



# coverontrip

a new type of travel insurance



Holidays Travel Insurance  
Policy Wording  
Annual multi-trip and 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](http://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 800 494

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

### Withdrawal from the European Union

The withdrawal, or the disorderly failure to withdraw, of the **United Kingdom**, in whole or in part from the European Union and any transitional arrangements to that withdrawal however named and whether temporary or otherwise, resulting in delay and disruption to, or cancellation of, travel arrangements from any port, airport, station or terminal as a consequence of:

- a. legislative, regulatory or administrative changes or uncertainty; or
- b. the total or partial failure of any computer, information or administrative system to function or to deal with required processing volumes in a timely manner; or
- c. customs, immigration, security or other border controls; or
- d. the closure of airspace or of any port, airport, station or terminal to traffic from or to the **United Kingdom**.

**Your** declaration : important questions relating to health, activities and the acceptance of **Your** insurance.

Please consider these questions very carefully in relation to **You** and **Your** travelling companions to be insured by **Us** and others upon whose health **Your** trip may depend.

<p><b>1. Are You travelling or planning to travel:</b></p> <p>a. against medical advice? b. to obtain medical treatment?</p> <p><b>If No, please proceed to the next question...</b></p>	Yes	<p><b>You</b> and <b>Your</b> travelling companions are not covered under this <b>Policy</b>. <b>You</b> may cancel <b>Your Policy</b> within the 14 day Cooling off period by emailing <b>the Administrator</b> at info@travelinsurancetot.co.uk and provided <b>You</b> have not made or intend to make a claim under this <b>Policy</b> we will refund <b>Your</b> premium in full. <b>Cancellation</b> after this time is subject to an administration fee.</p>
<p><b>2. Are You or Your travelling companions waiting for tests or test results for any undiagnosed condition(s)?</b></p> <p><b>If No, please proceed to the next question...</b></p>	Yes	
<p><b>3. At any time during the last five years have You been treated for alcohol or drug addiction?</b></p> <p><b>If No, please proceed to the next question...</b></p>	Yes	
<p><b>4. Have You or Your travelling companions made, or tried to make, 3 or more travel insurance claims in the last 5 years?</b></p> <p><b>If No, please proceed to the next question...</b></p>	Yes	
<p><b>5. Do You or Your travelling companions have any unspent convictions for fraud, theft or malicious damage?</b></p> <p><b>If No, please proceed to the next question...</b></p>	Yes	
<p><b>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?</b></p> <p><b>If No, please proceed to the next question...</b></p>	Yes	Email contact@erv.co.uk with full details.
<p><b>7. 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 medical condition which might lead to cancellation or Curtailment of the trip?</b></p> <p><b>If No, please proceed to the next question...</b></p>	Yes	<p><b>We</b> will not pay any claims related directly or indirectly to <b>Pre-existing Medical Conditions</b>.</p> <p><b>You</b> may cancel <b>Your Policy</b> within the 14 day Cooling off period by emailing <b>the Administrator</b> at info@travelinsurancetot.co.uk</p>
<p><b>8. Within the last two years have any of You suffered from, been treated for or diagnosed with:</b></p> <p>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 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. a terminal condition? f. a psychiatric or psychological condition? g. a renal condition or diabetes?</p> <p><b>If No, please proceed to the next question...</b></p>	Yes	
<p><b>9. In the 12 months prior to the date Your insurance was arranged or renewed, or the date Your trip was booked (for an annual multi-trip policy) have You or Your travelling companions:</b></p> <p>a. been receiving or are on a hospital waiting list for in-patient treatment? b. been prescribed regular medication? c. required an organ transplant or dialysis?</p> <p><b>If No, please proceed to the next question...</b></p>	Yes	

If **You** answered no to all of the above, **You** do not need to contact **Us** to be covered under this policy

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## Cover limits and applicable excesses

Section	Cover	Economy		Premium		First Class	
		Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
1	Emergency medical and repatriation expenses	£7,500,000	£100	£10,000,000	£50	£15,000,000	Nil
	- Hospital confinement benefit	N/A	N/A	£25 per 24hrs (max £100)	Nil	£25 per 24hrs (max £100)	Nil
	- Additional transport and accommodation expenses in the United Kingdom	£1,000	£100	£1,000	£50	£1,000	Nil
	- Funeral expenses in the United Kingdom	£1,000	Nil	£1,000	Nil	£1,000	Nil
	- Emergency dental treatment	£200	£100	£300	£50	£1000	Nil
2	Personal accident						
	- Death (aged 18-65)	£5,000	Nil	£7,500	Nil	£10,000	Nil
	- Death (under 18 or over 65)	£1,000	Nil	£1,500	Nil	£2,000	Nil
	- Loss of limb(s) or sight or permanent total disablement (aged 18-65)	£10,000	Nil	£15,000	Nil	£15,000	Nil
- Loss of limb(s) or sight or permanent total disablement (under 18 or over 65)	N/A	N/A	N/A	N/A	N/A	N/A	
3	Withdrawal of services	N/A	N/A	£25 per 24hrs (max £200)	Nil	£25 per 24hrs (max £200)	Nil
4	Provision of screened blood	£5,000	Nil	£5,000	Nil	£5,000	Nil
5	Cancellation	£1,500	£100	£3,000	£50	£5,000	Nil
6	Curtailement	£1,500	£100	£3,000	£50	£5,000	Nil
7	Travel delay and disruption						
	- Delay	N/A	N/A	£20 per 12hrs (max £200)	Nil	£20 per 12hrs (max £200)	Nil
	- Abandonment after 24 hours	N/A	N/A	£2,000	£50	£2,000	Nil
- Disruption	N/A	N/A	£500	Nil	£500	Nil	
8	Personal effects / possessions	£750	£100	£1,500	£50	£3,000	Nil
	- Single Item limit	£100		£150		£150	
	- Sunglasses	£75		£75		£75	
	- Valuables limit	£100		£150		£200	
	- Personal money	£200		£300		£300	
	- Cash	£100		£150		£150	
	- Passport	£100		£100		£100	
9	Luggage delay	N/A	N/A	£50 per 24hrs (max £100)	Nil	£50 per 24hrs (max £100)	Nil
10	Personal liability						
	- Property damage	£100,000	£100	£100,000	£50	£100,000	Nil
- Bodily Injury	£2,000,000	£100	£2,000,000	£50	£2,000,000	Nil	
11	Hijack, kidnap and mugging	N/A	N/A	£50 per 24hrs (max £250)	Nil	£50 per 24hrs (max £250)	Nil
12	Catastrophe	N/A	N/A	£1,000	Nil	£1,500	Nil
13	Legal costs and expenses	£25,000	Nil	£25,000	Nil	£25,000	Nil

## Cover limits and applicable excesses for optional upgrades

The following sections of cover are only available if **You** choose the specific option/options, pay the appropriate additional premium and the option is shown on **Your Policy Schedule**.

