the reasonable

and/or customary costs/expenses up to but not exceeding the sum insured shown in **Your Policy Schedule** which are necessarily incurred in respect of the following:

A. Emergency Medical and Transportation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges (semi-private ward), 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 **ERV's Assistance Company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense which **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 costs arising from **Your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal pregnancy and childbirth would not constitute an unforeseen event.
6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medication which were known to be required or continued during the **Insured Journey**.
8. Costs of health or medical treatment provided in **Your** country of residence.
9. Cost of non-essential or ongoing

treatment or where treatment can be reasonably delayed until **Your** return to **Your** country of residence.

10. Cost 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, chiropodist, osteopath or any practitioner of alternative medicine.
12. Non-medical costs such as telephone, fax and internet.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **You** have used the European Health Insurance Card to reduce the claim, in which case no **Excess** applies. Please refer to **Your Policy Schedule**.

B. Hospital Confinement Benefit

An amount is provided up to the sum insured in total, as shown on **Your Policy Schedule**, for each 24-hour Period that **You** are admitted to a hospital as an inpatient or held in compulsory quarantine outside **Your** country of residence.

C. As a result of the hospitalisation of an Insured Person, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort such Insured Person 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 **ERV Claims Service or ERV's Assistance Company** to travel to **You** and/or remain with **You**.
2. **ERV** 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 prebooked in the event of serious **Bodily Injury** or **Illness** for which a claim is admitted under Section 1A.
5. Cover for trips within **Your** country of residence applies but is limited to £1,000.

Exclusions applying to Section 1

C. What is not covered

1. An escort may not be summoned and covered under this **Policy** if the **Insured Person** is to be repatriated or released from the hospital / clinic within the following three days unless the hospitalised **Insured Person** is less than 18 years of age.
2. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
3. **Policy Excess** applies. Please refer to **Your Policy Schedule**.

D. Repatriation or Evacuation of the Insured Person as a consequence of a sudden Illness, an accident, serious assault/rape or witnessing a traumatic Insured Event.

1. Costs of **Your** repatriation to **Your** country of residence 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** members in case an **Insured Person** has been hospitalised or has died.
4. **ERV** travel insurance for one person summoned.
5. Cover in **Your** country of residence applies but is limited to £1,000.

Exclusions applying to Section 1

D. What is not covered

1. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

E. Transportation of Bicycle and Personal Effects when the Insured Person has a valid claim under Section 1.D Repatriation or Evacuation of the Insured Person.

1. Costs of the transportation of **Your Bicycle** and **Personal Effects** to **Your** home address, in the event that a **Family** member or other person with whom **You** are travelling is unable to bring **Your Bicycle** and/or **Personal Effects** back to **Your** home address in the **United Kingdom**.

Exclusions applying to Section 1

E. What is not covered

1. Any costs above the **Value** of the **Bicycle** and/or **Personal Effects**.

F. Funeral expenses and body repatriation

1. Cost of returning **Your** body or ashes to **Your** home address or burial or cremation in the country in which 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 50% of the sum insured.

Exclusions applying to Section 1

F. What is not covered

1. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

Conditions applying to Section 1

- a. All coverage under this Section must be prescribed or recommended by a **Medical Practitioner**.
- b. If **You** are admitted as an in-patient to a hospital / clinic **You** must notify **ERV's Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification to **ERV's Assistance Company**, then **ERV** is only liable for such costs as **ERV** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
- c. **ERV's Assistance Company's** doctors have the authority on behalf of **ERV** to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
- d. In case of repatriations/evacuation, **ERV** will decide the transport mode considering **Your** medical condition and needs and the accessibility of **Your** location. The transport can be carried out by air-ambulance, helicopter, Scheduled or charter aeroplane, train, ambulance, taxi and the transport may be conducted together with other persons e.g. on Scheduled or charter flights.
- e. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation (WHO) or any public **UK** health authority prior to **Your** travel, including any malaria medications recommended. 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.
- f. **ERV** will provide repatriation by Scheduled or charter flights in economy class where it is available and meets **Your** medical needs.

Section 2 - Personal Accident

This part of the **Policy** sets out the cover **We** provide in total to each **Insured Person** per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule**, in the event of **Bodily Injury** as a sole and direct result of an **Accident** during the **Insured Journey** giving rise to:

A. Death occurring within 12 months of the incident

1. Persons aged 18 to 65 years: 100% of the sum insured shown on the **Policy Schedule**.
2. Persons under the age of 18 years: 10% of the sum insured shown on the **Policy Schedule**.

Exclusions applying to Section 2

A. What is not covered

1. Persons aged 66 or over (at the start of the **Policy Period**).

B. Disablement

1. Persons aged 18 to 64 years: 100% of the sum insured shown on the **Policy Schedule**.
2. Persons under the age of 18 years: 10% of the sum insured shown on the **Policy Schedule**.

Exclusions applying to Section 2

B. What is not covered

1. Persons aged 66 or over (at the start of the **Policy Period**).

Additional conditions applying to Section 2

- a. 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).

- b. **Disablement** is determined as soon as the final consequences of the **Accident** can be medically determined although not later than 12 months after the date of the **Insured Event** causing **Bodily Injury**.
- c. It is a condition for payment of **Disablement** compensation under Section B that **You** are alive on the date of payment.
- d. **We** will not pay any benefits solely because **You** are unable to take part in sports or pastimes.
- e. If **You** disappear 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**.
- f. Any **Disablement** compensation that has been paid in connection with an **Insured Event** subsequently resulting in death will be deducted from the sum insured for death.
- g. The degree of **Disablement** for loss of several parts of the body cannot exceed 100% of the sum insured for **Disablement**.
- h. A pre-existing **Disablement** does not entitle **You** to any higher assessment of compensation than if such **Disablement** had not previously existed.
- i. If **You** are **Insured** under more than one of **Our Policies**, **We** will not pay out more than the highest sum **Insured** under any one of **Our Policies** in total.
- j. If several **Insured Persons** suffer **Bodily Injury** in the same **Insured Event**, **Our** aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.
- k. **You** (or in case of **Your** death, **Your** personal representatives (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 requested.

