

## Single trip & Annual multi-trip Travel Insurance

(for certificate issued between 01 March 2018 to 31 January 2019, departure up to 12 months after certificate issued)

### Welcome & Introduction

**Thank You** for choosing **Journeys** Travel Insurance (a trading name of PKC Associates Limited) and is authorised & regulated by the Financial Conduct Authority under registration number 312339.

This **Policy Wording** will outline all the important information **You** need to know about **Our** cover.

*Please read this **Policy Wording** in full to understand what is and is not covered and make sure that **You** and all other Insured persons are happy with the cover provided.*

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

This **Policy Wording** 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 the **IMPORTANT MEDICAL CONDITIONS & EXCLUSIONS; HAZARDOUS ACTIVITY & WINTER SPORTS** and the **POLICY VALIDATION PROCEDURE** on this page below. **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 Wording** 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.

If **You** have any questions or queries, please do not hesitate to contact **Our** Customer Services Team (see page 2)

### Policy Validation Procedure

**THIS INSURANCE IS ONLY VALID WHEN THE INSURANCE CERTIFICATE IS ATTACHED AND SIGNED**

**Certificate No : TSJ /18A** \_\_\_\_\_ (as shown on the certificate)

- ◆ I **acknowledge** receipt of this Policy document and attached Certificate with the Terms of Business , and **have read** this **Policy Summary** and **Policy Wording**. I also **agree** to make available to **ALL** other Insured persons for whom I have arranged Travel Insurance the Terms, Conditions and Exclusions of the Policy document and have **drawn** their attention to the Policy Summary.
- ◆ I **have read** the **Important Medical Conditions, Accepted Conditions, Important Medical Exclusions and Change in Your Circumstances** (see **Page 10-11**) and the **General Exclusions Regarding All Sections** applying to this policy (see **Page 13-14**) regarding any medical condition suffered by me or any member of the travelling party and any person upon whose health the trip may depend. I am aware that I may request a separate Policy document for each Insured Person.

Principal Insured's Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**This Policy is only valid if purchased prior to Your departure from the UK.**

# Travel Insurance Policy Wording

---

## DATA PROTECTION NOTICE

---

### Consent

When **You** bought **Your** policy **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your** policy, to be collected and processed by **Us** in accordance with this Data Protection Notice.

### How we use Your Personal Data

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

**We** collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller of the arrangement and processing of this policy and the handling of claims under it, is **Insurer**.

### 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 **InsureMore Travel Insurance** (a trading name of PKC Associates Limited) 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, InsureMore Travel Insurance, The PowerHouse, 21 Woodthorpe, Ashford, TW15 2RP United Kingdom  
Email: [compliance@staffjourneys.co.uk](mailto:compliance@staffjourneys.co.uk)  
Phone: +44 (0) 1784 772 677

**For the purposes of accuracy and training all calls to Us may be monitored and/or recorded.**

# Travel Insurance Policy Wording

## POLICY CONTENT

Welcome & Introduction :	1		
Policy Validation Procedure :	1	<b>SECTION : A</b>	15-16
Data Protection :	2	Cancellation & Curtailment	
Policy Content :	3	<b>SECTION : B</b>	16-17
Useful Contact Information :	3	Medical and other expenses	
Schedule of Cover & Excesses :	4	<b>SECTION : C</b>	17
Policy Summary &		Personal Accident	
Cooling -off Period :	5	<b>SECTION : D</b>	17-18
Important Notes :	5	Travel Delay & Missed Departure	
Policy Definitions :	6-8	<b>SECTION : E</b>	18
Hazardous Activity & Winter Sports :	8-10	Personal Liability	
Cover & Premium Choice :	10	<b>SECTION : F</b>	18-21
Notification of Claims :	10	Legal Expenses	
Complaints Procedure :	10-11	<b>SECTION : G</b>	21-22
Important Medical Conditions		Personal Property, Money &	
& Exclusions :	11-12	Travel Documents	
Change in <b>Your</b> Circumstance :	12	<b>SECTION : H</b>	22-23
Medical Treatment :	12-13	Disaster Recovery	
Claim :	13	<b>SECTION : I</b>	23
Conditions Applying to the Insurance :	13-14	Hijack; Kidnap & Mugging	
General Exclusion :	14-15	<b>SECTION : J</b>	23
Extension of Cover :	15	Withdrawal of Services	
		<b>SECTION : K</b>	23
Useful Advice before <b>You</b> Travel :	25	Business Extension	
Whilst on <b>Your</b> Trip :	25-26	<b>SECTION : L</b>	24
Claims Against The Airline		Car Hire Excess Waiver	
and/or Tour Operator :	26	<b>SECTION : M</b>	24-25
		Winter Sports (optional)	