Section	Cover	Available for all cover levels		Available for all cover levels		Available for all cover levels	
		Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
14	Winter Sports Cover	£500	£100	£500	£50	£500	Nil
	- Skis, Ski equipment	£250	£100	£250	£50	£250	Nil
	- Ski pass	Max £300	Nil	Max £300	Nil	Max £300	Nil
	- Ski equipment delay ( £15 per day )	Max £200	Nil	Max £200	Nil	Max £200	Nil
	- Piste closure ( £20 per day )	Max £150	Nil	Max £150	Nil	Max £150	Nil
	- Avalanche or landslide ( £30 per day )						
15	Gadget Cover (up to two items - £500 each)	£1,000	£100	£1,000	£50	£1,000	Nil
16	Golf cover						Nil
	- Golf Equipment	£1,000	£100	£1,500	£50	£2,000	Nil
	- Single Item pair or set	£300	Nil	£375	Nil	£500	Nil
	- Golf Equipment hire	£50 per day up to £450	Nil	£50 per day up to £450	Nil	£50 per day up to £500	Nil
	- Green Fees	£40 per day up to £200	£100	£40 per day up to £200	£50	£50 per day up to £500	Nil
17	Pet care cover	£75 per day up to £750		£75 per day up to £750		£75 per day up to £750	
18	Cruise cover	£300	£100	£500	£50	£1,500	Nil
	- Missed port departure	£50 per day up to £300	Nil	£75 per day up to £375	Nil	£75 per day up to £1,000	Nil
	- Cabin confinement	£50 per port up to £300	Nil	£65 per port up to £375	Nil	£75 per port up to £500	Nil
	- Itinerary change	£300	£100	£400	£50	£500	Nil
	- Unused excursions	£300	£100	£500	£50	£750	Nil
	- Cruise interruption						
19	Business effects / possessions	£1,500	£100	£1,500		£1,500	
	- Single Item limit	£1,000		£1,000	£50	£1,000	Nil
	- Laptops						
	Damage	£800		£800		£800	
	Total loss	£500		£500		£500	
	- Valuables limit	£1,000		£1,000		£1,000	
	- Business money	£750		£750		£750	
	- Cash limit	£500		£500		£500	
	- Delay of business effect	£500		£500		£500	

## Important notes

**We** wish to bring to **Your** attention some of the important features of **Your** travel insurance **Policy**. All the words and phrases in bold have special meanings and are defined under Words with Special Meanings ( see page 11 ).

### 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. (see 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 of issue by emailing **the Administrator** at info@travelinsurancecot.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. The right to cancel during a cooling-off period does not apply to a **Policy** that lasts less than one month.

### Cruises

The **Policy** will not cover **You** for trips on Cruise-ships unless **You** have selected the optional cruise cover policy add-on.

### Cyber-terrorism

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

### Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

### Governing Law

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

### Hazardous Activities and Sports

The **Policy** excludes cover for some activities,

which we define as '**Hazardous Activities and Sports**'. Please see pages 44-46 for full lists of all activities and sports that are either covered or excluded on this policy .

### Health

This **Policy** does not cover any medical conditions diagnosed, investigated or treated prior to travelling.

### Medical Expenses

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

### Personal Effects Claims

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

### Policy Excesses

Claims under most sections of the **Policy** will be subject to a **Policy Excess** as shown in the table of cover limits and applicable excesses. Where there is a **Policy Excess You** will be responsible for paying the first part of each claim per person per claim under each section of the **Policy**. A **Policy Excess** will not apply where **You** have purchased the additional excess waiver option and this is shown on the **Policy** Schedule.

### Policy Limits

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

### Policy Renewal - Automatic)

( applicable to Annual multi trip policies only )  
Coverontrip will attempt to automatically renew **Your Policy** (when possible to do so) unless **You** have advised Coverontrip that **You** do not want **Your** annual multi-trip **Policy** to automatically renew. Coverontrip will send **You** a Renewal Notice approximately one month prior to the expiry of the current **Policy**, explaining whether or not **Your Policy** will automatically renew or if **You** are required to manually renew it. This will also provide details on how to cancel **Your** renewal, if **You** do not wish to renew **Your Policy**.

### 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

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

### Reasonable Care

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

### Volcanic Ash

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

## Pre-existing medical conditions

This **Policy** contains exclusions regarding **Pre-Existing Medical Conditions** which affect all **Insured Persons** and the cover provided by this **Policy**. It is very important that **You** read and understand the following exclusions, and answer **Our** questions in **Your declaration** : **important questions relating to health, activities and the acceptance of Your insurance**

This **Policy** does not cover any claim

1. Arising from an **Insured Persons** known, diagnosed and suffered pre-existing medical condition which could reasonably be expected to give rise to a claim.
2. Directly or indirectly resulting from an **Insured Person** suffering from or having been treated for or diagnosed with any of the following medical conditions within the last two years :
  - a. a cardiovascular or heart related condition ( 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 circulatory or renal condition, diabetes or cancer whether in remission or not
  - d. a stroke, brain stroke or TIA ( transient ischemic attack ) or other cerebrovascular

- e. a psychological or psychiatric condition such as stress, anxiety, depression, dementia, malaise, fatigue ( burn out syndrome )
- f. a terminal condition.

3. Arising from any **Pre-Existing Medical Condition** for which an **Insured Person** has been treated or ;
  - a. is taking or has been told to take regular prescribed medication
  - b. is taking prescribed medication for chronic and/or recurring conditions
  - c. has required an organ transplant or required dialysis
  - d. is receiving or on a waiting list for in-patient hospital treatment
  - e. should have sought medical advice before beginning the trip or is travelling against the advice of a **Medical Practitioner**
  - f. was under investigation when the **Policy** was issued or the trip was booked
  - g. knows will require medical treatment during the trip or where **You** are travelling specifically to get medical treatment abroad.
4. Arising from a medical condition of someone **You** were going to stay with, a **Relative**, a **Close Business Associate**, a travelling companion or anyone on whose health **Your** trip may depend if **You** were aware of the medical condition at the time **Your Policy** was issued or **Your** trip was booked.

## 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 Journey**, 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

## Words with special meanings

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

### Active Participation

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

### Assistance Company and Helpline

**ERV 's Assistance Company ' s** telephone line for the purpose of dealing with emergency assistance.

### Bodily Injury

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

### Cash

valid coins, bank and currency notes.

### Catastrophe

avalanche, landslide, explosion, earthquake, fire, flood, hurricane, lightning, medical epidemic, storm, tempest, tsunami or volcanic activity.