- l. The **Policy** does not cover Personal **Accidents** which are a consequence of an act of **Terrorism** in the form of a **Nuclear, Chemical or Biological Terrorism Act** or in **War Risks and Civil Hazards** areas.
- m. Personal **Accidents** occurring while **You** are riding a **Bicycle** or travelling in a **Bicycle** trailer will only be covered if

Section 3 - Withdrawal of Services

This part of the **Policy** sets out the cover **We** provide in total per **Insured Person**, not exceeding the sum insured set out in the **Policy Schedule**, in total per **Insured Journey**:

- A. **Where a Withdrawal of Services has occurred continuously for more than 24 hours during Your Insured Journey and an alternative arrangement has not been made by the accommodation provider, tour operator or agent, We will compensate You in accordance with Your Policy Schedule.**

Exclusions applying to Section 3

A. What is not covered

1. **Strike or Industrial Action** existing or announced before **You** bought the insurance.
2. Services or supplies which were not part of **Your** prepaid package.
3. Withdrawal of Services if **You** do not obtain written confirmation from **Your** accommodation provider, tour operator or agent to substantiate **Your** claim.

Section 4 - Provision of Screened Blood

This part of the **Policy** sets out the cover **We** provide in total per **Insured Person**, not exceeding the sum insured set out in the **Policy Schedule**, in total per **Insured Journey** in the event of emergency medical need for Screened Blood to be forwarded for the treatment of an **Insured Person** during an **Insured Journey**.

- A. **The provision of Screened Blood, resuscitating fluids and sterile medical equipment to the nearest airstrip used by scheduled carriers and the onward transportation of such supplies to the place of treatment by the fastest means reasonably available.**

1. Cost and charges of such provision up to the sum insured.

Exclusions applying to Section 4

A. What is not covered

1. If supplies are needed as a result of: elective surgery, pre-existing chronic blood disorders, or Self-injury.
2. Anything mentioned in the General **Policy** Exclusions.

Conditions applying to Section 4

The existence of any emergency medical need will be determined by the treating physician in conjunction with the authorised physician of **ERV** or **ERV's Assistance Company** taking into account the medical condition of the **Insured Person** and the safety of local supplies.

Section 5 - Cancellation

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 **Policy Schedule**, following necessary and unavoidable cancellation of an **Insured Journey**.

A. All travel charges, Course Fees and Entry Fees which You have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the trip which 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, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the trip, except as an expert witness in a professional capacity.
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.
5. **You** or any person with whom **You** have arranged to travel or stay being subjected to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.

Exclusions applying to Section 5

A. What is not covered

1. Any cancellation of a trip which was

- booked prior to the **Policy Period**.
2. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** trip.
3. Any costs arising from **Your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, **Accidents, Illnesses** and diseases and normal pregnancy and childbirth would not constitute an unforeseen event.
4. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
5. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
6. Any cancellation of a trip due to the risk of contracting an epidemic or pandemic virus/**Illness** unless the Foreign and Commonwealth Office has currently issued a recommendation "not to travel".
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 cancel.
8. Any charges in respect of the **Insured Journey**
 - i. for which there is no contractual liability; or
 - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any claim arising from a psychological/mental **Illness** suffered by **You** or a **Relative** whether travelling or not.
12. Any **Course Fees** when **Your** Cancellation is due to the failure of a course provider to deliver the pre-booked course or due to **Your** failure to meet the standards required.
13. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Conditions applying to Section 5

You are obliged to immediately advise **the Administrator** by emailing info@travelinsurancecot.co.uk of any changed circumstances which become apparent after the date of issue of the **Policy** and before commencement of any trip during the **Policy Period** 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, which **You** have necessarily incurred up to the date of advice to **Us** of such changed circumstances.

Section 6 - Curtailment

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 **Policy Schedule**, following necessary and unavoidable curtailment of an **Insured Journey**.

A. All reasonable additional travel expenses incurred by **You** in returning to **Your** home address in **Your** country of residence and any unused irrecoverable Entry Fees and Course Fees where such return is urgently necessitated by:

1. **Your** serious **Illness** or severe injury.
2. The death, serious **Illness** or severe injury of **Your Relative** or **Close Business Associate**, where such **Relative** or **Close Business Associate**, is resident in **Your** country of residence.
3. **Your Kidnap** or the **Hijack** of the Scheduled public transport in which **You** are travelling.
4. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **You** intend to travel provided that such notice of redundancy is advised after **Your** departure.
5. **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 anytime after commencement of the **Insured Journey**.

6. **You** or any person with whom **You** are travelling or staying, being subject to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.

Exclusions applying to Section 6

A. What is not covered

1. Any curtailment of a trip which was commenced prior to the **Policy Period** unless declared to and accepted by **Us**.
2. Any curtailment as a consequence of **Terrorism**.
3. Any curtailment of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office has issued a recommendation "not to travel" after **Your** departure from the **United Kingdom**.
4. Any costs arising from **Your** Normal Pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, **Accidents, Illnesses** and diseases and normal pregnancy and childbirth would not constitute an unforeseen event.
5. Any expense following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
6. Any expense arising from circumstances which 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.
8. Any charges in respect of the **Insured Journey**
 - i. for which there is no contractual liability; or
 - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of

the liquidation, administration or receivership of the carrier or travel operator.

10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any **Course Fees** when **Your** curtailment is due to the failure of a course provider to deliver the pre-booked course or due to **Your** failure to meet the standards required.
12. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Conditions applying to Section 6

Provided that a trip is curtailed due to **Your Bodily Injury** or **Illness**, a doctor at the resort or the nearest town must confirm that such Curtailment was medically necessary. All Curtailment costs must be authorised in advance by **ERV's Assistance Company**.

Section 7 - 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 on **Your Policy Schedule** following travel delay and disruption.

A. Travel Delay on Outward Journey / Abandonment

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. An amount as shown on **Your Policy Schedule** for each full twelve-hour Period that **You** are delayed or,
2. The full deposit or cancellation charges (non-recoverable) if after 48 hours delay to **Your** outward journey from **Your** country of residence, **You** choose to cancel the holiday/journey.

Exclusions applying to Section 7

A. What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **Your** trip was booked.
2. Costs or charges for which the airline will compensate **You**.
3. Circumstances which could reasonably have been anticipated at the date **You** bought the **Policy** or booked the **Insured Journey**.