## USEFUL CONTACT INFORMATION

### Customer Services \*1 :

**T:** 01784 772 677 or **F:** 01784 772 660

**E:** [hello@staffjourneys.co.uk](mailto:hello@staffjourneys.co.uk)

**W:** <http://staffjourneys.co.uk/contact-us>

### Medical Screening \*1 :

**T:** 01784 772 670

### Claims Enquiries \*2 :

**T:** 01403 788983

**E:** [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk)

### Emergency Medical Assistance Services :

**T:** +44 1444 454 577 or

**F:** +44 1444 454 522

### For Emergency Medical Service in the USA, Canada and Mexico :

**T:** +1 844 780 0494

### StaffJourneys Travel Insurance's address :

The PowerHouse, 21 Woodthorpe Road,  
Ashford, Middlesex, TW15 2RP

**NB :** \*1 Mon-Fri 09:00 to 17:15 hr

\*2 Mon-Fri 09:00 to 17:00 hr

# Travel Insurance Policy Wording

## SCHEDULE OF COVER & EXCESSES ( see Policy wording for detail)

NB : \* a) Excess for Loss of Deposit and \*b) Excess for Medical Expenses for age 66 & over.

Sec tion	Summary of Cover	Basic		Standard		Deluxe	
		sum insured	excess	sum insured	excess	sum insured	excess
<b>A</b>	Cancellation or Curtailment	no cover	N/A	£750	£60 (£20*a)	£5,000	£50 (£20*a)
<b>B</b>	Medical Expenses & Repatriation :-	£10 million	£150	£10 million	£150	£10 million	£100 (£125*b)
	UK only	£500		£500		£1,000	
	Hospital or Confinement Benefit	£10 per 24hrs (Max £200)	Nil	£10 per 24hrs (Max £200)	Nil	£20 per 24hrs (Max£1,000)	Nil
<b>C</b>	Personal Accident :-	£5,000	Nil	£5,000	Nil	£25,000	Nil
	Death	£5,000		£5,000		£15,000	
<b>D</b> (i) 1	Travel Delay	£10 per 12hrs (max £60)	Nil	£10 per 12hrs (max £60)	Nil	£10 per 12hrs (max £100)	Nil
	(ii) 2 Holiday Abandonment	no cover		After 24hrs Delay-max £750	£60	After 24hrs Delay-max £5,000	£50
	(iii) Missed Departure	£500	£60	£500	£60	£800	£50
<b>E</b>	Personal Liability	£1 million	£250	£1 million	£250	£2 million	£250
<b>F</b>	Legal Expenses	no cover		no cover		£25,000	£250
<b>G</b>	Personal Property :-	no cover		£750	£60	£2,000	£50
	Single limit			£150 (under aged 18: £75)		£250 (under aged 18: £75)	
	Valuable limit			£150 (under aged 18: £75)		£250 (under aged 18: £75)	
	Spectacles			£150		£150	
	Golf Equipment			no cover		£700	
	Delayed Baggage			£50 per 12hrs (max£50)		£50 per 12hrs (max£100)	
	Money & Travel documents :-			£500	£60	£500	£50
	Cash			£100		£200 (under aged 18: £100)	
<b>H</b>	Disaster Recovery	no cover		no cover		£500	Nil
<b>I</b>	Hijack; Kidnap & Mugging	no cover		no cover		£50 per 24hrs (max £500)	Nil
<b>J</b>	Withdrawal of Services	no cover		no cover		£15 per 24hrs (max£250)	Nil
<b>K</b>	Business Extension :-	no cover		no cover		£3,000	£50
	Documents samples					£200	
<b>L</b>	Car Hire Excess Waiver	no cover		no cover		£2,500	£50
<b>M</b>	Optional : Winter Sports :-						
	Level 1- Basic	no cover		no cover		£400	
	Level 2-Advance incl Piste Closure Avalanche Closure	no cover no cover		no cover no cover		£300 £150	

# Travel Insurance Policy Wording

## POLICY SUMMARY

**Your** travel insurance is provided by Journeys Travel Insurance (a trading name of PKC Associates Limited) and is authorised & regulated by the Financial Conduct Authority (FCA ref 312339). This policy underwritten by ETI - International Travel Protection, 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](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.

If **You** require any details regarding the extent of **Our** regulation by the Prudential Regulation Authority, as well as regulation by the FCA, please contact **Us** (contact details under the “**USEFUL CONTACT INFORMATION**” section (see **Page 2**). **You** can visit the FCA website (where **You** can access a register of all regulated companies), at [www.fca.org.uk/register](http://www.fca.org.uk/register) or **You** can telephone them (freephone) on 0800 111 6768.

### COOLING OFF PERIOD

Please read this Policy Summary and the Insurance **Policy Wording** very carefully to ensure that it fulfils **Your** requirements and that **You** understand what it means and what **You** are and **You** are not covered for. If for any reason it does not, return it to the issuing agent within **14 days** of the date of issue or prior to travel (whichever is sooner) and **Your** premium will be refunded in full, provided that no claim has been made nor is pending.

## IMPORTANT NOTES

To help **You** choose the right cover and ensure any claim **You** may make can be efficiently handled. This document contains various types and levels of cover from which **You** can choose. Please read the “**COVER AND PREMIUM CHOICES**” (see **Page 9**), to ensure **You** are choosing the right cover for **You, Your Party** and **Your** type of trip.