### Close Business Associate

any person whose absence from business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

### Consent

**Your** agreement on **Your** own behalf; and, where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and **Your** warranty that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and **Your** warranty

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

### Contamination

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

### Curtailment

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

### Cyber-terrorism

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

### Europe

Aland Islands, Albania, Algeria, Andorra, Armenia, Austria, Azores, Balearic Islands, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Greek Islands, Greenland, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia ( west of the Ural Mountains ), San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the Vatican City.

### Family and Couples

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

### Gadget

any of the following listed items owned by **You** and for which **You** are able to provide **Us** with the relevant proof of purchase : MP3 Players, MP4 Players, iPods, Smart Phones, DVD Players, iPads, Games Consoles, Digital Cameras, Video Cameras,

Mobile Phones, PDAs, Laptops, Bluetooth Headsets, Satellite Navigation Devices, GPS Mobile Handsets, E-Readers, Camera Lenses, In-Car Computers, Head / Ear Phones, Tablets.

### **Hazardous Activities and Sports**

any pursuit or activity where it is recognised that there is an increased risk of serious injury or which can be reasonably expected to aggravate any existing disability or infirmity. ( See pages 44-46 for a list of **Hazardous Activities and Sports** ).

### **Hijack**

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

### **Illness**

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

### **Insurance Event**

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

### **Insured Journey**

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

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

### **Insured/Insured Person/You/Your**

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

### **Insurer / ERV / We / Us / Our**

other than where exceptionally defined elsewhere in the **Policy**, ETI - International Travel Protection, Afon House, Worthing Road, Horsham RH12 1TL, the **United Kingdom** branch of Europäische Reiseversicherung ( **ERV** ) A.G., an Ergo Group Company incorporated and regulated

under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. **ERV** 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. Details of the extent of **our** regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **Us** on request. **Our** registration number is 220041.

### **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.

### **Leisure Trip**

a journey solely for holiday or leisure purposes.

### **Medical Practitioner**

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

### **Mugging**

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

### **Period of Cover**

the period to which the **Policy** applies, as indicated by the **Period of Cover** on **Your Policy schedule**.

### **Permanent Total Disablement**

disablement resulting in an **Insured Person 's** permanent and absolute inability to attend to any profession, business or gainful occupation of any kind.

### **Personal Effects**

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

### **Personal Money**

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, **Travel Documents**, negotiable instruments, pre-paid

phone cards, petrol coupons, or other securities belonging to the **Insured Person**.

### Policy Excess

the amount of money that will be deducted per person per claim by **Us** from a claims settlement under certain sections of the **Policy**. The amount of **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 **Policy Excess** will apply under Section 1, Cover A : Emergency medical and repatriation expenses .

### Policy Schedule

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

### Pre-Existing Medical Condition

any past, current or reoccurring 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.

### 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.

### Policy holder

the person who purchased this **Policy**.

### Relative

**Family and Couple**, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, relation in law or fiancé (e).

### Single Item Limit

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

### Sports Equipment

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

### Strike or Industrial Action

any form of **Industrial Action** taken by workers, which is carried on with the intention of preventing,

restricting, or otherwise interfering with the production of goods or the provision of services.

### Terrorism

an act including but not limited to the use of force or violence and / or the threat thereof, of any person or group ( s ) of persons, whether acting alone or on behalf of or in connection with any organisation ( s ) or government ( s ), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public, in fear.

### Travel Documents

Airline, ferry, international train, theme park.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### 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 video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to iPods, iPads, Kindles and the like and associated software.

### War and Civil Unrest

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

### Weapons of Mass Destruction

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

### Winter sports equipment

Ski Boots, bindings, skis, board, sticks

### Withdrawal of Services

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

## Policy information

### The Policy Wording

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

### Policy Schedule

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

### Reciprocal health agreements

If **You** are travelling to a European Union country **You** are strongly advised to obtain a European Health Insurance Card online or from **Your** local post office. This will entitle **You** to benefit from the reciprocal health agreements, which exist between EU countries. Should **You** require medical treatment in Australasia please note that reciprocal arrangements may apply.

## General policy conditions

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

### Age limitation

Cover does not extend to any person aged 66 and over at the commencement of the **Period of Cover**.

### Cancelling the policy

**You** may cancel this **Policy** within 14 days of its issue (provided **You** have not commenced the trip) by emailing info@travelinsurancecot.co.uk and, subject to **You** not having or intending to make a claim, a full refund of premium will be made. If **You** choose to cancel and a claim has been made or the trip has commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We**

do, the premium **You** have paid for the rest of the current **Period of Cover** will be refunded pro rata.

### Commencement of cover

For Single trip cover for cancellation commences on the "Issued on" date shown on **Your Policy Schedule** or from the date the trip is booked (whichever is later) and terminates on commencement of the trip. For Annual Multi trip **You** won't be covered for cancellation until **Your Policy** start date. In respect of all other cover in the **Policy**, both for Single Trip and for Annual Multi trip, cover commences from the effective date when **You** leave **Your** usual place of residence to commence the trip, and continues until the time of **Your** return to **Your** usual place of residence or business on completion of the trip.

### Maximum duration

For Single trip policies the maximum duration of cover available is 183 days. For Annual multi-trip policies the maximum duration of any one trip is 31 days, unless **You** have paid the appropriate premium and the maximum duration of any one trip is 45 days. No cover shall be provided for any part of any trip under an Annual multi-trip **Policy** where **Your** intended travel exceeds the maximum permitted travel of 31 days, unless **You** have paid the appropriate premium and the maximum duration of any one trip is 45 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 the **Medical Practitioner**.

### Pre-existing medical conditions

This **Policy** doesn't provide cover for any medical conditions diagnosed, investigated or treated prior to the trip.

### Taking care

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

may result in any unreasonable or unnecessary expense.

#### Third party contracts act

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

#### Transferring **Your** interest in the policy

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

### General policy exclusions

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

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

This policy does not cover

#### Active Participation

##### Aviation

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

##### Business travel

any business trip undertaken in relation to **Your** employment or usual occupation unless the appropriate addon has been

chosen.

##### Criminal acts

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

##### Cruises

unless the appropriate addon has been chosen

##### 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.

##### Cycle helmet

any claim arising from injuries sustained whilst **You** are cycling, where **You** are not wearing an appropriate cycle helmet at the time of the incident other than when **You** are using a cycle hired to **You**, and used on an incidental basis under a public cycle hire scheme, such as the TFL bike hire scheme in London, where no helmet is provided by the hirer. This would not include commuting to and from work on a hired cycle.

##### 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
- e. any **Relative**

##### Depreciation

depreciation, wear and tear and currency exchange losses.