B. Travel Disruption, Missed Departure or Catching up with the Scheduled Itinerary occurring after having commenced the Outward Journey or in connection with the Return Journey

Disruption of Scheduled travel itinerary due to failure or delay of pre-booked public means of transport (to intermediary or return airports), or the missing of any pre-booked flight connection as a result of a failure or delay of any flights on which **You** are travelling.

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking until **You** are able to resume **Your** Scheduled itinerary.

Exclusions applying to Section 7

B. What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **Your** trip was booked.
2. Costs or charges for which the airline or provider of transport or accommodation will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date **You** bought the **Policy** or booked the **Insured Journey**.

C. Travel Delay occurring en route to point of departure (outward or return journey) resulting in a Missed Departure

In the event that 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, causes **You** to arrive at the airport, port or station **You** are leaving from too late to commence the prebooked 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 7

C. What is not covered

1. Delay caused by **Strike or Industrial Action** that started or was announced before **Your** trip was booked or **You** bought this insurance.
2. Costs or charges for which a car rental company, a transport provider or other insurance **Policy** will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date **You** bought the **Policy** or booked the **Insured Journey**.

Conditions applying to Section 7

Each **Insured Person** must:

- a. Take all reasonable steps to complete the **Scheduled** journey on time.
- b. 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,
- c. Comply with minimum check-in and connecting times or if not published allow 2 hours on international flights and 1 hour on domestic flights.
- d. Allow sufficient time to reach any airport,

station, port or terminus with reasonable expectation of meeting the **Scheduled** check-in time.

- e. Obtain a motor breakdown service or repairer's report if **You** miss **Your** departure due to the breakdown of the private vehicle in which **You** were travelling.
- f. Obtain a police **Accident** report if **You** miss **Your** departure because the private vehicle in which **You** were travelling was involved in an **Accident**, or **You** were withheld as a witness.
- g. 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.
- h. 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".

Section 8 - Personal Effects / Possessions

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 on **Your Policy Schedule**, for the loss, damage or theft of **Personal Effects/Possessions**

A. Accidental loss, damage or theft of Personal Effects/Possessions

Loss of or theft of or damage to Personal Effects/Possessions belonging to You. We will cover at Our option:

1. cost of replacement as new for items up to 1 year old; or
2. the intrinsic value of items more than 1 year old; or
3. the cost of repair if more economical. subject to **ERV** not paying more than the sum insured in total or more than any Single Item Limit and **Valuables** limits set out in the **Policy Schedule**.

Exclusions applying to Section 8

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/Possessions** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
 - viii. as a result of valuables, fragile articles or electrical equipment being packed in suitcases or similar receptacles whilst in transit;
 - ix. to optical equipment or contact lenses.
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 equipment is 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 police report obtained.
6. Loss, damage or theft of **Your Bicycle** or **Accessories**. (Cover for these items is provided, subject to conditions, separately under Section 14).
7. **Policy Excess** may apply. Please refer to the **Policy Schedule**.

B. Accidental loss or theft of Personal Money and travel documents

Accidental loss or theft of Personal Money, passport, flight tickets and other travel documents belonging to You whilst on Your person, in a safety deposit box within a hotel or bank or whilst in securely locked Private Accommodation up to the sum insured shown in Your Policy Schedule including the sublimit for Cash. Cover is provided during the Insured Journey and up to 72 hours before and after the Insured Journey.

1. If **You** are under the age of 18 **We** will not pay more than 20% of the sum insured for loss of **Personal Money**.
2. Reasonable additional costs incurred in obtaining replacements.

Exclusions applying to Section 8

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** being packed in suitcases or similar receptacles whilst in transit;
 - 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;
 - iv. occurring as a result of **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers.
3. Any loss of **Unattended** 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. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Conditions applying to Section 8

- a. If any **Personal Money** is lost by or stolen from **You**, then it shall be a condition of payment of such a claim that **You** report such loss or **Theft** to the relevant card issuer, bank or other security provider as soon as possible.
- b. **We** shall 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.
- c. Original purchase receipts will be required for items of luggage, clothing or **Personal Effects** where these are less than one year old.

Section 9 - 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 on the **Policy Schedule** for the delay of **Personal Effects / Possessions** by more than 12 hours after the actual arrival time.

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.
2. In the event that no emergency purchases are made a cash benefit of £30 is available per **Insured Person**.

Exclusions applying to Section 9

What is not covered

1. Losses in respect of the delay of **Your Bicycle** or **Accessories** (Cover for these items is provided, subject to conditions, separately under Section 14).
2. Losses in respect of any **Personal Effects / Possessions** which are
 - i. delayed on a return journey to the usual place of residence; or
 - ii. whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

Conditions applying to Section 9

- a. Baggage which fails to arrive in a timely manner must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained.
- b. Any payment made for delay under Section 9 will be deducted from any subsequent payment made for loss, **Theft** or damage under Section 8.

Section 10 - Personal Liability

This part of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule**, in relation to personal liability.

A. Costs and expenses for which You are legally liable in a personal capacity in respect of accidents happening during the Policy Period resulting in

1. Loss of or damage to material property not belonging to, in the charge of or under the control of **You** or a member of **Your Family** or household or of a person in **Your** service.
2. **Bodily Injury**, death or disease to any third-party person, not otherwise being an **Insured Person** or 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 any claimant, 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 the cover provided by this section.

Exclusions applying to Section 10

A. What is not covered

1. Where legal liability arises directly or indirectly out of **You**:
 - i. trade profession or business;
 - ii. having incurred 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 or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts;
 - iv. 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 liability arising out of actions between **Insured Persons**.
3. Any fines or other penalties.
4. 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 the use of hotel and similar temporary accommodation.

Conditions applying to Section 10

- a. If **You** know of any **Insured 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. refrain from discussing liability with any third party.
- b. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.

