

## Travel Insurance Policy Wording

Annual multi-trip and single trip insurance



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Welcome to starttravel.co.uk which is a trading style of Call Assist Ltd. This insurance is underwritten and administered by 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.

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

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

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

## Useful telephone numbers

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Emergency Assistance	tel. +44 (0)1444 454 540
Non Medical Claims	tel. +44 (0)1403 788 983

## 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.

- 1) Are You travelling or planning to travel:  
a) against medical advice?  
b) to obtain medical treatment?

Yes ►

▼ No

- 2) Are You or Your travelling companions waiting for tests or test results for any undiagnosed condition(s)?

Yes ►

▼ No

- 3) At any time during the last five years have You been treated for alcohol or drug addiction?

Yes ►

▼ No

- 4) Have You or Your travelling companions made, or tried to make, 3 or more travel insurance claims in the last 5 years?

Yes ►

▼ No

- 5) Do You or Your travelling companions have any unspent convictions for fraud, theft or malicious damage?

Yes ►

▼ No

- 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?

Yes ►

▼ No

- 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?

Yes ►

▼ No

- 8) Within the last two years have any of You suffered from, been treated for or diagnosed with:

- a) a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like?
- b) a lung or respiratory-related condition (not including stable, well-controlled asthma when You 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?

Yes ►

▼ No

- 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:

- 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?

Yes ►

▼ No

Thank You. You do not need to contact US.

You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day Cooling off period and provided You have not made or intend to make a claim under this Policy We will refund Your premium in full. Cancellation after this time is subject to an administration fee.

Email enquiries@starttravel.co.uk with full details.

We will not pay any claims related directly or indirectly to Pre-Existing Medical Conditions.  
You may cancel Your Policy within the 14 day Cooling off period.

## Page Content

ERV Travel Insurance	Page 1
Data protection	Page 1
Useful telephone numbers	Page 1
Your declaration	Page 2
Cover limits and applicable excesses	Page 4
Important notes	Page 5
Pre-Existing Medical Conditions	Page 5
Changes in Your circumstances after buying this policy	Page 6
Words with special meanings	Page 6
Policy information	Page 8
Territorial Limits	Page 8
General policy conditions	Page 8
General policy exclusion	Page 9
Claims conditions	Page 10
Complaints procedure	Page 11
Section 1 - Emergency medical and repatriation expenses	Page 11
Section 2 - Personal accident	Page 12
Section 3 - Withdrawal of Services	Page 13
Section 4 - Provision of screened blood	Page 13
Section 5 - Cancellation	Page 13
Section 6 - Curtailment	Page 14
Section 7 - Travel delay and disruption	Page 14
Section 8 - Personal effects	Page 15
Section 9 - Luggage delay	Page 15
Section 10 - Personal liability	Page 15
Section 11 - Hijack, Kidnap and Mugging	Page 16
Section 12 - Catastrophe	Page 16
Section 13 - Legal costs and expenses	Page 17
Section 14 - Optional Gadget Cover	Page 19
Section 15 - Optional Winter Sports Cover	Page 20
Section 16 - Optional Cruise Cover	Page 21
Section 17 - Optional Golf Cover	Page 21
Section 18 - Optional Business Cover	Page 22
Covered leisure activities	Page 23
Excluded Hazardous Activities and Sports	Page 25
Important information	Page 26