##### Disinclination

unwillingness or refusal to travel.

##### Hazardous Activities and Sports

any claim out of participation in Excluded **Hazardous Activities and Sports** ( see p44-46 )

Manual work  
any manual work undertaken during **Your** trip.

Mental Illness  
incidents arising out of psychological or psychiatric disorder or whilst suffering from any condition of anxiety stress or depression diagnosed prior to a trip.

Nuclear energy  
including nuclear reactions, radiation and **Contamination**

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

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

Rescue  
air and /or sea search and rescue.

Self-Injury  
**Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse or **You** being under the influence of alcohol ( where **Your** blood alcohol level is greater than 200mg per 100ml of blood which is equivalent to **You** being two and a half times or more over the current **United Kingdom** Drink Drive limit ), **You** being in control of any motorised vehicle whilst deemed legally impaired to do so through **Your** intake of alcohol, the use of any drugs ( other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction ), self-exposure to needless peril ( except in an attempt to save human life ).

Terrorism

Unspent convictions  
**You** will not be covered under this **Policy** if **You** have any Unspent Convictions.

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.

Weapons of Mass Destruction

War and Civil Unrest  
including any action taken in controlling, preventing, suppressing or in any way relating to **War and Civil Unrest**, unless **You** are in an area subject to **War and Civil Unrest** at the outbreak of hostilities, in which case **You** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **You** take the first reasonable opportunity to leave the area. If **You** fail to take such an opportunity all cover under this **Policy** will end. take such an opportunity all cover under this **Policy** will end.

## Claims Procedure

### Fraud

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

### Making a claim

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

For medical emergency, medical related expenses, repatriation and evacuation claims Please call **ERV**'s Assistance Company tel. +44 (0)1 403 288 119 tel. +1 844 780 0494 ( USA & Canada ) at any time of the day or night

1. Please call **ERV**'s **Assistance Company**

as soon as possible for cases involving hospitalisation or if **You** need a medical referral.

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

#### For Travel Delay and Disruption claims

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

#### For Personal Effects claims

1. For all loss or damage in transit claims, including delayed **Personal Effects** report them to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. In the event of baggage delay, retain receipts for the purchase of essential replacement items.
4. **You** must report all theft or losses to the

police within 24 hours of discovery and obtain a written police report.

5. Download a claim form from **Our** website [www.erv.co.uk/claims](http://www.erv.co.uk/claims), or contact the **ERV** Claims department using the contact details on the right hand side of this section.
6. **You** must retain and produce at **Your** own expense all receipts, reports and documentary evidence required by **Us** to support **Your** claim.

#### For Legal Costs and Expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
tel. +44 (0) 117 934 0548  
fax. +44 (0) 117 934 2109  
email [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Legal Costs and Expenses claims should be notified as soon as possible but no later than 180 days of **You** becoming aware of the **Insurance Event**.

#### For all other claims

Please contact **ERV** claims via the below contact details, or download a claims form from [www.erv.co.uk/claims](http://www.erv.co.uk/claims)  
**ERV** Insurance Services, PO Box 9, Mansfield, Nottinghamshire, NG19 7BL

tel. +44 (0) 1403 217 427  
email [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk)

All claims (apart from Legal Costs and Expenses claims, which is detailed above), should be notified no later than 30 days after the **Insurance Event**

#### No interest

No interest shall be added to any claims payments.

#### Other insurance

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

#### Rights and responsibilities

**We** will be entitled to take over and conduct in

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

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

## 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](mailto: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](mailto:customerrelations@das.co.uk)

- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- completing DAS online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If **Your** complaint is concerning the sales process, please contact **the Administrator** via: [complaints@travelinsurancecot.co.uk](mailto: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 section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual **Bodily Injury** or suffers **Illness** outside the **United Kingdom** ( unless specifically covered below ), **We** will indemnify / pay the reasonable and / or customary costs / expenses up to but not exceeding the sum insured shown in Cover limits and applicable excesses on page 5-6, which are necessarily incurred in respect of the following

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

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

## Exclusions applying to Section 1

### A. What is not covered

1. Admission to a private hospital / clinic unless approved by **ERV** 's Assistance Company.
2. Private room accommodation in a hospital / clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and / or supply.
5. Any claims for costs related to Pregnancy or Childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy or Childbirth.
6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the trip.
8. Costs of health or medical treatment provided in the **United Kingdom**.
9. Costs of non-essential or ongoing treatment or where treatment can be reasonably delayed until **You** return to the **United Kingdom**.
10. Costs of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiroprapist or osteopath.
12. Non-medical costs such as telephone, fax and internet use.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious material.
15. **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, where no **Policy Excess** applies. Please refer to **Your Policy Schedule**.

### B. Hospital Confinement Benefit

Cover as specified on **Your Policy Schedule** is provided for each 24-hour period that **You** are admitted to a hospital as an inpatient or held in compulsory quarantine outside the **United Kingdom**.

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

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

### C. What is not covered

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

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

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

D. What is not covered

1. Any costs of repatriation or evacuation as a result of **Your** taking part in any excluded **Hazardous Activities and Sports** including dangerous expeditions or from an area which is considered by **Us** to be a **War and Civil Unrest** area.
2. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

E. Funeral expenses and body repatriation

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

E. What is not covered

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

Additional conditions applying to Section 1

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

## Section 2 - Personal Accident

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in **Your Policy Schedule**, who sustains **Bodily Injury** as a sole and direct result of an accident during the trip giving rise to:

- A. Death occurring within 12 months of the accident
  - 1. Persons aged 18 to 65 years: 100% of the sum insured.
  - 2. Persons aged under 18 or over 65: 20% of the sum insured.
- B. Disablement resulting in **Your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind
  - 1. Persons aged 18 to 65 years: 100% of the sum insured.
  - 2. Persons aged under 18 or over 65: no cover
- C. Permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes
  - 1. Persons aged 18 to 65 years: 100% of the sum insured.
  - 2. Persons aged under 18 or over 65: no cover

### Additional conditions applying to Section 2

- 1. Compensation for disablement will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- 2. Disablement is assessed as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the

### **Insurance Event** causing **Bodily Injury**.

- 3. It is a condition for payment of disablement compensation under B and C above that the **Insured Person** is alive on the date of payment.
- 4. **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
- 5. If an **Insured Person** disappears but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
- 6. Any disablement compensation that has been paid in connection with an **Insurance Event** resulting in death will be deducted from the sum insured for death.
- 7. The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **Permanent Total Disablement**.
- 8. A pre-existing disablement does not entitle the **Insured Person** to any higher assessment of compensation than if such disablement had not previously existed.
- 9. Where more than one **Insured Person** suffers **Bodily Injury** in the same **Insurance Event**, the maximum **We** will pay in total is £50,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.
- 10. The **Insured Person** (or in the case of death, the deceased's personal representatives or next of kin) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and / or death certificates as required.