- c. **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.
- d. **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.
- e. If several **Insured Persons** (named on the **Policy Schedule**) are involved in the same **Insured Event**, **Our** aggregate limit shall not exceed £2,000,000 unless otherwise specified in the **Policy Schedule**. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Section 11 - Hijack, Kidnap and Mugging

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 **Policy Schedule**, in respect of:

A. Your Kidnap or the Hijack of the means of transport on which You are travelling

The reasonable costs of:

1. Negotiating or attempting to negotiate **Your** release.
2. Security counselling from specialist professional advisers.
3. Psychological counselling for **You** or **Your Family**.
4. Travel and accommodation cost (room only) incurred by up to two **Family** members when travelling to a destination near the **Kidnap** or **Hijack** incident, when such incident has lasted more than seven days.
5. **ERV** travel insurance to cover the travel of two **Family** members as per above.
6. **Hijack/Kidnap** benefit per day for each full 24 hours that **You** are detained.

Exclusions applying to Section 11

A. What is not covered

1. Any ransom or other amounts or property paid in relation to the release of a **Kidnapped** or **Hijacked Insured Person**.
2. Any **Kidnap** or **Hijack** in a **War and Civil Hazard Area**.

B. Your hospitalisation following a Mugging attack

1. A fixed sum in personal compensation for **Your Mugging** as specified on the **Policy Schedule**.

Exclusions applying to Section 11

B. What is not covered

1. **Mugging** which does not necessitate hospitalisation.
2. Claims not supported by a written police report.

Conditions applying to Section 11

- a. If several **Insured Persons** are involved in the same **Insured Event**, **Our** aggregate limit shall not exceed £50,000.
- b. If the aggregate limit is reached, this amount will be allocated.

Section 12 - Catastrophe

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 **Policy Schedule**, in respect of:

A. 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 12

A. What is not covered

1. Circumstances already known at the time of taking out this insurance or booking the **Insured Journey**.
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.

Conditions applying to Section 12

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

Section 13 - 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.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 5417859, Website; www.daslaw.co.uk

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 Persons** 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 event 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), makes 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**.

Exclusions applying to Section 13 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 ETI - International Travel Protection, **DAS**, tour operator or travel agent.
14. Any claim where **You** are not represented by a law firm or barrister.

Conditions applying to Policy Section 13

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** who 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 person the reasonable value of the 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). 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 makes 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 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 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 inbound and outbound 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 committed to processing the **Insured Person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use the **Insured Person's** information. **DAS** may collect personal details, including the **Insured Person's** name, address and, on occasion the **Insured Person's** medical records. This is for the purpose of managing the **Insured Person's** 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 use of the **Insured Person's** 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 **Insured Person's** 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 the **insured person** to ask for the **Insured Person's** feedback, or members of the **DAS UK Group**. If the **Insured Person's Policy** includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the **Insured Person** legal advice on non-European Union law. **DAS** will not disclose the **Insured Person's** 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 insured person's 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.

GOT A QUESTION

If the **Insured Person** has any questions or comments about how **DAS** store, use or protect the insured person's information, or if the insured person wish to request to see the information **DAS** hold about the **Insured Person**, the **Insured Person** can do this by calling 0344 893 9011, by writing to the Data Protection Officer at **DAS** Head Office address (please see page 30) or by visiting www.das.co.uk

Section 14 - Bicycle Cover

IMPORTANT NOTE

The **Policy** will NOT automatically cover **You** when **You** take part in all types of cycling activity. Whether **You** are covered or not for a particular activity will depend on the cover option **You** have chosen, as shown on **Your Policy Schedule** (***Recreational***, ***Touring***, ***Extreme*** - See Appendix 1). Where cover applies it may be subject to additional special terms, conditions and exclusions.

A. Theft of Your Bicycle from the Insured Location

We will at **Our** option replace, or pay the cost of replacing **Your Bicycle**, with a **Bicycle** of the same type, quality and functionality. In the event of replacement **We** may choose the supplier.

Exclusions applying to Section 14 Also see General Exclusions

A. What is not covered

1. Any cost or **Value** above the **Bicycle Sum Insured**. In the event that **You** under-insure **Your Bicycle** (i.e. the **Bicycle Sum Insured You** have chosen is less than the **Value** of the **Bicycle**) **We** will reduce any claims settlement in the same proportion.
2. Any **Depreciation** of a **Bicycle** which is more than 3 years old.
3. **Theft** from the **Insured Location** unless involving **Forcible and Violent Entry** and **You** have met the additional conditions applying to this section.
4. Unexplained **Theft**.
5. **Theft** of any removable parts or **Accessories** unless **Your Bicycle** is stolen at the same time.
6. Any **Excess**.

Conditions applying to Section 14 A.

On receiving a claim, legal Cover for the **Theft of Your Bicycle** will only apply at an **Insured Location** as follows:

Stored within:

- i. **Your** locked **Private Accommodation**;
- ii. a secure, locked room within a permanent building provided for the storage of **Your Bicycle** by **Your** accommodation provider;

B. Theft of Your Bicycle away from the Insured Location

We will at **Our** option replace, or pay the cost of replacing **Your Bicycle**, with a **Bicycle** of the same type, quality and functionality. In the event of replacement **We** may choose the supplier.

Exclusions applying to Section 14 Also see General Exclusions

B. What is not covered

1. Any cost or **Value** above the **Bicycle Sum Insured**. In the event that **You** under-insure **Your Bicycle** (i.e. the **Bicycle Sum Insured You** have chosen is less than the **Value** of the **Bicycle**) **We** will reduce any claims settlement in the same proportion.
2. Any **Depreciation** of a **Bicycle** which is more than 3 years old.
3. **Theft** unless **You** have met the additional conditions applying to this section (see below).
4. **Theft** when the **Bicycle** is locked to an **Immovable Object** by an **Approved Lock** unless the key and a receipt for the purchase of the **Approved Lock** demonstrating the make and model, or the remains of the **Approved Lock** are provided in support of **Your** claim.
5. **Theft** following **Abandonment**.
6. **Theft** of a **Bicycle** left **Unattended** in a railway station for more than 24 hours.
7. **Theft** by a person or persons to whom the **Bicycle** is entrusted.
8. **Theft** when loaned or hired out by **You** to any other person, other than a member of **Your** Family.
9. Unexplained **Theft**.
10. **Theft** of any removable parts or **Accessories** unless **Your Bicycle** is stolen at the same time.
11. **Theft** when **Your Bicycle** is not secured or is secured by a lock which is only approved for use with a **Bicycle** of lower **Value**.
12. **Theft** whilst **Your Bicycle** is in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.
13. Any **Excess**.