# Cover limits and applicable excesses

Section	Cover	Essential		4 Star		5 Star	
		Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
1	Emergency medical and repatriation expenses	£10,000,000	£100	£10,000,000	£50	£15,000,000	Nil
	- Hospital confinement benefit	N/A	N/A	N/A	N/A	£20 per 24hrs (max £1000)	Nil
	- Additional transport and accommodation expenses in the United Kingdom	£1,000	£100	£2,000	£50	£3,000	Nil
	- Funeral expenses	£1,500	£100	£3,000	£50	£4,000	Nil
	- Emergency dental treatment	£400	£100	£400	£50	£400	Nil
2	Personal accident						
	- Death (aged 18 – 64)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	- Death (under 18 or over 64)	£1000	Nil	£2,000	Nil	£4,000	Nil
	- Loss of limb(s) or sight or <b>Permanent Total Disablement</b> (aged 18-64)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	- Loss of limb(s) or sight or <b>Permanent Total Disablement</b> (under 18 or over 64)	£500	Nil	£1,000	Nil	£2,000	Nil
3	<b>Withdrawal of Services</b>	N/A	N/A	N/A	N/A	£25 per 24hrs (max £200)	Nil
4	Provision of screened blood	£5,000	Nil	£5,000	Nil	£5,000	Nil
5	Cancellation	£1,000	£100	£2,000	£50	£4,000	Nil
6	<b>Curtailement</b>	£1,000	£100	£2,000	£50	£4,000	Nil
7	Travel delay and disruption						
	- Delay	N/A	N/A	£20 per 12 hrs (max £200)	Nil	£20 per 12 hrs (max £300)	Nil
	- Abandonment after 24 hours	£1,000	£100	£2,000	£50	£4,000	Nil
	- Disruption	N/A	N/A	N/A	N/A	£500	Nil
8	<b>Personal Effects/possessions</b>	£1,000	£100	£2,000	£50	£2,500	Nil
	- <b>Single Item Limit</b>	£200		£250		£300	
	- Spectacles or sunglasses	£75		£75		£75	
	- <b>Valuables</b> limit	£200		£250		£300	
	- <b>Personal Money</b>	£200		£400		£400	
	- <b>Cash</b>	£200		£300		£400	
	- Passport or Travel documents	£200	Nil	£250	Nil	£300	Nil
9	Luggage delay	N/A	N/A	£15 per 24hrs (max £150)	Nil	£20 per 24hrs (max £250)	Nil
10	Personal liability						
	- Property damage	£100,000	£100	£100,000	£50	£100,000	Nil
	- <b>Bodily Injury</b>	£2,000,000	£100	£2,000,000	£50	£2,000,000	Nil
11	<b>Hijack, Kidnap and Mugging</b>	N/A	N/A	N/A	N/A	£50 per 24hrs (max £250)	Nil
12	<b>Catastrophe</b>	N/A	N/A	£1,000	£50	£1,000	Nil
13	Legal costs and expenses	£20,000	Nil	£30,000	Nil	£30,000	Nil
14	Optional <b>Gadget</b> cover	£500	£100	£750	£50	£1,000	Nil
	- <b>Single Item Limit</b>	£300		£500		£750	
15	Optional winter sports cover						
	- Ski equipment	£1,000	£100	£1,000	£50	£1,000	Nil
	- <b>Single Item Limit</b>	£750	£100	£750	£50	£750	Nil
	- Ski equipment hire	£250	£100	£250	£50	£250	Nil
	- Ski pack	£100 (£20 per day)	Nil	£100 (£20 per day)	Nil	£100 (£20 per day)	Nil
	- Ski pack	£250	£100	£250	£50	£250	Nil
	- Piste closure	£300 (£20 per day)	Nil	£300 (£20 per day)	Nil	£300 (£20 per day)	Nil
	- Avalanche closure	£300 (£20 per day)	Nil	£300 (£20 per day)	Nil	£300 (£20 per day)	Nil
16	Optional <b>Cruise</b> cover						
	- Missed port departure	£400	£100	£500	£50	£1,500	Nil
	- Cabin confinement	£50 per day up to £300	Nil	£75 per day up to £375	Nil	£75 per day up to £1,000	Nil
	- Itinerary change	£50 per port up to £300	Nil	£65 per port up to £375	Nil	£75 per port up to £500	Nil
	- Unused excursions	£300	£100	£400	£50	£500	Nil
	- <b>Cruise</b> interruption	£300	£100	£500	£50	£750	Nil
17	Optional golf cover						
	- Loss of golf equipment	£1,000	£100	£1,000	£50	£1,000	Nil
	- <b>Single Item Limit</b>	£200	£100	£200	£50	£200	Nil
	- Hire of golf equipment	£300 (£50 per day)	£100	£300 (£50 per day)	£50	£300 (£50 per day)	Nil
	- Loss of green fares	£100	Nil	£100	Nil	£100	Nil

## 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 6).

### Complaints

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

### Conditions and Exclusions

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

### Cooling Off Period

If this **Policy** does not meet **Your** requirements **You** may cancel it within 14 days of issue and provided that **You** have not started a trip or made or intend to make a claim, **We** will cancel the **Policy** and refund **Your** premium in full.

### 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.

### Cruises

The **Policy** will not cover **You** for trips on **Cruise** ships unless **You** have purchased the Optional **Cruise** Cover and this is shown on the **Policy** Schedule.

### 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** will not automatically cover **You** when **You** take part in **Hazardous Activities and Sports**. (Please see page 22 for information about which leisure activities are covered and which are excluded **Hazardous Activities and Sports** and the terms and conditions relating to these leisure activities.)

### Health

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

### Policy Schedule

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

### Policy Wording / Policy

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

### Medical Expenses

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

### Personal Effects Claims

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

### Policy Excesses

Claims under most sections of the **Policy** will be subject to **Policy** **Excess** Where there is a **Policy** **Excess** **You** will be responsible for paying the first part of that claim. 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 (applicable to Annual multi trip policies only)

**We** will send **You** a **Renewal** **Notice** approximately one month prior to the expiry of the current **Period** of **Cover**.