- ★ **Complaints:** This Insurance Policy wording outlines how to make a complaint under the “**HOW TO COMPLAIN**” section (see **Page 9-10**) which advises **You** what steps **You** can take if **You** wish to make a complaint should **You** be dissatisfied.
- ★ **Conditions and Exclusions:** There are conditions and exclusions which apply to individual sections of the policy and general conditions & exclusion & warranties that apply to the whole Insurance Policy. In each Section We set out what **You** are and **You** are not covered for.
- ★ **Cooling Off Period:** The Insurance Policy contains a “cooling off” period which allows **You** to return the Insurance Policy and Certificate within 14 days of the date of issue or prior to travel (whichever is sooner) and obtain a full refund.
- ★ **Good Faith:** All Insured Persons should remember that good faith is an important part of insurance – All the information **You** give us must be accurate. If it is not, this could affect **Your** cover and premium, and We may be entitled to withdraw the cover or not pay a claim. If in doubt, please contact us on **01784 772 677**.
- ★ **HAZARDOUS ACTIVITIES:** (available on Deluxe cover only) **You** may want to try a new activity whilst away. This Insurance will only automatically cover **You** when **You** take part in certain specified **HAZARDOUS ACTIVITIES** subject to revised coverage as detailed under the “**HAZARDOUS ACTIVITIES AND WINTER SPORTS**” section (see **Page 7-8**). Use **Your** common sense when choosing the provider of these activities – do they look safe and well run? Are they using proper safety equipment and using proper precautions? No cover for Basic & Standard policies.
- ★ **Health:** The Insurance Policy wording contains conditions under the “**IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS AND CHANGES IN CIRCUMSTANCES**” section (see **Page 10-11**) relating to the health of the people travelling and/or other people upon whose wellbeing the trip may depend. **You** must give **Us** full and accurate information, concerning any changes between buying **Your** cover and going away. Failure to do so may mean that **You** are not covered. This is not a private health scheme.
- ★ **Insurance Policy Limits:** Most sections of the Insurance Policy wording have overall limits on the amount **We** will pay under that section. Some sections also include inner limits such as a maximum for any one item or for **Valuables** in total.
- ★ **Insurance Policy Wording:** This contains full details of the cover provided plus the conditions and exclusions which apply to it. **You** must read the Insurance Policy wording carefully.
- ★ **Policy Excesses:** Claims under most sections of the Insurance Policy will be subject to an **EXCESS** of £50 (£60 Basic & Standard cover) for Section B, Medical Expenses is subject to an **EXCESS** of £100 & £125 for age 66 & over (Basic & Standard Cover £150). **Excess** for Loss of Deposit is £20. Section E, Personal Liability and Section F, Legal Expenses are subject to an **EXCESS** of £250. No **EXCESS** for Sections C, D(i), H, I and J. Family and One Parent -maximum **Excess** on Family cover of £200 (Basic & Standard cover £250) in total per claim. Where there is an **EXCESS**, **You** will be responsible for paying the first part of a claim. (Please note that **You** have the option of purchasing an **Excess Waiver** – please see the “**COVER AND PREMIUM CHOICE**” section (see **Page 9**)).
- ★ **Policy Renewal:** Only applicable for Annual Multi-Trip policy – **You** will receive a renewal notification email including a new Renewal Notification Form approximately one month prior to the expiry of the current Policy period.
- ★ **Policy Wording:** Take this document away with **You** and keep it in a safe place – it contains a lot of vital information.
- ★ **Property Claims:** These are settled on an indemnity basis – NOT on a “new for old” or replacement cost basis.
- ★ **Reasonable Care:** **You** are required to take reasonable care to protect **Yourself** and **Your** property and to act as though **You** are not insured.
- ★ **Reciprocal Health Agreement:** Get **Your** **EHIC** card for health treatment in the EU and register for medicare in Australia and the equivalent New Zealand as detailed under the “**MEDICAL TREATMENT (OR EMERGENCY ASSISTANCE) IN AUSTRALIA AND NEW ZEALAND**” and “**EHIC AND THE RECIPROCAL HEALTH AGREEMENT IN EU COUNTRIES**” sections (see **Page 11-12**).
- ★ **Warranties:** are promises **You** make to **Us** about the accuracy of information **You** provide to **Us** and give **Us** the right to treat the Policy as void if they are inaccurate, untruthful or misleading. This does not in any way reduce **Your** obligation to deal with **Us** in good faith at all times.



# Travel Insurance Policy Wording

## POLICY DEFINITIONS

The following words or expressions carry the meaning shown below whenever they appear in **bold print** within this Policy Wording :