Conditions applying to Section 14 B.

- a. **Theft of Your Unattended Bicycle** will only be covered where it is secured

through the frame to an **Immovable Object** by an **Approved Lock** and it is removed by **Forcible and Violent Entry**.

- b. **Bicycles and Accessories** which are lost or stolen in transit must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained

C. Theft of Your Bicycle from a vehicle For the purposes of this Sub-section 14 C Vehicle means car, motor-home, camper-van or towing-caravan.

We will at **Our** option replace, or pay the cost of replacing **Your Bicycle**, with a **Bicycle** of the same type, quality and functionality. In the event of replacement **We** may choose the supplier.

Exclusions applying to Section 14 Also see General Exclusions

C. What is not covered

1. Any cost or **Value** above the **Bicycle Sum Insured**. In the event that **You** under-insure **Your Bicycle** (i.e. the **Bicycle Sum Insured You** have chosen is less than the **Value** of the **Bicycle**) **We** will reduce any claims settlement in the same proportion.
2. Any **Depreciation** of a **Bicycle** which is more than 3 years old.
3. **Theft** unless **You** have met the additional conditions applying to this section. (see below)
4. **Theft** when access to the **Vehicle** has not been by **Forcible and Violent Entry**.
5. **Theft** when loaned or hired out by **You** to any other person, other than a member of **Your Family**.
6. Unexplained **Theft**.
7. **Theft** of any removable parts or **Accessories** unless **Your Bicycle** is stolen at the same time.
8. **Theft** when **Your Bicycle** is not secured or is secured by a lock which is

only approved for use with a **Bicycle** of lower **Value**.

9. Any **Excess**.

Conditions applying to Section 14 C.

Theft whilst the **Bicycle** is in or on a **Vehicle** shall only be covered in circumstances where:

- a. All doors, windows and other openings of the **Vehicle** are left closed, securely locked and properly fastened.
- b. Access to the **Bicycle** must have been by **Forcible and Violent Entry**.
- c. Any security devices installed in the **Vehicle** are in operation.
- d. The **Bicycle** is stored out of sight, or is secured through the frame by an **Approved Lock** to the roof rack or bike rack properly attached to the **Vehicle**.
- e. If the **Bicycle** is left in or locked on to the **Vehicle** between the hours of 9pm and 6am the **Vehicle** must be fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock, and if any such Category 1 and 2 device is not factory fitted, it must have been installed by a member of the **Vehicle Security Installation Board** and evidence of such must be provided in the event of a claim.
- f. Any **Vehicle** from which **Your Bicycle** is stolen must have:
 - i. valid motor insurance;
 - ii. a valid MOT certificate where applicable; and
 - iii. current road tax where applicable.

D. Accidental Damage to Your Bicycle

We will at **Our** option repair to its previous condition or, if beyond economic repair, replace any part or all of **Your Bicycle**, with an article of the same type, quality and functionality.

Where the **Bicycle** is economical to repair but the parts required are obsolete **We** will pay a **Cash** settlement equivalent to the cost of the repair of the **Bicycle**. **We** may choose specialist suppliers or repairers.

Exclusions applying to Section 14 Also see General Exclusions

D. What is not covered

1. Any cost or **Value** above the **Bicycle Sum Insured**. In the event that **You** under-insure **Your Bicycle** (i.e. the **Bicycle Sum Insured You** have chosen is less than the **Value** of the **Bicycle**) **We** will reduce any claims settlement in the same proportion.
2. Any **Depreciation** of a **Bicycle** which is more than 3 years old.
3. **Accidental Damage** occurring when loaned or hired out by **You** to any other person, other than a member of **Your Family**.
4. **Accidental Damage** as a result of **Abandonment**.
5. Wear and tear, marks, scratches, dents, change in colour or finish and any superficial damage which does not impair the function, performance or safety of **Your Bicycle**.
6. Any change brought about by gradually operating causes, corrosion, rust, dampness, dryness, wet or dry rot, dust or chemical reaction, atmospheric or climatic conditions, frost, hail, insect and vermin.
7. Any change occurring during cleaning, maintaining, repairing or restoring.
8. Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
9. Failure to use or maintain **Your Bicycle** in accordance with the manufacturer's instructions.
10. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
11. Whilst **Your Bicycle** is being shipped as freight or under a bill of lading;
12. Whilst **Your Bicycle** is in the custody of an airline or other carrier unless a Property Irregularity Report has been

obtained.

13. Any tyres, fixed **Accessories** or removable parts, unless the **Bicycle** suffers **Accidental Damage** at the same time
14. Any **Excess**.

Conditions applying to Section 14 D.

Bicycles and **Accessories** which are damaged in transit must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained.

E. Replacement Bicycle Hire

We will pay the reasonable daily cost of the hire of an alternative **Bicycle** of similar standard from a recognised reputable **Bicycle** dealer following a valid claim under Section 14 A, B, C or D whilst **You** are awaiting the repair or replacement of **Your Bicycle** or whilst **You** are awaiting the arrival of **Your Bicycle** following its delay by more than eight hours after **Your** actual arrival time at **Your** holiday destination.

Exclusions applying to Section 14 Also see General Exclusions

E. What is not covered

1. Hire costs exceeding the sum insured or the **Value** of **Your Bicycle** (whichever is lower), in total during the **Policy Period**.
2. Hire costs when **You** have another insured **Bicycle** of similar functionality available.
3. Refundable deposits for the hired **Bicycle**.
4. Losses in respect of a **Bicycle** and **Accessories** which are
 - a. delayed on a return journey to **Your** usual place of residence; or
 - b. whilst in the custody of an airline or

other carrier unless a Property Irregularity Report has been obtained.

Conditions applying to Section 14 E.

- a. **You** must obtain **Our** prior authorisation before incurring any hire charges.
- b. **You** must obtain and provide **Us** with original receipts for any hire charges paid.
- c. **Bicycles** which fail to arrive in a timely manner must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained.