### Reasonable Care

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

### Volcanic Ash

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

## 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** (p2).

This **Policy** does not cover any claim

1. Arising from an **Insured Person's** known, diagnosed and suffered **Pre-Existing Medical Conditions** 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 condition
  - 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 **Our** Medical **Health** Requirement Helpline during normal office hours, Monday to Friday, 09.00-17.00 and quote that **You** have a [starttravel.co.uk](http://starttravel.co.uk) **Policy**.

Tel. +44 (0)333 320 1240

## 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**.

### Assistance Company and Helpline

**Our 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.

### Cruise

a trip involving a sea or river voyage, where transportation and overnight accommodation is primarily on an ocean/river going passenger ship.

### 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.

### 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 page 24 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 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/We/Us/Our

other than where exceptionally defined elsewhere in the **Policy**, [starttravel.co.uk](http://starttravel.co.uk), care of the United Kingdom branch of Europäische Reiseversicherung (ERV) A.G., Afon House, Worthing Road, Horsham, RH12 1TL, 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](http://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**.

**Nuclear, Chemical or Biological Terrorism Act**

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

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

**Policy Excess**

the amount of money that will be deducted by **Us** from a claims settlement under certain sections of the **Policy**. The amount of **Excess** per **Policy** section is shown 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.

**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.

**Policyholder**

the person who purchased this **Policy**.

**Policy Schedule**

the document which gives details of the **Policyholder**, **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**.

**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.

**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.

**War Risks and Civil Hazards**

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

**Withdrawal of Services**

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

## Policy information

### Data Protection Act

Any information provided to Us regarding You and/or Insured Persons will be processed in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, medical screening and handling claims, if any, which may necessitate providing such information to third parties. (See Important 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.

## Territorial Limits

The geographical areas shown below relate to the area You have selected to travel to as shown on Your Policy Schedule.

### 1. Single-trip policies

#### Europe 1

Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland (including Lapland), France, Germany, Georgia, Hungary, Iceland, Ireland (Republic), Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Sweden, Ukraine, United Kingdom and Vatican City.

#### Europe 2

All countries listed in Europe 1 plus Cyprus, Gibraltar, Greece (including the Greek Islands), Malta, Spain (including the Balearic Islands and the Canary Islands), Switzerland and Turkey.

#### Worldwide excluding USA, Canada and the Caribbean

All countries of the world EXCEPT:  
Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Caribbean Islands, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten/St Martin, St Pierre and Miquelon, St Thomas, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).

#### Worldwide including USA, Canada and the Caribbean

All countries of the world.

### 2. Annual multi-trip policies

#### Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland (including Lapland), France, Germany, Georgia, Gibraltar, Greece (including the Greek Islands), Hungary, Iceland, Ireland (Republic), Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and the Canary Islands), Sweden, Switzerland, Turkey, Ukraine, United Kingdom and Vatican City.

#### Worldwide excluding USA, Canada and the Caribbean

All countries of the world EXCEPT:

Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Caribbean Islands, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten/St Martin, St Pierre and Miquelon, St Thomas, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).

#### Worldwide including USA, Canada and the Caribbean

All countries of the world.

## 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 71 or 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) 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

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. In respect of all other cover in the Policy, 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 185 days. For annual multi trip policies, the maximum duration of any one trip is 31 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.

#### 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** does not cater 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.

#### War Risks and Civil Hazards

The **Policy** covers **You** provided **You** are not in Active Service/Taking Part (see General Policy Exclusions below) and

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

## General 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.

### This policy does not cover

#### Active service/Taking part

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

#### 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

This **Policy** will not cover **You** for any business trip undertaken in relation to **Your** employment or usual occupation, unless **You** have declared this to **Us**, paid an additional premium and **Business Cover** is stated on **Your** **Policy** **Schedule**.

#### Criminal acts

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

#### Cruises

The **Policy** will not cover **You** for trips on **Cruise** ships unless **You** have purchased the **Optional Cruise Cover** and this is shown on the **Policy Schedule**. A ferry crossing does not constitute a **Cruise**.

#### Cyber-terrorism

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

#### Default

the negligence, error or omission of

- 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 **Hazardous Activities and Sports** (see p23).

#### 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.

#### Other Indirect Loss

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

#### Pre-existing medical conditions

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.

#### Radiation and explosives

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

#### Rescue

air and/or sea search and rescue.