- ✦ **ACTIVE PARTICIPATION:** a) the act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest or TERRORISM**. b) the act of any person voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign and Commonwealth Office. See: [www.fco.gov.uk](http://www.fco.gov.uk)
- ✦ **ADVANCED BOOKING:** Any booking made at least 48 hours prior to the scheduled departure time from the **UK** as shown on **Your** ticket.
- ✦ **BOOKED TRIP :** A trip arranged before the actual travel is undertaken that must begin and end in the **UK**.
- ✦ **BREAKDOWN or BREAKING DOWN:** (for the purposes of Section D(B) – Missed Departure (see **Page 16-17**):where a vehicle in which **You** are travelling stops due to mechanical or electrical failure (and not due to lack of fuel, oil or water, or not having been maintained to a satisfactory standard).
- ✦ **BUSINESS ASSOCIATE:** **Your** associate in the same employment as **You** who is a suitable replacement for **You** in the event **You** are unable to commence a trip or have to curtail it as certified by **Your** Senior Director or partner.
- ✦ **CASH :** valid coins, bank or currency notes.
- ✦ **CHANGE IN HEALTH (AFFECTING You OR ANY PERSON UPON WHOSE HEALTH THE TRIP MAY DEPEND):** any changes in health, medical condition(s) or medication(s), any consultations with a GP, specialist, surgeon, hospital etc, or which is likely to affect whether a trip takes place. (Please see the “CHANGE IN YOUR CIRCUMSTANCES” section (see **Page 11**)).
- ✦ **CLOSE RELATIVES:** Spouse, Parent, stepparent, parent-in-law, grandparent, legal guardian, stepchild, grandchild, brother, sister, brother/sister-in-law, son/daughter (including adopted and fostered), son/daughter-in-law, aunts and uncles, nephews and nieces or fiancé(e), Common Law Partner being the person living with **You** as if husband or wife, including same sex partner, for at least six consecutive months.
- ✦ **COASTAL / INLAND: COASTAL** waters within 12 miles from the land (with the exception of Dominican Republic, Greece, Jordan, Palau, Singapore and Turkey which are all limited to **COASTAL** waters within 3 miles from the land).
- ✦ **CONTAMINATION: CONTAMINATION**, poisoning, or prevention and/or limitation of the use of objects due to the effects of **NUCLEAR, CHEMICAL, BIOLOGICAL** and/or radioactive substances
- ✦ **CURTAILMENT:** Abandonment or cutting short of the planned trip by return to the **UK** after commencement of the **OUTWARD JOURNEY** and prior to the scheduled date of return.
- ✦ **CURTAILMENT CHARGES:** The amount payable will be the unused proportion of **Your** irrecoverable pre-paid charges calculated from the date of **Your** return to the **UK**. All **CURTAILMENT** claims will need authorisation from THE EMERGENCY MEDICAL ASSISTANCE SERVICE in advance.
- ✦ **EUROPEAN ECONOMIC AREA / EUROPEAN UNION:** these are the countries included within the **European Union**, where this policy provides cover for **You** to travel to. These are: Austria, Belgium, Bulgaria, Croatia, Cyprus (excluding Northern Cyprus), Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland (excluding Northern Ireland), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.
- ✦ **EUROPEAN HEALTH INSURANCE CARD (EHIC) :** a card that can entitle **You** to free or discounted medical treatment in **European Union** government or state hospitals or facilities (it replaced the E-111). (Please also see the “SECTION B – Medical & Other Expenses” section (see **Page 15-16**))
- ✦ **EXCESS:** The amount of **MONEY You** will have to pay to contribute towards the cost of each claim per Insured Person under most sections of the Policy.
- ✦ **GEOGRAPHICAL AREA:** The area or country to which **You** are booked to travel and for which the appropriate premium has been paid, and will involve **Your** return to the **UK** within the **BOOKED TRIP** period, except those countries or parts of countries where the Foreign & Commonwealth Office (FCO) has advised against travel. **You** can purchase cover for the following areas:

### (a) Single trip :

- **UK :** England; Scotland; Wales and Northern Ireland .
- **Europe :** All countries in mainland Europe West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire and including the Channel Islands.
- **Australasia :** Australia, Brunei Darussalam, Cook Islands, Fiji, Micronesia, Hong Kong, Indonesia, Japan, Malaysia, New Caledonia, New Zealand, Papua New Guinea, Philippines, Solomon Islands, Singapore, Thailand, Timor-Leste (East Timor), Tonga, Vietnam, Vanuatu
- **Worldwide excluding America and Caribbean:** Anywhere in the World excluding North America (USA; Canada & Mexico); Central America (Belize; Costa Rica; El Salvador; Guatemala; Honduras; Nicaragua; & Panama) ; South America (Argentina; Bolivia; Brazil; Chile; Colombia; Ecuador; French Guiana; Guyana; Paraguay; Peru; Suriname; Uruguay & Venezuela) and the islands of the Caribbean.
- **Worldwide including America and Caribbean :** Anywhere in the World including North America (USA; Canada & Mexico); Central America (Belize; Costa Rica; El Salvador; Guatemala; Honduras; Nicaragua; & Panama) ; South America (Argentina; Bolivia; Brazil; Chile; Colombia; Ecuador; French Guiana; Guyana; Paraguay; Peru; Suriname; Uruguay & Venezuela) and the islands of the Caribbean.