## Exclusions applying to Section 2

### What is not covered

1. Any **Insurance Event** arising as a consequence of a nuclear, chemical or biological **Terrorism** act
2. Any **Bodily Injury** which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War and Civil Unrest** area
3. Any **Insurance Event** arising from
  - i. **You** being the driver, rider or passenger of a quad bike, all terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not
  - ii. **Your** participation in any excluded **Hazardous Activities and Sports**.

## Section 3 - Withdrawal of Services

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to an **Insured Person**, not exceeding the sum insured shown in on **Your Policy Schedule**.

- A. Where a **Withdrawal of Services** has occurred continuously for more than 72 hours during **Your Insured Journey** **We** will make a payment in accordance with **Your Policy** Schedule.

## Exclusions applying to Section 3

### What is not covered

1. If alternative arrangements have been made by the accommodation or service provider.
2. **Strike or Industrial Action** existing or known about on the date of the purchase of this insurance or the date **Your** trip

was booked.

3. Services that were not part of a pre-paid package.
4. **Withdrawal of Services** not supported by written confirmation from the tour operator, accommodation or service provider to substantiate **Your** claim.

## Section 4 - Provision of Screened Blood

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person**, not exceeding the sum insured shown in **Your Policy Schedule** in the event of an emergency medical need of screened blood.

- 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

### What is not covered

1. Supplies needed as a result of elective surgery, chronic blood disorders, or self-injury.

## Additional 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's Assistance Company** taking into account the medical condition of the **Insured Person** and the safety of local supplies.

## Section 5 - Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in **Your Policy Schedule**, following necessary and unavoidable cancellation of a trip.

- A. All travel charges that **You** have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the trip that **You** are necessarily required to cancel as a result of:
1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom **You** have arranged to travel or stay).
  2. **You** or any person with whom **You** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military and/or jury service or as a witness in a court of law (except in a professional capacity as an expert witness) during the period of the trip.
  3. **Your** pregnancy, where confirmation of **Your** pregnancy by a hospital or registered medical practitioner is announced to **You** after **You** have bought the **Policy** and booked the trip provided **You** cancel **Your** trip within seven days.
  4. **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.
  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 any time after **We** have accepted this insurance.

## Exclusions applying to Section 5

What is not covered

1. Any cancellation of a trip that was booked before the **Policy** was purchased.
2. Any cancellation arising from circumstances that could reasonably have been anticipated at the time **You** booked **Your** trip or purchased this insurance.
3. Cancellation caused by Pregnancy or Childbirth unless the cancellation is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
4. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or **Your** loss of enjoyment of the trip.
5. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
6. Any cancellation of a trip
  - i. due to the fear of an epidemic or pandemic
  - ii. by the travel organiser
  - iii. where **Your** carrier has refused to allow **You** 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 **Your** trip.
8. Any charges in respect of the trip
  - i. for which there is no contractual liability or
  - ii. which are recoverable elsewhere.
9. Any costs of expenses arising from a **Catastrophe**.
10. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel organiser.
11. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
12. Any failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A)
13. Any claim arising from a psychological / mental **Illness** suffered by **You** or a **Relative** whether travelling or not.
14. **Policy Excess** may apply. Please refer to Your **Policy Schedule**.

Additional 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 **Period of Cover** which **You** could reasonably foresee as likely to give rise to a claim under the **Policy**. **We** reserve the right to alter the terms of insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **You** in respect of loss of deposits or charges that **You** have necessarily incurred up to the date **You** advise **Us** of such changed circumstances.

## Section 6 - Curtailment

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in **Your Policy Schedule**, following necessary and unavoidable **Curtailment** of a trip.

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

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

occurring at any time after commencement of the trip.

## Exclusions applying to Section 6

What is not covered

1. Any **Curtailment** of a trip that was commenced prior to the **Period of Cover** unless declared to and accepted by **Us**.
2. Any **Curtailment** as a consequence of **Terrorism**.
3. Any **Curtailment** of a trip due to the fear of an epidemic or pandemic.
4. **Curtailment** caused by Pregnancy or Childbirth unless the **Curtailment** is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
5. Any expense following **Your** disinclination to travel or to continue with **Your** trip or **Your** loss of enjoyment of the trip.
6. Any expense arising from circumstances that could reasonably have been anticipated at the time **You** commenced **Your** trip.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail the trip.
8. Any charges in respect of the trip
  - i. for which there is no contractual liability or
  - ii. which are recoverable elsewhere.
9. Any costs or expenses arising 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. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

## Additional conditions applying to Section 6

1. All **Curtailment** costs must be authorised in advance by **ERV's Assistance**

## 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

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

1. The amount as shown 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 24 hours delay to **Your** outward journey from the **United Kingdom**, **You** choose to cancel the trip. Such compensation cannot exceed the sum insured for Section 5 - Cancellation.

### B. Missed departure

Disruption of **Your** scheduled travel itinerary due to the failure or delay of any pre-booked public transport to the trip destination point.

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

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

## Exclusions applying to Section 7

### What is not covered

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

## Additional conditions applying to Section 7

### Each **Insured Person** must:

1. Take all reasonable steps to complete the scheduled journey on time.
2. Check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
3. Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.
4. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
5. Obtain written confirmation from the public transport provider if **You** miss **Your** departure due to the failure or delay of the means of public transport on which **You** were travelling.
6. Obtain a police accident report if **You** miss **Your** departure because the vehicle in which **You** were travelling was involved in an accident and/or **You** were required to provide a witness statement.
7. Apply in a timely manner to the airline or carrier for compensation **You** are

entitled to under EU Regulation No. 261 / 2004 / EC " Air Passenger Rights " .

## Section 8 - Personal Effects

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

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

### A. Accidental loss, damage or theft of **Personal Effects**

**We** will, pay the intrinsic value of items at the time the loss occurred, up to the sum insured in total and subject to the **Single Item Limit** and **Valuables** limits set out in the tables "Cover limits and applicable excesses" on page 5-6.

### Exclusions applying to Section 8

#### A. What is not covered

1. Electronic mobile devices such as smart phones or P.D.As
2. Items delayed or confiscated by any government or public authority.
3. Depreciation in value.
4. Any loss or damage occurring
  - i. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging
  - ii. due to atmospheric or climatic conditions
  - iii. during any process of cleaning, dyeing, repairing or restoring
  - iv. to **Sports Equipment** while in use
  - v. due to mechanical or electrical breakdown or derangement
  - vi. to any items being shipped as freight or under a bill of lading

- vii. to **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
- viii. any **Valuables**, fragile articles or electronic equipment in baggage or in transit outside of **Your** personal control
- ix. to spectacles and contact lenses.
- x. to prosthetic limbs and / or hearing aids.