#### Self-Injury

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

#### Terrorism

- a) when the incident is covered by government or public authority

compensation

- b) leading to a Cancellation and Curtailment due to fear of travelling or any cancellation if the public means of transport is not departing to the destination as a consequence of the act of **Terrorism** or fear of **Terrorism**
- c) in the form of a **Nuclear, Chemical or Biological Terrorism Act**
- d) in areas which are regarded by Us as **War Risks and Civil Hazards** areas and/or in areas in which **You** are travelling against the advice of the Foreign and Commonwealth Office.

#### 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.

#### War Risks and Civil Hazards

**You** travelling to or through a country or territory against the advice of the Foreign and Commonwealth Office. See - [www.fco.gov.uk](http://www.fco.gov.uk)

## Claims Conditions

#### Fraud

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

#### Making a claim

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

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

Please call **Our Assistance Company**

tel. +44 (0)1444 454 540 at any time of the day or night.

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

#### For travel delay and disruption claims

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

#### For Personal Effects claims

1. For all loss or damage in transit claims, including delayed **Personal Effects** report them to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. In the event of baggage delay, retain receipts for the purchase of essential replacement items.
4. **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
5. Download a claims form from the [starttravel.co.uk](http://starttravel.co.uk) website [www.starttravel.co.uk/claims](http://www.starttravel.co.uk/claims) or from **Our** claims service on **Your** return.
6. **You** must retain and produce at **Your** own expense all receipts, reports and documentary evidence required by **Us** to support **Your** claim.

#### For Legal Costs and Expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.

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

tel. +44 (0)117 934 0548  
fax. +44 (0)117 934 2109  
email [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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 **Our Claims Service** weekdays between 9.00am and 5.00pm.

[starttravel.co.uk](http://starttravel.co.uk), care of the United Kingdom branch of Europäische Reiseversicherung (ERV) Claims Service, PO Box 9, Mansfield, Nottinghamshire, NG19 7BL.

tel. +44 (0)1403 788 983  
fax. +44 (0)1403 249 612  
email [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk)

Claims should be notified as soon as possible but 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.

In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

ETI International Travel Protection, Afon House, Worthing Road, Horsham RH12 1TL

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

Section 12 - End Supplier Failure Insurance, please forward **Your** complaint to the Managing Director International Passenger Protection Ltd., IPP House, 22-26 Station Road, West Wickham, Kent BR40PR.

Section 13 - Legal Costs and Expenses, please contact **DAS** by:

tel. +44 (0)344 893 9013  
email customerrelations@das.co.uk  
post Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH  
online www.das.co.uk/about-das/complaints

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

## 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 4, which are necessarily incurred in respect of the following

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

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges, nursing home and additional accommodation during recuperation.

4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

### Exclusions applying to Section 1

#### A. What is not covered

1. Admission to a private hospital/clinic unless approved by **Our Assistance Company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any claims for costs related to Pregnancy or Childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy or Childbirth.
6. Costs of medical treatment provided and covered under a state insurance or private **Health** scheme.
7. Costs of medications that were known to be required or continued during the trip.
8. Costs of **Health** or medical treatment provided in the **United Kingdom**.
9. Costs of non-essential or ongoing treatment or where treatment can be reasonably delayed until **Your** 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, chiropodist 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 **Our Assistance Company** to travel to **You** and/or remain with **You**.
2. **Our** travel insurance for a person summoned or a travel companion staying with **You**.
3. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address.
4. Reasonable additional accommodation expenses (room only) incurred by **You** beyond the number of days pre-booked in the event of serious injury or **Illness** for which a claim is admitted under Section A above.
5. Cover 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 Risk or Civil Hazard** 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 **Our Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs, as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
2. **Our Assistance Company's** doctors have the authority on **Our** behalf to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
3. Where repatriation/evacuation is required, **We** will decide on the mode of transport taking into consideration **Your** medical condition, any medical requirements and the accessibility of **Your** location. The transport can be carried out by air ambulance, helicopter, scheduled or charter aeroplane, train, taxi and/or with other persons e.g. on scheduled or charter flights (economy class).
4. **You** are required to ensure that **You** have received the vaccinations recommended by the World **Health** Organisation (**WHO**) or **United Kingdom** public **Health** authority prior to **Your** travel including malaria medication. If **You** fail to take such precautions and it is determined that the **Illness** is a result of **Your** negligence, **Your** cover under Section 1 may be void.

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

1. Persons aged 18 to 64 years: 100% of the sum insured.
2. Persons aged under 18 or over 64: 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 64 years: 100% of the sum insured.
2. Persons aged under 18 or over 64: 10% of the sum insured.