### (b) Annual Multi-trip :

- **Europe :** All countries in mainland Europe West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire and including the Channel Islands.
  - **Worldwide including America and Caribbean :** Anywhere in the World including North America (USA; Canada & Mexico); Central America (Belize; Costa Rica; El Salvador; Guatemala; Honduras; Nicaragua; & Panama) ; South America (Argentina; Bolivia; Brazil; Chile; Colombia; Ecuador; French Guiana; Guyana; Paraguay; Peru; Suriname; Uruguay & Venezuela) and the islands of the Caribbean.
- ✦ **GOLF EQUIPMENT:** Those articles which are usually carried or held in the course of participating in a game of golf but not including motorised trolleys, balls or tees

# Travel Insurance Policy Wording

- ✦ **HAZARDOUS ACTIVITY:** (available on Deluxe cover only) Any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity please contact **Us** if **You** are in any doubt with full details of the activity for **Our** consideration.
- ✦ **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.
- ✦ **HIJACK:** The unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) in which **You** are travelling as a fare-paying passenger.
- ✦ **MANUAL WORK:** This constitutes work of a physical nature using tools or machinery, lifting heavy objects or working from heights in **EXCESS** of 3.5 metres.
- ✦ **MOBILE TELEPHONES:** **MOBILE TELEPHONES** and accessories (such as battery chargers and internal memory cards), including, but not limited to, camera phones, internet phones, and any other device containing, or whose principle function, is as a telephone.
- ✦ **MONEY:** Personal **MONEY** taken for private purposes comprising of valid coins, bank or currency notes (see also "**CASH**" above), postal or **MONEY** orders, travellers cheques, travel tickets, hotel or other redeemable trip vouchers, ski lift passes (if additional premium paid for **WINTER SPORTS** cover), passports, green card, driving licences and phonecards.
- ✦ **MUGGING:** The violent and threatening attack necessitating **Your** medical treatment.
- ✦ **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM ACT:** "a Nuclear, Chemical, Biological **TERRORISM** act" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous 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.
- ✦ **OUTWARD JOURNEY:** The initial and/or first international Journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the **OUTWARD JOURNEY** from the UK.
- ✦ **PAIR OR SET:** A number of items of personal possessions that belong together or can be used together.
- ✦ **PERIOD OF INSURANCE:** Cancellation cover commences from the Date of Issue of the Insurance Policy (for Annual multi-trip Policy commences from Start Date) and expires upon commencement of the **OUTWARD JOURNEY** other than as provided for under Section D(i)2 Cancellation. The remaining covers apply for the period of a **Single Trip** up to a maximum of 365 days (limited to 120 days for ages 66 years and over). **Annual Multi-trip** limited to 45 days leisure (limited to 31 days for age 66 & over) or 90 days business (limited to 31 days for age 66 & over) per trip. Trip duration includes the direct **OUTWARD JOURNEY** and ends upon completion of the direct **RETURN JOURNEY**, but in any event does not exceed the period of cover for which the premium has been paid. Section G in respect of **MONEY** is operative for a maximum period of 48 hours prior to the commencement of the **OUTWARD JOURNEY**, where collected for the purposes of the trip. All other sections are operative according to the Outward and **RETURN JOURNEY** dates. **WINTER SPORTS** cover is optional, on payment of the appropriate additional premium. On the Annual Policy, cover for **WINTER SPORTS** is limited to 17 days per policy in any 12 month period. Where **You** are unable to return on **Your** scheduled **RETURN JOURNEY**, due to Medical reasons, Delayed Flights/Missed Departure, Disaster Recovery or **HIJACKING**, the policy will automatically extend free of charge, until **You** have returned to **Your** home address in the UK (subject to the specific conditions and requirements of Sections A, B, D, H & J) as detailed in the Policy under those Sections.
- ✦ **PERSONAL BELONGING(S):** Item(s) usually carried by a traveller in a holdall or luggage for a proposed trip.
- ✦ **PUBLIC TRANSPORT:** The means of pre-booked transport accessible to any member of the general public and which operates to a published timetable, or pre-booked taxis
- ✦ **RENTAL VEHICLE:** A motor car rented under a contract (**Vehicle Rental Agreement**, as defined further below in this section), from a Vehicle Rental Company or Agency, who must be fully licensed with the relevant regulatory authority of the relevant Country, State or appropriate Local Authority.
- ✦ **RESIDENCY:** This Policy applies to person(s) who are legally residents in the **UK** for a minimum of 6 months and who are registered with a UK Registered General Practitioner. For the purposes of this policy any such person shall be deemed a **UK RESIDENT**.
- ✦ **RETURN JOURNEY:** The initial and/or first international Journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the return travel to the UK.
- ✦ **SEARCH AND RESCUE COSTS:** the costs of locating and rescuing an individual or individuals by means of a government organisation, authority or private company where there are good prospect of finding the individual alive.
- ✦ **SKI PACK:** Pre-booked lift passes, hired **WINTER SPORTS EQUIPMENT** and **WINTER SPORTS** school fee
- ✦ **SPORTS EQUIPMENT:** Those articles which are usually used, worn, carried or held in the course of participating in a recognised sport.
- ✦ **STRIKE OR INDUSTRIAL ACTION:** Any form of **INDUSTRIAL ACTION** taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.
- ✦ **TERRORISM:** an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
- ✦ **TRAVEL AGENT:** The agent with whom a trip may be arranged and purchased, who may also sell this Policy, who must be ABTA bonded.
- ✦ **TOUR OPERATOR:** The company who are responsible for (when arranged with them) the accommodation and travel aspects of a trip, usually a package trip arranged via a **TRAVEL AGENT**, and who are ATOL bonded.
- ✦ **UK RESIDENTS:** Resident legally in the UK for a minimum of 6 months and who are registered with a General Practitioner.
- ✦ **UK UNITED KINGDOM:** England; Scotland; Wales and Northern Ireland.
- ✦ **UNATTENDED:** **UNATTENDED** item(s) are those that **You** are not in the immediate location of, or cannot notice or immediately react to prevent their theft or damage.
- ✦ **VALUABLES:** Jewellery, watches, gold or silver articles, antiques, binoculars, sunglasses, cameras, photographic and video equipment and associated equipment of any kind, computer hardware and software, digital picture frames, navigation equipment, game consoles accessories and games, e-book readers, hand-held electronic tablet devices, personal organisers, televisions,