5. Any loss of unattended items left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
7. The **Policy Excess**. Please refer to **Your Policy Schedule**.

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

**We** will pay up to the sum insured shown in **Your Policy** Schedule, subject to the sub limit for **Cash**, for accidental loss or theft of personal money, passport, flight tickets and other travel documents belonging to **You** whilst being personally carried by **You** or in a safety deposit box whether in **Your** hotel room or under the supervision of the accommodation in which **You** are staying or in a bank or whilst in securely locked **Private Accommodation**.

1. If **You** are under the age of 18, **We** will not pay more than 20% of the amount for **Cash** shown on **Your Policy Schedule**.
2. Reasonable additional costs incurred in obtaining replacements.
3. If **Your** passport is lost or stolen outside the country of departure during a trip, **We** will pay up to the amount shown in **Your Policy Schedule** for the cost of replacing **Your** passport. Any settlement would be calculated

according to the original passport's expiry date. A proportionate refund of the unused part of the passport's original value would be made depending upon how many complete years it was to remain valid for.

#### 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 or **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers or in transit outside of **Your** control.
  - ii. arising due to non-compliance with any of the terms of issue of any **Personal Money**
  - iii. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained
3. Any loss of unattended **Personal Money** left in a public place or at **Your** lodgings unless in securely locked Private Accommodation or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.
4. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

#### Additional conditions applying to Section 8

1. A claim for **Personal Money** lost by or stolen from **You** will only be considered if **You** report such a loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
2. **We** will only be responsible for losses of **Personal Money** or **Cash** to the extent **You** are not covered by any other insurance or any other form of indemnity

or reimbursement by the card issuer, bank or other security provider.

3. Original purchase receipts will be required for items of luggage, clothing and **Personal Effects** where these are less than one year old.

#### Section 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 **Your Policy Schedule** for the delay of personal effects by more than 12 hours after the actual arrival time of the **Insured Person** for:

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

#### Exclusions applying to Section 9

##### What is not covered

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

#### Additional conditions applying to Section 9

1. Any payment made under this section will be deducted from any subsequent payment made under Section 8 for accidental loss, damage or theft of **Personal Effects**.

## Section 10 - Personal Liability

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

- A. Costs and expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Cover** resulting in:
1. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family and Couple** or household or of a person in **Your** service.
  2. **Bodily Injury**, death or disease to any third party who is not an **Insured Person**, a member of **Your Family** or household or in **Your** Service.

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

### Exclusions applying to Section 10

#### What is not covered

1. Where legal liability arises directly or indirectly out of:
  - i. **Your** trade profession or business
  - ii. contractual liability unless such liability would have attached in any event in the absence of such contract
  - iii. ownership, possession or use ( other than as a passenger having no right of control ) of any motor vehicle, caravan, trailer, aircraft, model aircraft, watercraft, or any mechanically or electrically propelled vehicle or

- lift
- iv. **You** having transmitted disease to other persons via infection or otherwise
- v. wilful, malicious or criminal acts
- vi. ownership, possession or use of animals or firearms
- vii. ownership of any land or buildings.

2. Any fines or other penalties.
3. Legal liability in respect of loss or damage to any property owned or held in trust by **You** or in **Your** custody or control other than use of a hotel and other similar temporary accommodation.
4. The **Policy** does not cover personal liability if the personal liability is a consequence of participating in Covered Leisure Activities listed on pages 44-46 unless otherwise stated on pages 44-46
5. Any liability arising out of actions between **Insured Persons**.

### Additional conditions applying to Section 10

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

£2,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

## Section 11 - Hijack, Kidnap and Mugging

This section of the **Policy** sets out the cover **We** will provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured shown in **Your 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. Travel and accommodation cost ( room only ) incurred by up to two **Family** members when travelling to a destination near the location of the **Kidnap** and / or **Hijack** incident, when such incident has lasted more than seven days.
2. **Hijack / Kidnap** benefit per day for each full 24 hours that **You** are detained.

### B. **Your** hospitalisation following a **Mugging**

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

## Exclusions applying to Section 11

### What is not covered

1. Any ransom or other amount or property paid in relation to **Your** release following **Your Kidnap** or **Hijack**.
2. Any **Kidnap** or **Hijack** in an area that is considered by **Us** to be a **War and Civil Unrest** area.
3. **Mugging** that does not necessitate hospitalisation.
4. Any claim not supported by a written police report.

## Section 12 - Catastrophe

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 **Your Policy Schedule**, in respect of the disruption of **Your** trip by a **Catastrophe**

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

## Exclusions applying to Section 12

### What is not covered

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

## Additional conditions applying to Section 12

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

## Section 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.
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](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process.

The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **Insured Person** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **Insured Person** and **DAS** or may be paid by either **You** or **DAS**.

8. **DAS** may require an **Insured Person** to get, at the **Insured Person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured Person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the insured person will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or 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, 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 - Optional Winter Sports Cover

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

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

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

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

Ice sailing - ice windsurfing - skidoo - snow mobiling

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

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

A winter sports incident leading to a valid claim will be covered under the **Policy**. However, no cover for **Winter sports equipment** will be provided under the **Personal Effects Policy** section and Avalanche Travel Delay will not be covered under the **Policy** sections 5, 6 and 7. Please see below for details of **Winter sports equipment** cover.

This part of the **Policy** sets out the additional

cover we provide to each **Insured Person**, per **Insured Journey**, if **You** are participating in Winter Sports up to the sum insured set out in the tables "Cover limits and applicable excesses" on pages 7 & 8 in total. The additional cover is subject to the general **Policy** Conditions, Exclusions, and other terms.

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

The value of items after consideration of wear and tear.

## Exclusions applying to Section 14

### What is not covered - A

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

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

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

### Exclusions applying to Section 14

#### What is not covered - B

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

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

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

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

### Exclusions applying to Section 14

#### What is not covered - C

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

considered by **ERV** to be hazardous ( see Specific Exclusions ) .

6. Any Specific Exclusions applying to Winter Sports Cover.

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

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

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

### Exclusions applying to Section 14

#### What is not covered - D

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

- E. Travel delay due to Avalanche

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

## Exclusions applying to Section 14

### What is not covered - E

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

## Additional conditions applying to **Policy** Section 14

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

## Specific Exclusions applying to Section 14

### What is not covered

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

1. Hazardous winter sport activities excluded as mentioned in the excluded winter sports list on page 44-46.
2. The **Policy Excess** except where **You** have paid the Excess Waiver Premium and it is shown on **Your Policy Schedule**.
3. Anything mentioned in the General Exclusions on page 15

## 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 and "Gadget Cover" is shown on the **Policy Schedule**.

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 7 & 8, 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 15.