**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 64 years: 100% of the sum insured.
2. Persons aged under 18 or over 64: 10% of the sum insured.

**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 Risk and Civil Hazard** 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 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 on **Your Policy Schedule**, who sustains **Bodily Injury** as a sole and direct result of an accident during the trip giving rise to

## 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 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

- If alternative arrangements have been made by the accommodation or service provider.
- Strike or Industrial Action existing or known about on the date of the purchase of this insurance or the date Your trip was booked.
- Services that were not part of a pre-paid package.
- 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 on 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

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

### Exclusions applying to Section 4

#### What is not covered

- 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 Our 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 on 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:

- 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).
- You or any person with whom You have arranged to travel or stay, having been 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.
- 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.
- 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.
- 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

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

#### Additional conditions applying to Section 5

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

## Section 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 on 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 Our Assistance Company.

## Section 7 - Travel delay and disruption

This section of the Policy sets out the cover We provide to each Insured Person in total per Insured Journey, not exceeding the sum insured shown on Your Policy Schedule following travel delay and disruption.

### A. Travel delay on outward journey. 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 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 4**

### Exclusions applying to Section 8

#### A. What is not covered

1. Electronic mobile devices such as smart phones or P.D.As, games consoles (including hand held consoles), laptops, Ipads/computer tablets or similar.
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 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 on 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 on **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.

#### 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 on **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** 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 22-23 unless otherwise stated on pages 22-23.
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 on **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 Risk** and **Civil Hazard** 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 on **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

#### 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 **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.

#### Additional conditions applying to 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 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 **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
  - a) a claim an **Insured Person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - b) a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, an **person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other **Insurer** refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### Eurolaw Legal Advice

**DAS** will give an **Insured Person** confidential legal advice over the phone on

any personal legal problem under the laws of any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

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

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

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

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

#### Data Protection

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

**DAS** may collect personal details, including the **Insured Person's** name, address and, on occasion the **Insured Person's** medical records.

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

#### Who DAS are

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

#### How DAS will use your information

**DAS** may need to send the **Insured Person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers and specialist agencies so they may contact the **Insured Person** to ask for the **Insured Person's** feedback, or members of the **DAS UK Group**. If the **Insured Person's Policy** includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the **Insured Person** legal advice on non-European Union law. **DAS** will not disclose the **Insured Person's** personal data to any other person or organisation unless **DAS** are required to by **DAS'** legal and regulatory obligations. For example, **DAS** may use and share the **Insured Person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

#### Got a question

If the **Insured Person** has any questions or comments about how **DAS** store, use or protect the **Insured Person's** information, or if the **Insured Person** wish to request to see the information **DAS** hold about the **Insured Person**, the **Insured Person** can do this by calling 0344 893 9011, by writing to the Data Protection Officer at **DAS** Head Office address (please see page 32) or by visiting [www.das.co.uk](http://www.das.co.uk)

## Section 14 – Optional Gadget Cover

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

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey** not exceeding the sum insured set out in the Cover limits and applicable excesses on page 4 for the loss, damage or theft of up to a maximum of two **Gadgets**.

#### A. Loss, damage or theft of Gadget

**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 14

##### 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.

#### Additional conditions applying to Section 14

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 may apply. Please refer to Your Policy Schedule.
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 purchased. Please refer to Your Policy Schedule.
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 15 - 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. For Annual Policies cover is provided up to a maximum of 31 days in total during the Policy Period.

#### A. Ski Equipment

You are covered up to £750 for the value of repair of Your own ski equipment or £500 for hired (after making proper allowance for wear and tear and depreciation) if they are lost, stolen or damaged during Your trip, limited to £250 for any one item.

#### B. Ski Hire

You are covered for £20 per day up to £100 for the reasonable cost of hiring replacement ski equipment as a result of the accidental loss, theft or damage of Your own ski equipment during the period of insurance.

#### C. Delayed Ski Equipment

You are covered up to the amount shown in the Cover limits and applicable excesses on page 4 towards the cost of hiring replacement ski equipment necessities if Your own ski equipment is delayed in reaching You on Your outward journey for at least 10 hours and You have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

#### Exclusions applying to Section 15

##### You are not covered

1. for the first £100 (Essential), £50 (4 Star) or Nil (5 Star) of each and every incident per each Insured Person involved in the incident (not applicable to B and C above).
2. if You do not exercise reasonable care for the safety and supervision of Your own or Your hired ski equipment.
3. if You do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of Your own or Your hired ski equipment.
4. if Your own or Your hired ski equipment is lost, damaged or delayed in transit, if You do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or property irregularity report in

the case of an airline) or,

- b) follow up in writing within 7 days to obtain a written Carriers Report (or Property Irregularity Report in the case of an airline), if You are unable to obtain one immediately.
5. for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
  6. for You own or Your hired ski equipment stolen from:
    - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle, or items stored on a roof rack (unless the vehicle was parked within sight of You), and there was evidence of forcible and violent entry.
    - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am.