F. Roadside recovery

We will pay the reasonable daily cost of the hire In the event of the irreparable breakdown of **Your Bicycle** whilst **You** are riding it away from the **Insured Location** **We** will pay the reasonable necessary costs of transporting **You** and **Your Bicycle** by public transport, taxi or public hire car to:

1. **Your** holiday cottage, hotel, guesthouse or other temporary residence, if within 50 km by road of the breakdown location; or
2. **Your** vehicle, if within 50 km by road of the breakdown location and **Your** cycle trip began from and was planned to end at **Your** vehicle; or
3. If **Your** holiday cottage, hotel, guesthouse, other temporary residence or vehicle is more than 50 km by road from the breakdown location, to the nearest suitable:
 - a. cycle repair shop; or
 - b. railway station; or
 - c. car rental agency; or
 - d. overnight accommodation.

Exclusions applying to Section 14 Also see General Exclusions

F. What is not covered

1. Any costs other than recovery to one

of the destinations detailed above.

2. Any breakdown within 3 km by public highway from **Your** holiday cottage, hotel guesthouse or other temporary residence or **Your** vehicle.
3. Any breakdown where **You** are using **Your Bicycle** unreasonably, contrary to the purpose for which it was designed, or on unsuitable terrain.
4. The cost of recovery of **You** and **Your Bicycle** if repairs can be carried out within 3 km (2 miles) of the breakdown location on the same day.
5. Damage to tyres by road punctures capable of being repaired by cycle emergency kit available to **You** at the time of the breakdown.
6. Where **Your Bicycle** is not accessible by road or cannot be transported safely, legally and without hindrance using a standard vehicle, including immersion in mud, sand, snow or water.
7. Costs of searching for **You** or any additional costs arising out of **Your** failure or inability to accurately provide **Your** location.
8. Any costs incurred if **You** are unable to make a telephone connection to a provider of taxis or public hire cars or due to the failure or delay of Scheduled public transport services, or the refusal or inability of any such provider to recover or transport **You** and **Your Bicycle** for whatever reason.
9. Fines or penalties imposed by courts.
10. Call out charges which the police or emergency services may charge.
11. Ferry charges and tolls.
12. The cost of parts, components, lubricants or materials, food, drinks, telephone calls, fuel, oil, or insurance for a hire vehicle or other incidental expenses.

Conditions applying to Section 14 F.

- a. **We** will only pay the reasonable costs of recovering **You** and **Your Bicycle** to a temporary residence if **You** can provide **Us** with evidence that it is pre-booked or otherwise demonstrate to **Our** satisfaction that **You** are staying there or, if **Touring**

- cover applies, were planning to stay there.
- b. **You** must remain with **Your Bicycle** until help arrives.
 - c. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance **Policy** for any costs incurred by **Us**, **You** must claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.

Section 15 - Optional Gadget Cover (up to two items)

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 page 5 & 6, 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 15 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 14.

Additional conditions applying to **Policy** Section 15

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 5 & 6.
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 5 & 6.
4. If **We** replace **Your Gadget**, **You** are covered for a maximum 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 16 - Pet Care Cover

What is covered:

We will pay **You** up to the amount shown in the **Policy** limits and excesses table for the level of cover **You** have selected in total for:

1. Extra kennel or cattery costs to house **Your** pet, if **You** are delayed on the return journey to **Your** home country because of death injury or illness or there is a delay to the public transport system that cannot be avoided.

Exclusions applying to Section 16

What is not covered:

1. Claims following a delay to the public transport system, unless **You** get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train or seavessel.
2. Claims following death, injury or illness which **We** have not authorised.

Appendix 1 - Hazardous Activities and Sport

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.

Activity	Personal Accident and Personal Liability Covered
Archery (Amateur)	Yes
Badminton (Amateur)	Yes
Baseball (Amateur)	Yes
Basketball (Amateur)	Yes
Beach games	Yes
Bungee Jump (maximum of 3 jumps)	Yes
Camel or elephant riding (incidental)	No
Clay-pigeon shooting	No
Cricket (amatuer)	Yes
Dinghy Sailing	Yes
Fencing	No
Fishing	No
Football (Amateur)	No
Golf (amatuer)	Yes
Hiking (under 2,000 metres altitude)	Yes
Hockey (Amateur)	No
Ice Skating	No
Jet Boating	No
Jogging	No
Marathon Running (Amateur)	No
Motorcycling up to 50cc (wearing a crash helmet, no racing)	No
Netball (Amateur)	No
Non-Manual Work (including professional, administrative or clerical)	No
On-piste skiing and snowboarding (incidental)	No
Orienteering	No
Outwardbound Pursuits	No
Paintballing	No
Parascending / Parasailing* (over water)	No
Pony Trekking	No
Racquetball	No
Rambling	No
Roller Blading	No
Rounders	No
Rowing	Yes

Activity	Personal Accident and Personal Liability covered?
Running - sprint / long distance	No
Safari (UK organised)	Yes
Sail Boarding	Yes
Sailing within Territorial Waters	No
Scuba Diving - incidental (** conditions apply - see below)	No
Skate Boarding	No
Snorkelling	Yes
Squash (Amateur)	Yes
Surfing (Amateur under 14 days)	No
Tennis (Amateur)	Yes
Tour Operator Safari	Yes
Track Events	Yes
Trekking (under 2000m altitude)	Yes
Volleyball	No
War Games	Yes
Water Polo (Amateur)	Yes
Water Skiing (Amateur)	Yes
Windsurfing (Amateur)	Yes
Yachting (racing / crewing inside territorial waters)	No

Appendix 2- Bicycle Hazardous Activities and Sports

Bicycle travel cover for Beginner, Intermediate and Elite cycling applies if **You** have paid the appropriate premium and this is shown on **Your Policy Schedule**.

Bike hazardous activities	Beginner	Intermediate	Elite
	Covered or not covered?		
Non-competitive recreational cycling	✓	✓	✓
Off-road mountain biking (incidental, non-Downhill)*	✓	✓	✓
Off-road mountain biking (non-incidenta, non-Downhill)*	✗	✓	✓
Touring	✗	✓	✓
BMX	✗	✗	✓
Downhill mountain biking*	✗	✗	✓
Freestyle	✗	✗	✓
Time-trialling	✗	✗	✓
Track and road racing (and other forms of	✗	✗	✓
Triathlon **	✗	✗	✓

* **Downhill**: off-road mountain biking on extreme gradients involving the use of off-road vehicles, mechanical lifts, cable cars, veniculars and the like to transport **You** and **Your Bicycle** in order to descend from altitude.