# Travel Insurance Policy Wording

portable audio equipment (DVD, CD, mini-disc, and other digital media and associated devices and programs including all discs and tapes, musical instruments, sports and leisure equipment, furs and leather clothing.

- ★ **VEHICLE RENTAL AGREEMENT:** a contract signed by **You** (or the lead named driver who must also be insured under, and named on, **Your** Travel Insurance Certificate), which states the Policy **Excess** for which **You** or the lead named driver will be responsible.
- ★ **WAR AND CIVIL UNREST:** war or warlike operations (whether war is declared or not), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege, coup.
- ★ **WE/OUR/US/Insurer/Underwriter:** ETI International Travel Protection - the United Kingdom trading name of Europäische Reiseversicherung AG (ERV), Munich, Germany (an ERGO Group company) and for Legal expenses, DAS Legal Expenses Insurance Company Limited, who are the **Insurers** (or underwriters) of the relevant sections of this Policy.
- ★ **WEAPONS OF MASS DESTRUCTION:** the use of atomic, biological or chemical weapons or Contamination .
- ★ **WINTER SPORTS:** Sports and/or activities that take place in icy/snowy/mountainous/glacier conditions/areas, including, but not limited to, those show under **Our "HAZARDOUS ACTIVITIES AND WINTER SPORTS"** section (see **Page 7-8**).
- ★ **WINTER SPORTS EQUIPMENT:** Equipment used, or specifically designed for, those sports and activities classified as **"WINTER SPORTS"** (see above), including, but not limited to, skis, poles, ski boots and bindings, ski helmets and goggles, snowboards, snowboard boots and bindings, ice skates and ski/snowboarding/ice skating costumes/clothing.
- ★ **WITHDRAWAL OF SERVICES:** The withdrawal of all water or electrical facilities in **Your** trip accommodation or waiter/waitress service at meals or of kitchen services of such a nature that no food is served or room cleaning services provided.
- ★ **You/YOUR/YOUR PARTY:** Any person named on the Insurance Policy who is eligible to be Insured and for whom the correct premium has been paid, resident in the UK area, and at commencement of the **PERIOD OF INSURANCE** being not more than aged 75 for **Single Trip** or **Annual policies** not more than aged 69 for **Deluxe cover**. Aged up to 65 for Basic and **Standard cover**.

## HAZARDOUS ACTIVITY & WINTER SPORTS

- ★ Please note this is available on **Deluxe cover ONLY**.
- ★ Please note if **You** have paid the additional premium for Advanced **WINTER SPORTS** cover, then any sports listed under the **HAZARDOUS ACTIVITIES** List B, that are also classified as **WINTER SPORTS**, do not require **You** to pay a further additional premium for the **HAZARDOUS ACTIVITIES**. However, if **You** wish to participate in **WINTER SPORTS** and also doing other "NON-Winter Sport" activities shown under List B then **You MUST** pay a further additional premium to cover **HAZARDOUS ACTIVITIES**.
- ★ Occasional participation in the following activities and sports, on a recreational, non-competitive and non-professional basis, can be covered (List (B) subject to additional premium) within the terms of the policy, subject to all recognised equipment and safety precautions being utilised. NO cover for Basic & Standard Policy.
- ★ Certain activities may be subject to increased Medical **Excess** as indicated below or may have restrictions on the Personal Accident and/or Personal Liability cover during that activity.
- ★ **WINTER SPORTS** are ONLY covered upon payment of the appropriate additional premium within the wording of Section M of the Terms & Conditions and are for persons under 66 years only. Those activities that are in **bold** are also classed as **WINTER SPORTS** and therefore subject to the **WINTER SPORTS** additional premium (List A: Basic **WINTER SPORTS**, List B: Advanced **WINTER SPORTS** – if **You** are ONLY doing the **WINTER SPORTS** activities from List B, **You** do NOT also need to pay the additional premium for **HAZARDOUS ACTIVITIES**) – however if **You** wish to do a combination of non-**WINTER SPORTS** activities, and **WINTER SPORTS** activities from List B, **You** will need to pay BOTH the Advanced **WINTER SPORTS**, and **HAZARDOUS ACTIVITIES**3, additional premiums. Please ensure **You** are covered sufficiently for **Your** trip and any activities **You** may be participating in, as claims relating to such an activity will not be paid without the relevant additional premium being paid. Please contact **Your** issuing agent if **You** require further cover for **Your** trip.