#### D. Ski Pack

You are covered up to the amount shown in the Cover limits and applicable excesses on page 4 for the unused portion of Your ski pack costs paid for or contracted to be paid for before Your trip commenced, where You do not curtail the trip, but are certified by a Medical Practitioner in the resort as being unable to ski and unable to use the ski pack facilities because of serious injury or Illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

##### You are not covered

1. for claims that are not confirmed as medically necessary by Our Assistance Company and where a medical certificate has not been obtained from the attending Medical Practitioner abroad confirming that You are unable to ski and unable to use the ski pack facilities.
2. for anything mentioned under You are not covered of Section 1.
3. for anything mentioned in the General policy exclusions.

#### E. Piste Closure

Cover is only available under this section between 1st December to 30th April.

If there is a lack of snow in Your resort and it closes, which prevent You from skiing:

##### You are covered

1. for a benefit of £20 per day towards the costs You have to pay to travel to another resort, up to a maximum of £300 or.
2. for a benefit of £20 for each full day You are unable to ski up to £300, if Your resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of Your trip.

#### Exclusions applying to Section 15

##### You are not covered

1. for claims where You have not obtained confirmation or resort closure from the local representative.
2. for claims where not all skiing facilities are totally closed.
3. for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance.
4. for anything mentioned in the General policy exclusions.

#### F. Avalanche Closure

You are covered up to the amount shown in the Cover limits and applicable excesses on page 4 for reasonable additional travel and accommodation expenses necessarily incurred to reach Your booked destination if, as a direct result of an avalanche, Your transfer from or to Your pre-booked resort is delayed.

##### You are not covered

1. for anything mentioned in the General policy exclusions.

## Section 16 - 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. Available only for Single Trip policies.

### A. Missed Port Departure. Disruption of Your scheduled travel itinerary due to the failure or delay of any pre-booked public transport

1. You are covered up to the amount shown in the Cover limits and applicable excesses on page 4 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 Cover limits and applicable excesses on page 4 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 ships 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 Cover limits and applicable excesses on page 4 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 Cover limits and applicable excesses on page 4 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 Cover limits and applicable excesses on page 4 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 16

##### 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 Cruise operator or other transport provider and obtain a signed statement or certificate from them 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 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.
6. Prior to arranging any additional travel, contact Us so that We can approve and assist You with any travel arrangements.

#### Additional Exclusions applying to Section 16

##### What is not covered

1. Anything mentioned in the General Exclusions.
2. Claims arising as a result of, or related to a Pre-existing Medical Condition that has not been declared and accepted by Us, or which is specifically excluded from cover under this policy

## Section 17 - Optional Golf Cover

This section applies only if the additional premium for Golf Cover has been paid and 'Golf Cover' is shown on the Policy Schedule. For Annual Policies cover is provided up to a maximum of 31 days in total during the Policy Period.

A golfing incident leading to a valid claim will be covered under the Policy however no cover for Golf Equipment will be provided under Section 7 Travel Delay or Section 8 Personal Effects and Possessions. Please see below for details of Golf Equipment cover.

This part of the Policy sets out the cover We provide to each Insured Person in total, per Insured Journey not exceeding the sum insured set out in the Summary of Cover. The additional cover is subject to the general Policy terms and conditions.

This part of the Policy sets out the cover We provide to each **Insured Person** in total, per **Insured Journey** not exceeding the sum insured set out in the **Summary of Cover**. The additional cover is subject to the general Policy terms and conditions.

#### A. Loss of Golf Equipment

Up to £1,000 cover for the value or repair of any of **Your** own Golf Equipment (after making proper allowance for wear and tear and depreciation) or hired Golf Equipment, which is lost, stolen, damaged or destroyed. Limited to £200 per single item, pair or set.

#### B. Hire of Golf Equipment

The reasonable cost up to a maximum of £50 per day of hiring replacement Golf Equipment as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **Your** own Golf Equipment during the period of insurance, up to a maximum of £300.