** **Triathlon** is a multiple-stage competition involving the completion of three continuous and sequential endurance disciplines (swimming, cycling and running) limited to Sprint Distance (750 metres (0.47 miles) swim, 20 kilometres (12 miles) bike, 5 kilometres (3.1 miles) run) and Intermediate or Standard distance; commonly referred to as “Olympic” distance”: 1.5 kilometres (0.93 miles) swim, 40 kilometres (25 miles) bike, 10 kilometres (6.2 miles) run.

This can be extended to cover participation in triathlons involving distances up to and including: 1) Half-Ironman (1.9 km/1.2 mile swim, 90 km/56 mile bike, 21.09 km/13.1 mile run) or 2) Ironman (3.8 km/2.4 mile swim, 180 km/112 mile bike, 42.195 km / 26.2 mile run) by payment of the appropriate additional premium and where this is stated on **Your Policy Schedule**.

Appendix 3 - Approved locks



Bicycles up to the value of £500

We will accept any **Bicycle** lock which has been tested and approved to Sold Secure Bronze rating



Bicycles up to the value of £1500

We will accept any **Bicycle** lock which has been tested and approved to Sold Secure Silver rating



Bicycles valued over £1500

We will accept any **Bicycle** lock which has been tested and approved to Sold Secure Gold rating.

Sold Secure BRONZE rating (Bicycles up to value of £500)

Abus 32/150 HB 230 Facilo	Magnum Plus Bicycle Coil Cable Lock 90CM HLK308
Abus 6100/75-90 Bordo Combo	Magnum Plus Bicycle Coil Cable Lock 185CM HLK305
Sinus 46 Parabolic 150 HB 230/300	Magnum Plus HLK306
B 4 108/230 Lock	Mako 18/1800 Cable Lock
B 4 108/300 Lock	Mako 18/900 Cable Lock
Bouncer U-Lock	Mako 25/1200 Cable Lock
BS 401 106/260 LL 400 Lock	Mako CN 6/900
BS400 108/230 + BS450 108/230	Mako Combi 18/1800
BS400 108/300 + BS450 108/300	Mako Combi 18/900
Centuro 860/110	Mako Combi 25/1200
Centuro 860/85	Mako Combi CN 6/900
Challenger D Lock	Mako Combi CN8/900
Halfords Bikehut 180cm Integrated Cable Lock	Mako Combi Conger
Halfords Bikehut 90cm Integrated Cable Lock	Mako Conger
Hiplock Lite	Sinero 43 150 HB 230
Keeper 785 Integrated Chain	Sinero 43 150 HB 300
LK5010 Onguard Bulldog U-Lock	

Sold Secure SILVER rating (Bicycles up to value of £1500)

20/70 Diskus + 8KS Chain 110cm	Granit Plus 51/150 HB 300
8210/110 IVEN	Halfords Bikehut 90cm Chain & Padlock
8210/85 IVEN	Hiplock V.1.50
8900/95 IONUS	J3/J4/J6 Chain
Abus 40/130HB 140 U-Mini	Kryptolok Series 2 915 Integrated Chain
Abus 405/160 HB 230	Kryptolok Series 2 955 Integrated Chain
Abus 405/160 HB 300	Kryptolok Series 2 955 Mini Integrated Chain
Abus 471/150 HB 230 Sinus Plus	Kryptolok Series 2 ATB
Abus 471/150 HB 300 Sinus Plus	Kryptolok Series 2 LS
Abus 505/160 HB 230 Ketaro	Kryptolok Series 2 Mini
Abus 505/160 HB 300 Ketaro	Kryptolok Series 2 STD
Abus 6000/75+90cm Bordo	LK5000 Onguard Brute
Bikehut Shackle Lock (230) item code 271259	LK5001 Onguard Brute
Bikehut Shackle Lock (290) item code 271267	Magnum Plus Bicycle Armoured Cable Lock 110CM HLK305
Brute Force	Magnum Plus Bicycle Chain Lock 85CM x 8MM HLK 304
DCL1/J3 Padlock & Chain	Mako CN 8/900
Defender RL	Reef 230 (Bikehut Shackle Lock 230)
Evolution Mini 5	Reef 290 (Bikehut Shackle Lock 290)
Evolution Mini 7	Snaplok 210
Evolution Mini 9	Snaplok 260
FS 450 / FS 455	SOLID
Granit Plus 51/150 HB 230	Varedo 47 150 HB 300

Sold Secure GOLD rating (Bicycles over value of £1500)

10mm Super Quadlink Chain	IVY 9100/85/110/140/170
14mm Super Quadlink Security Chain	LK8000 Onguard Brute
501/160 HB 230 uGrip Plus	LK8001 Onguard Brute
53/160 HB 230 Granit London	LK8002 Onguard Pitbull
53/160 HB 300 Granit London	LK8003 Onguard Pitbull
8195 Eurdprocol	LK8005 Onguard Pitbull
8195 Eurdprocolw	Magnum Plus Bicycle Mini Shackle Lock with Extender Cable HLK302
8195 Eurdproref	Magnum Plus Bicycle Shackle Lock HLK 300
8195 Eurdproreflw	Magnum Plus HLK303 Chain Lock
8274 Eurdpro	Monster MK 2 Disc Lock
8285 EurdproStreet Fortum	Monster XL Lock & Chain(14mm Hex)
Abus 1010/85/110 City Chain	MotoGuard Heavy Duty Chain Lock
Abus 401/130HB 140 U-Mini	Nemesis 16mm Padlock & 16mm Chain (OF330 OF331 OF332)
Abus 410/170 HB 230	New York M18 WL
Abus 410/170 HB 300	NY Chain 1210 & Evolution Series 4 Disc Lock
Abus Bordo Granit X-Plus 6500	NY Chain 1217 & Evolution Series 4 Disc Lock
Asaklitt U-Lock 31-2166	NY Fahgettaboudit Chain 1410 & NY Disc Lock
Bubble Lock	NY Fahgettaboudit Chain 1415 & NY Disc Lock
City Chain X Plus 1060 x 110cm	NY Fahgettaboudit Mini U Lock
City Chain X Plus 1060 x 85cm	NY Lock STD
Dr Bike Lock & 10mm x 1.5mtr Chain (DR159)	NY Noose 1213 & Evolution Series 4 Disc Lock
EC 350 Abloy Lock	NY Noose 1275 & Evolution Series 4 Disc Lock
Evolution Series 4 1016 Integrated Chain	Oxford Magnum U-Lock