#### 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 7 & 8.
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 7 & 8.
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 - Optional Golf Cover

This section only applies if the additional premium for Golf cover has been paid and this is shown on **Your Policy** Schedule. This section of **Your** policy explains the cover we provide for golf trips.

What is covered:

1. Loss or theft of or damage to **Your** golf equipment;
  2. The cost of hiring golf equipment
  3. The loss of pre-booked and nonrefundable green fees **We** will pay **You** up to the amount shown in the **Policy** limits and excesses table for the level of cover **You** have selected to:
- Replace, reinstate or repair **Your** golf equipment which is lost, stolen or damaged Claims will be considered on a new for old basis provided the item is less than 2 years old at the date of the incident and **You** are able to provide the original purchase receipt. All other items will be subject to a suitable deduction for wear and tear and depreciation or we may at our option replace, reinstate or repair the lost, stolen or damaged golf equipment.

Please note we may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required.

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

Cover the cost of hiring golf equipment in the event **Your** golf equipment is lost, stolen or delayed on **Your** outward journey for over 12 hours from the time **You** arrived at **Your** trip destination **You** must keep all receipts for the hire of golf equipment and enclose them with **Your** claim form.

The loss of pre-booked and nonrefundable green fees if the pre-booked course at **Your** trip destination becomes unplayable due to adverse weather conditions

Exclusions applying to Section 16

What is not covered

1. The excess (unless the appropriate additional premium for excess waiver has been paid and is shown on **Your Policy** Schedule).
2. Any claim over the amount shown in the **Policy** limits and excesses table for the level of cover **You** have selected for any one item/pair or set of items.
3. Any claim as a result of **Your** disinclination to play.
4. Any loss or theft of or damage to **Your** golf equipment whilst in use.
5. Any loss or theft of **Your** golf equipment that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written report from them.
6. Any loss or theft of or damage to **Your** golf equipment whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR).
7. Any loss of or damage to **Your** golf equipment caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moth, vermin, atmospheric or climatic conditions.
8. Any loss or theft of **Your** golf equipment left out of sight and out of personal control in public places where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, clubhouse etc.
9. Any loss or theft of **Your** golf equipment from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot or covered luggage area and following physical evidence of forcible entry and

reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is obtained from them.

10. Any loss or theft of **Your** golf equipment left in the custody of a person who does not have official responsibility for the safekeeping of the property.
11. Anything specifically excluded under the General exclusions applying to **Your Policy**.

## Section 17 - Optional Pet Care Cover

This section applies only if the additional premium for Pet Care cover has been paid and "Pet Care Cover" is shown on the **Policy Schedule**.

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 17

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 sea vessel.
2. Claims following death, injury or illness which we have not authorised.

## Section 18 - Optional Cruise Cover

This section applies only if the additional premium for Cruise Cover has been paid and 'Cruise Cover' is shown on **Your Policy Schedule**.

### A. Missed Port Departure.

Disruption of **Your** scheduled travel itinerary due to the failure or delay of any pre-booked public transport.

**You** are covered up to the amount shown in the **Policy Schedule** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in joining **Your** Cruise ship at the next docking port if **You** fail to arrive in time to board the ship on which **You** are booked to travel at the initial port of embarkation of **Your** trip as a result of:

- a. breakdown of or accident directly involving the vehicle in which **You** are travelling; or
- b. cancellation or curtailment of scheduled public transport due to adverse weather conditions, **Strike or Industrial action**, mechanical breakdown, or accident; or
- c. closure of the motorway or road on which **You** are travelling in order to reach **Your** port of embarkation due to a road traffic accident.

What is not covered

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

### B. Cabin Confinement

1. **You** are covered up to the amount shown in the **Policy Schedule** for each full 24 hour period, after an initial confinement of a full and continuous 48 hours, that **You** are confined to **Your** cabin by the ship's medical officer due to medical reasons which are covered under Section 1 Emergency medical and repatriation expenses.

#### What is not covered

1. Claims where **You** have not provided written confirmation of **Your** confinement from the ships medical officer and that it was medically necessary.

#### C. Itinerary change

1. **You** are covered up to the amount shown in the **Policy Schedule** for each missed port shown on **Your** cruise itinerary in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions.

#### What is not covered

1. Claims caused by **Strike or Industrial action** if the **Strike or Industrial action** had been announced at the time the **Policy** was bought or extended or the trip was booked.
2. **Your** failure to attend the excursion as per **Your** itinerary.
3. Claims arising when **Your** ship cannot put people ashore due to a scheduled tender operation failure.

#### D. Unused excursions

1. **You** are covered up to the amount shown in the **Policy Schedule** for the cost of pre-booked excursions, which **You** were unable to use as a direct result of being confined to **Your** cabin due to medical reasons covered under Section 1 Emergency medical and repatriation expenses.

#### What is not covered

1. Claims where **You** have not provided written confirmation of **Your** confinement from the ships medical officer and that it was medically necessary.

#### E. Cruise Interruption

1. **You** are covered up to the amount shown in the **Policy Schedule** for additional travel expenses incurred to reach the next port in order to re-join the cruise, following **Your** temporary illness covered under Section 1 Emergency medical and repatriation expenses requiring hospital treatment on land.

#### What is not covered

1. Claims where **You** have not obtained written confirmation from the ships medical officer stating the reason for **Your** transfer to a hospital on land.
2. Claims for additional travel or accommodation expenses where in the opinion of the doctor in attendance and our medical officer it is not medically advisable for **You** to re-join **Your** cruise
3. Claims where less than 25% or 2 days of the trip duration remains.

#### Additional conditions applying to Section 18

##### Each **Insured Person** must:

Take all reasonable steps to complete the scheduled journey on time.

Check-in according to the itinerary provided by the cruise operator or other transport provider and obtain a signed statement or certificate from them confirming the period of delay or disruption.

Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.

Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.

Obtain written evidence from an appropriate authority if **You** miss **Your** departure as a result of the vehicle in which **You** were travelling being unable to reach the departure point in time.

Prior to arranging any additional travel, contact **Us** so that **We** can approve and assist **You** with any travel arrangements.

## Section 19 - Optional Business

This section of the **Policy** sets out the cover **We** provide (when the business upgrade has been purchased and this is shown on the **Policy Schedule**) 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 **Business Effects**.

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

Words with special meanings

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

### **Business Trip**

a journey undertaken as part of **Your** employment.