### Exclusions applying to Section 17

#### What is not covered

1. The hire of items under B if **You** have already repaired or replaced the same items under A.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your** own or **Your** hired Golf Equipment.
3. If **You** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired Golf Equipment.
4. For **Your** own or **Your** hired Golf Equipment stolen from:
  - i. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry.
  - ii. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am.
5. If **Your** own or **Your** hired Golf Equipment is lost, damaged or delayed in transit, if **You** do not: notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report, in the case of an airline) or, follow up in writing within seven days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately.
6. Hire charges once **Your** Golf Equipment has been returned/delivered to **You**.
7. For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. Claims if **You** do not apply in a timely manner to the airline or carrier for compensation **You** are entitled to under **Protection for Airline Passengers - Regulation 261/2004/EC**.
9. The **Policy Excess**. Please refer to the **Summary of Cover**.
10. Anything mentioned in the General policy exclusions.

#### C. Loss of Green Fees

£50 per day up to a maximum of £100, for the unused portion of **Your** Green Fees costs paid for or contracted to be paid for before **Your** trip commenced, where **You** do not curtail the trip, but are certified by a **Medical Practitioner** as being unable to golf and use the golf facilities because of serious injury or **Illness** occurring during the trip and where there is confirmation that no refund is available for the unused Green Fees.

### Exclusions applying to Section 17

#### What is not covered

1. Claims that are not confirmed as medically necessary by the **Our Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities.

3. If **You** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired Golf Equipment.
4. For **Your** own or **Your** hired Golf Equipment stolen from:
  - i. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry.
  - ii. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am.
5. If **Your** own or **Your** hired Golf Equipment is lost, damaged or delayed in transit, if **You** do not: notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report, in the case of an airline) or, follow up in writing within seven days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately.
6. Hire charges once **Your** Golf Equipment has been returned/delivered to **You**.
7. For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. Claims if **You** do not apply in a timely manner to the airline or carrier for compensation **You** are entitled to under **Protection for Airline Passengers - Regulation 261/2004/EC**.
9. The **Policy Excess**. Please refer to the **Summary of Cover**.
10. Anything mentioned in the General policy exclusions.

#### C. Loss of Green Fees

£50 per day up to a maximum of £100, for the unused portion of **Your** Green Fees costs paid for or contracted to be paid for before **Your** trip commenced, where **You** do not curtail the trip, but are certified by a **Medical Practitioner** as being unable to golf and use the golf facilities because of serious injury or **Illness** occurring during the trip and where there is confirmation that no refund is available for the unused Green Fees.

### Exclusions applying to Section 17

#### What is not covered

1. Claims that are not confirmed as medically necessary by the **Our Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities.
2. Anything mentioned under What is not covered of Section 1 - Medical Emergency Expenses.
3. Anything mentioned in the General policy exclusions.

#### D. Hole in one

A fixed benefit of £100 if **You** complete a Hole in One stroke gross (i. exclusive of handicap) during any organised game on any golf course.

This benefit will only be payable once in any game.

### Exclusions applying to Section 17

#### What is not covered

1. If **You** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed.
2. Anything mentioned in the General policy exclusions.

## Section 18 - Optional Business Cover

This section provides cover for Business Travel and applies only if the additional premium has been paid and 'Business Cover' is shown on the Policy Schedule.

## Covered Leisure Activities

Whilst the leisure activities listed below are themselves covered by the **Policy**, for some there is no cover for Personal Accident or Personal Liability for **Insurance Events** occurring as a consequence of participating in these activities.

Activity	Personal Accident and Personal Liability covered?
Abseiling	No
Amateur athletics	Yes
Archaeological digging	Yes
Archery	Yes
Badminton	Yes
Baseball	Yes
Basketball	Yes
Bungee jumps (three jumps)	Yes
Camel or elephant riding or trekking	No
Canoeing (rivers grades 1-3 and inland waters)	Yes
Clay-pigeon shooting	No
Conservation or charity work (educational and environmental - working with hand tools only)	No
Cricket	Yes
Cycle touring	Yes
Cycling	Yes
Dune and wadi bashing	No
Falconry	No
Football	No
Go-karting	No
Golf	Yes
Hiking (under 2,000 metres altitude)	Yes
Hiking (over 2,000 metres but under 6,000 metres altitude)	No
Hockey	No
Horse riding (not polo, hunting, jumping)	No
Hot-air ballooning	No
Husky sledge driving	No
Jet boating	No
Jogging	Yes
Kayaking (rivers grades 1-3 and inland waters)	No
Kite surfing (over water)	No
Marathons	Yes
Motorcycling (under 50cc - not racing)	No