**For all other Sports and/or Activities that are not included below and that may be deemed hazardous, please contact Your Issuing Agent for authorisation to proceed, prior to participation.**

### List (A) - Activities or Sports subject to £150 Medical Excess (max age 69 years old) :

Aerobics	Cricket	Mountain Biking	* SCUBA Diving (down to 30
Athletics (amateur)	Croquet	(recreational including	meter accompanied by a
Badminton	Curling	general cross country and	qualified diver or instructor)
Banana Boat Rides	Cycling (only if wearing a	off road cycling)	Sleigh riding as a passenger
Bar Work	helmet, but no cover for	Paddle Boarding	Snorkelling
Baseball	mountain biking; racing and	Rambling	Softball
Basketball	main purpose of trip)	Restaurant Work	Squash
Beach Cricket	Fell Walking (no climbing)	River Tubing (up to grade 2	Surfing
Board Sailing (Windsurfing)	Fishing	rivers and not through	Swimming
Body Boarding	Football/Soccer (non	caves)	Swimming with dolphins
Boogie Boarding	competitive)	Roller blading/line skating	Table-tennis,
Bowls (including	Golf	(wearing pads and helmets)	Tennis,
competitions	Gymnastics (no	Rounders	Ten pin bowling
Bridge Walking e.g. Sydney	competitions)	Running (not long distance),	Trampolineing
Harbour Bridge	Hiking/Trekking/Walking	Safari (professionally	Volleyball
Camel/Elephant riding	under 2,500 metres	organised and without guns)	Water Skiing (no jumping)
Canoeing/Kayaking - up to	Ice Skating	Sailing (inland waters or	Water polo,
Grade 2 rivers only	MANUAL WORK at ground	COASTAL waters within 12	Windsurfing
Canopy Walking	level involving no machinery	miles of land)	Yoga
Zip lining/wiring (professionally organised)	Marathon Running		



# Travel Insurance Policy Wording

**List (B) – Activities or Sports subject to £150 Medical Excess (max age 69 years old) ). No cover is provided for Personal Accident or Personal Liability whilst participating in the following activities:**

Archery	Indoor Rock Climbing (with belays)	white water, up to grade 3 river only)	Parascending over water
Falconry	Jet Boating (as a passenger only and no racing)	Motor cycling as a rider or passenger on a machine 125cc or under ( <b>YOU</b> must wear a crash helmet and, as a rider, have held a motorcycle licence for at least 3 years and are conviction free)	Rowing (no racing)
Fencing	Paint Balling (eye protection must be worn)		Segway riding (organised tours only and a safety helmet must be worn)
Flotilla Sailing (with professional leader)	Kayaking (only if wearing a life-jacket and helmet and only on inland and <b>COASTAL</b> waters - not		Tobogganing
Go Karting			Trekking under 2,500 meters altitude
Hot Air Ballooning (organised pleasure rides only)			Zorbing

**List (C) – Activities or Sports subject to £150 Medical Excess (max age 69 years old) and subject to additional premium.**

Abseiling (within organiser's guidelines )	Land Skiing (not on snow)	Safari Trekking on foot (must be organised tour booked in the <b>UK</b> )	White Water Rafting (up to grade 3 within organiser's guidelines)
Black Water Rafting (up to grade 3 within organiser's guideline)	Octopush	Sea Kayaking	
	Rap Jumping/Running (within organiser's guidelines)		

**List (D) – Activities or Sports subject to £150 Medical Excess (max age 69 years old) and subject to additional premium. No cover is provided for Personal Accident or Personal Liability whilst participating in the following activities:**

Breathing Observation	Cycle Touring	Horse Riding (no competitions/racing/jumping/ hunting. A safety helmet must be worn)	Jet Skiing (no racing)
Bubble (BOB)	Hiking/Trekking/Walking between 2,500 meters and 4,000 meters	Jet Biking (no racing)	Kayaking (up to grade 4 rivers only)
Bungee Jumping			Pony Trekking (safety helmet must be worn)
Clay Pigeon Shooting			

**List (E) – The following Activities and Sports are NOT covered under this policy :**

Base Jumping	licences passenger carrying aircraft	Mountaineering	Scuba Diving below 30 meters
Big Game Hunting	Free / High Diving	Parachuting	Shark Cage Diving
BMX Stunt Riding	Gliding	Paragliding	Shark Diving
Bouldering	Hang Gliding	Parascending over land	Tombstoning
Boxing	Judo / Karate / Martial Arts	Polo	Track days using motorised vehicles
Canyoning	Kite Surfing	Professional / Semi Professional Sports	Water Ski Jumping
Coasterring	Lacrosse	Quad Biking	Weightlifting
Cycle Racing	Micro Lighting	Rock Climbing	White Water Rafting (grade 4 and above)
Flying except as a fare paying passenger in a	Motorcycling as a rider or passenger on a machine over 125cc	Sailing outside territorial waters	Wrestling