### **Business Effects**

items used by **You** and which belong to **You** in support of **Your** business activity including office equipment which is portable by design including, but not restricted to, personal computers but not including business samples.

### **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.

### **Gadget**

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

### **Insured Journey**

a leisure trip or Business Trip (when the business upgrade has been purchased) not exceeding the maximum number of days for which **You** have paid premium and which is shown on **Your Policy Schedule**, commenced and ended during the **Period of Cover** from or within the **United Kingdom** and which includes a pre-booked Travel Document purchased by **You**. A Travel Document can only be booked up to six months in advance of the scheduled date of departure.

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

**We** will, pay the intrinsic value of items at the time the loss occurred, up to the sum insured in total and subject to the **Single Item Limit** and **Valuables** limits set out in the tables "Cover limits and applicable excesses".

Exclusions applying to Section 20

A. What is not covered

1. **Gadgets**
2. Items delayed or confiscated by any government or public authority.
3. Depreciation in value.
4. 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 **Business Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - viii. any **Valuables**, fragile articles or electronic equipment in baggage or in transit outside of **Your** personal control
  - ix. to spectacles and contact lenses.
  - x. to prosthetic limbs and/or hearing aids.
5. Any loss of unattended items left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
7. The **Policy Excess**. Please refer to **Your Policy Schedule**.

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

**We** will pay up to the sum insured shown in **Your Policy** Schedule, subject to the sub limit for **Cash**, for accidental loss or theft of Business money, passport, flight tickets and other travel documents belonging to **You** whilst being personally carried by **You** or in a safety deposit box whether in **Your** hotel room or under the supervision of the accommodation in which **You** are staying or in a bank or whilst in securely locked **Private Accommodation**.

1. Reasonable additional costs incurred in obtaining replacement documents.

### Exclusions applying to Section 20

#### 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 Business Money or **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers or in transit outside of **Your** control.
  - ii. arising due to non-compliance with any of the terms of issue of any Business Money.
  - iii. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
3. Any loss of unattended Business Money left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.
4. The **Policy Excess**. Please refer to **Your Policy Schedule**.

## C. Delay of Business Effects

**We** will pay up to the sum insured if **Your Business Effects** are delayed in excess of 8 hours after **Your** actual arrival time. Cover provided is for reimbursement of reasonable costs for the transportation or rental of necessary replacement **Business Effects**.

### Exclusions applying to Section 20

#### C. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Any loss or damage occurring:
  - i. to any items being shipped as freight or under a bill of lading.
  - ii. to Business Effects whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.
3. Any loss of unattended items left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
4. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
5. The **Policy Excess**. Please refer to **Your Policy Schedule**.

## Section 20 - Hazardous Activities

Below are lists of activities that can or cannot be covered by this policy. For all hazardous activities, participation in competition is excluded unless agreed by us.

Category A - The following activities are covered as standard under this policy, with no additional premium required.

Aerobics
Athletics amateur
Badminton
Banana Boating
Bar Work
Baseball
Basketball
Board Sailing
Windsurfing
Body Boarding
Boogie Boarding
Bridge Walking e.g. Sydney Harbour Bridge
Camel Elephant riding
Canoeing
Kayaking - up to Grade 2 rivers only
Canopy Walking
Cricket
Curling
Cycling not main purpose of trip - no racing
Fell Running
Walking
Fishing
Football Soccer non competitive
Golf
Gymnastics no competitions Hiking
Trekking
Walking under 2,500m
Ice Skating
Manual Work at ground level involving no machinery

Sailing inland waters or coastal waters within 12 miles of land
SCUBA Diving down to 30m accompanied by a qualified diver or instructor
Sleigh riding as a passenger
Snorkelling
Softball
Squash
Surfing
Swimming
Swimming with dolphins
Tennis
Trampolining
Volleyball
Water Skiing no jumping
Water Polo
Windsurfing
Zip lining-wiring

Category B - The following activities are only covered if the additional premium for **Hazardous Activities** cover has been paid and “**Hazardous Activities** cover” is shown on the **Policy Schedule**.

Archery
Fencing
Flotilla Sailing with professional leader
Go Karting
Hot Air Ballooning with organised pleasure rides only
Indoor Rock Climbing with belays
Jet Boating as a passenger only and no racing
Paint Balling eye protection must be worn
Kayaking up to grade 3 rivers only
Motorcycling as a rider or passenger on a machine 125cc or under <b>You</b> must wear a crash helmet and, as a rider, have held a motorcycle licence for at least 3 years and are conviction free.
Parascending over water
Rowing but no racing

Segway riding with organised tours only and a safety helmet must be worn

Zorbing

Water Skiing no jumping

Category C - The following activities are only covered if the additional premium for **Hazardous Activities** cover has been paid and "Hazardous Activities cover" is shown on the **Policy Schedule**.

Abseiling within organisers guidelines

Black Water Rafting

Land Skiing not on snow

Octopush

Rap Jumping Running within organisers guidelines

Safari Trekking on foot must be organised tour booked in the UK

Sea Kayaking

White Water Rafting up to grade 3 within organisers guidelines

Category D - The following activities are only covered if the additional premium for **Hazardous Activities** cover has been paid and "Hazardous Activities cover" is shown on the **Policy Schedule**. However, cover provided under Section 3: Personal Accident and Section 4: Personal Liability is excluded when taking part in these activities.

Breathing Observation Bubble BOB

Bridge Swinging

Bungee Jumping

Clay Pigeon Shooting

Cycle Touring

Hiking

Trekking

Walking between 2,500m and 4,000m

Horse Riding no competitions racing jumping hunting. A safety helmet must be worn.

Jet Skiing no racing

Kayaking up to grade 4 rivers only

Pony Trekking safety helmet must be worn

The following activities are not covered under this policy.

Big Game Hunting

Base Jumping

BMX Stunt Riding

Bouldering

Boxing

Canyoning

Coasterring

Cycle Racing

Flying except as a fare paying passenger in a licenses passenger carrying aircraft

Free High Diving

Gliding

Hang Gliding

Judo - Karate - Martial Arts

Kite Surfing

Lacrosse

Micro Lighting

Motocycling as a rider or passenger on a machine over 125cc

Mountaineering

Parachuting

Paragliding

Parascending over land

Polo

Pot Holing

Professional and semi Professional Sports

Quad Biking

Rock Climbing

Sailing outside territorial waters

Scuba Diving below 30m

Shark Cage Diving

Shark Diving

Tombstoning

Track days using motorised vehicles

Water Ski Jumping

Weighlifting

White Water Rafting Rafting: grade 4 and above

Wrestling

## 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](http://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. ou have

### 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](mailto:Dataprotectionofficer@erv.co.uk)

Phone: +44 (0) 1403 788 510



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**CoTLEISURE001**