Sold Secure GOLD rating (Bicycles over value of £1500) (continued)

Evolution Series 4 1055 Mini Integrated Chain	Protector 11mm Chain
Evolution Series 4 1090 Integrated Chain	Protector 13mm Chain
Evolution Series 4 LS	Protector 16mm Chain
Evolution Series 4 STD	Protector 19mm Chain
G4/G6 Chain	Secure-A-Bike 10mm Chain & Master Lock M50EURD Padlock
Granit Chain 37 (10KS Chain + Granit 37/55 Padlock)	SS50 P5 Padlock
Granit Steel O Flex 1000/100	Sterling 1010S Security Chain
Granit Steel O Flex 1000/80	Street Fortum 8195 Eurdpro
Granit X Plus 54/160 HB 230	Street Fortum 8195 Eurdprolw
Granit X Plus 54/160 HB 300	Strongman STD
Hammerhead 230 & Hammerhead 290	Terra Force Ground Anchor
HD Chainlock (OF157, 159, & 160)	Torc Ground Anchor Series 2
HD Mini Shackle Lock (OF161)	Wasp10mm x 1.2/1.7mtr Chain & Lock (WSP HD12 & WSP HD 17)

The locks listed above have been tried and tested by Sold Secure. **We** may agree to cover other locks which are not listed; if **Your** lock is not listed please contact **Us** before buying the insurance.

For more information on bicycle security please call Sold Secure on 01327 264687 or visit their website www.soldsecure.com.

Sold Secure is a division of the Master Locksmiths Association.

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 (FSCS), which acts as a safety net in the unlikely event that **We** are unable to pay claims due to insolvency. The FSCS will meet the first £2,000 of the claim and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Data protection notice

Consent

When **You** bought **Your Policy** **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.

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 of the arrangement and processing of this **Policy** and the handling of claims under it, is **ERV**.

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 other companies within the **ERV** 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 41 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.

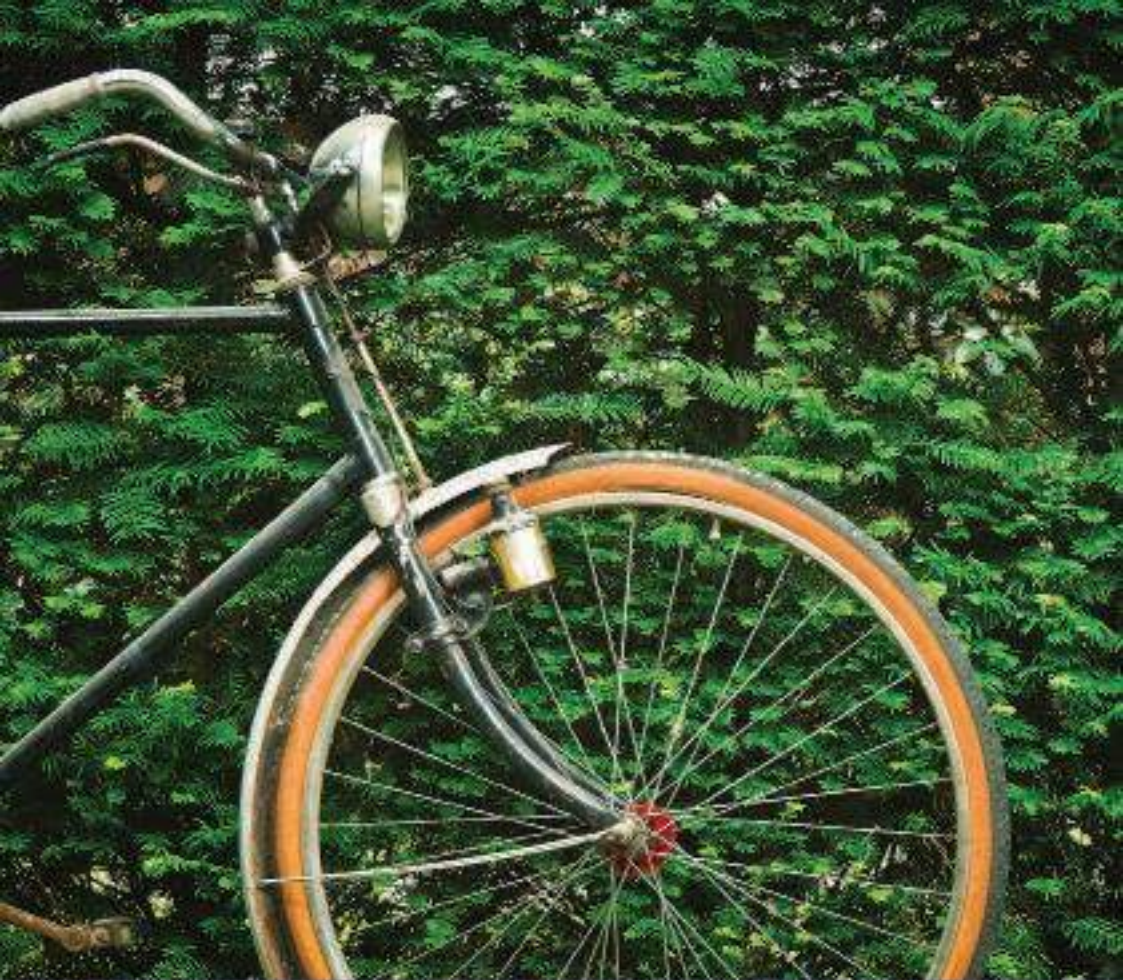
Further Information

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, **ERV**, Afon House,
Worthing Road, Horsham, RH12 1TL, United
Kingdom

Email: Dataprotectionofficer@erv.co.uk

Phone: +44 (0) 1403 788 510



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