Activity	Personal Accident and Personal Liability covered?
Mountain biking (not including downhill racing and extreme terrain)	Yes
Mud bugging	No
Netball	Yes
Orienteering	Yes
Paintballing (wearing eye protection)	No
Parascending (over water)	No
Passenger (in private or small aircraft or helicopter)	No
Quad biking	No
Rambling	Yes
Roller blading (in-line skating and skate boarding)	Yes
Rowing	No
Running (sprint and long distance)	Yes
Safari	Yes
Sand boarding	Yes
Scuba diving (unqualified, maximum depth 9 metres if supervised) under 14 days per trip	Yes
Scuba diving (qualified, maximum depth 30 metres) under 14 days per trip	Yes
Sea kayaking	No
Sleigh rides (part of a Christmas experience trip to northern Europe)	Yes
Snorkeling	Yes
Squash	Yes
Surfing	Yes
Swimming	Yes
Target rifle shooting	No
Tennis	Yes
Trekking (under 2,000 metres altitude)	Yes
Trekking (over 2,000 metres but under 6,000 metres altitude)	No
Triathlons	No
Volleyball	Yes
Wake boarding	Yes
Water polo	Yes
Water skiing	Yes
White or black water rafting (Grades 1 – 4)	Yes
Windsurfing and yachting (racing and crewing) inside territorial waters	Yes

## Excluded Hazardous Activities & Sports

Activities not listed as Covered Leisure Activities on page 22-23 are excluded. If You are in doubt as to whether an activity is covered or not please contact Customer Service. This Policy does not provide cover for Insurance Events occurring as a consequence of participating in any of the Hazardous Activities and Sports listed below.

Activity	
American football	Scuba diving (qualified below 30 metres depth)
Assault course	Shark diving (inside or outside cage)
Battle re-enactment	Sky diving
Breathing observation bubble diving	Tall-ship crewing
Canyoning	Via ferrata
Coasteering	White or black water rafting (grades 5 to 6)
Flying (piloting private or small aircraft or helicopter)	Zorbing
Gliding	
Gorge walking	Excluded winter sports include the following
Hang-gliding	Bobsleighbing
High diving - (10 metres or over)	Freestyle skiing
Horse jumping, polo or hunting	Glacier walking or trekking
Jet skiing	Guided cross country skiing
Kite surfing (over land)	Heli-skiing
Manual labour	Ice hockey
Martial arts	Ice skating
Micro lighting	Lugeing
Motorcycling (over 50cc)	Off-piste skiing and snowboarding
Mountain biking (downhill racing and extreme terrain)	On-piste skiing and snowboarding*
Mountain boarding	Recreational racing
Ostrich riding or racing	Skeletons
Parachuting	Ski acrobatics
Paragliding	Ski racing or training
Parapenting	Ski stunting
Parasailing	Snow mobiling
Parascending (over land or snow)	Tobogganing
Rock climbing / mountaineering	
Rock scrambling	
Rugby	
Sand yachting	
Scuba diving (unqualified, below 9 metres depth)	*(unless the appropriate additional premium to include wintersports has been paid)

## 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.

### Full and Accurate Disclosure and Changes

It is **Your** responsibility to provide complete and accurate information in response to **Our** questions when **You** take out **Your** insurance **Policy**. See **Your** declaration: important questions relating to **Health, activities and the acceptance of Your insurance (p2)**. It is important that **You** ensure that all statements **You** make on the application form, claim forms and other documents are full and accurate. Please note that if **You** fail to provide complete and accurate information in response to **Our** questions or fail to inform **Us** of any change in circumstances, **Your** **Policy** may be invalidated and part or all of a claim may not be paid.

### 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. Call Assist are the Data Processors of the arrangement and processing of this policy.

#### Full Privacy Notice

The details provided in this Data Protection Notice is only a summary of how **We** collect, use, share, transfer and store **Your** information.

For ERV's full Privacy Policy please visit - <https://www.erv.co.uk/privacy-statement>. Enquiries in relation to data held by ERV should be directed to the Data Protection Officer, ERV, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom, by emailing [HYPERLINK "mailto:contact@erv.co.uk"](mailto:contact@erv.co.uk)contact@erv.co.uk, or by phoning +44 (0) 1403 788 510.

#### 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 EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

#### Your Rights

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

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

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

#### Further Information

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

Data Protection Officer, ERV, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: [dataprotectionofficer@erv.co.uk](mailto:dataprotectionofficer@erv.co.uk)

Phone: +44 (0) 1403 788 510

#### Fraud detection and prevention

starttravel.co.uk, ERV, participating **Insurers** and/or their agents and suppliers may, in order to detect and prevent fraud, check **Your** identity to prevent money laundering unless **You** have provided **Us** with satisfactory proof of identity, undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders, validate **Your** claims history or that of any **Insured Person** or property involved in the **Policy** or a claim.

#### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the **Insurers**, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or visiting [www.fscs.org.uk](http://www.fscs.org.uk)