## \* SCUBA Diving conditions :

**Qualified divers, diving with a qualified dive-buddy and in accordance with the guidelines of the relevant diving organisation with which You are qualified will be covered as follows:**

**Qualification Maximum depth :**

PADI Open Water
BSAC Ocean Diver 20 metres
BSAC Sports Diver, BSAC Dive Leader & PADI Advance Open Water

**Maximum depth :**

18 meter
20 meter
30 meter

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

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

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

- ✦ If **You** wish to participate in one of the above activities, but do not meet the criteria specified above, or wish for additional cover (e.g. Personal Liability), please contact **Us** (contact details under the "USEFUL CONTACT INFORMATION" section (see **Page 2**). With respect to additional cover sections, please also see "Insurance Policy Section" under the "IMPORTANT NOTES" (see **Page 4**).
- ✦ If **You** cannot find a particular activity within the above lists, or within the website listing, please note that these lists are sorted alphabetically. Activities are listed under the first word of their names, for example, Sea Fishing is listed under 'S' for Sea, rather than 'F' for Fishing. As another example, if **You** are looking for a Skiing activity, try under 'S' for Skiing, 'A' for Alpine Skiing, 'C' for Cat Skiing, etcetera. Please also note that activities may be worded slightly differently on various websites, travel agent brochures etcetera – for example "Ski Boarding" can be referred to as "Skiboarding" or "Ski-Boarding".
- ✦ If **You** are unsure, please feel free to contact **Us** (contact details under the "USEFUL CONTACT INFORMATION" section(see **Page 2**)).

# Travel Insurance Policy Wording

## COVER AND PREMIUM CHOICE

- ✦ **Acts of Terrorism Cover** applies to section A - Cancellation and **CURTAILMENT**, Section B Medical and Other Expenses and Section G - Personal Possessions, **MONEY & Travel Documents** only. The consequences of either the threat or fear of **TERRORISM** or a **Nuclear, Chemical, Biological Act of TERRORISM** are not covered.
- ✦ **Annual Multi-Trip Cover** Available for persons up to 69 years Unlimited number of trips in any 12 month period, subject to at least 2 night's prearranged accommodation. The maximum duration of any individual trip is 45 days leisure or 90 days business (limited to 31 days for leisure or business for 66 years or over).
- ✦ **Business Extension (available on Deluxe cover only) Cover** for Personnel Replacement and loss of Business Documents or Records.
- ✦ **Children Ages 13-17 years** can be covered when travelling unaccompanied by the parent(s) / legal guardians but must be accompanied by a responsible adult with parental responsibility being in accordance with the Children Acts 1989 and any statutory amendment modification or re-enactment of it.
- ✦ **Couple Cover** Constitutes two adults (under 66 years) living together as if husband or wife, including same sex partner, for at least six consecutive months. No children are allowed on a couple policy.
- ✦ **Cruise Trips** - Cruising inclusive on Deluxe Cover No more than 30 days per trip. Not available on Basic & Standard Cover.
- ✦ **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.
- ✦ **Eligibility Cover** is only available to **UK RESIDENTS** (see "UK / United Kingdom" and "**UK RESIDENTS**" under the "Definitions" section (see **Page 5-7**)), for the whole duration of the **BOOKED TRIP** (which must begin and end in the UK). Cover cannot be effected once the **OUTWARD JOURNEY** has commenced.
- ✦ **Excess** An **EXCESS** (as stated in the Policy Summary) will be automatically deducted for each and every claim per person per Section where applicable.
- ✦ **Excess Waiver** You can choose to pay an additional premium which deletes all excesses as stated in the Policy Summary where applicable. Note: **Excess Waiver** not applicable to **HAZARDOUS ACTIVITIES** (see the "**HAZARDOUS ACTIVITIES AND WINTER SPORTS**" section (see **Page 7-8**))
- ✦ **Family Cover** constitutes two adults, husband, wife or partner or legal guardians (under 66) travelling with unlimited dependent children, adopted or fostered children, or grandchildren, plus two non-family children (Single Trip), under 18 years (in full time education) at departure, residing at the same address and in full time education. Children under 3 must be accompanied by parents. Children must travel with one of the insured adults.
- ✦ **One Parent Family Cover** When only one parent or legal guardian (under 66 years) travels with unlimited dependent children, under 18 years at departure date.
- ✦ **Premiums for Single Trip** Valid if issued between 01 March 2018 and 31 January 2019 for departures up to 12 months after Certificate issued.
- ✦ **Premiums for Annual Multi-Trip** Valid if issued between 01 March 2018 and 31 January 2019 for travel completed within 12 months of the commencement date of the Policy.
- ✦ **Upgrades** This insurance contains different levels of cover, some of which do not apply unless **You** have paid the appropriate additional premium. Please read the wording and make sure the cover **You** buy reflects **YOUR** requirements. On payment of an additional premium when **You** buy **YOUR** travel insurance **You** may upgrade **YOUR** policy cover to include any of the following additional cover.
  - Standard Cover – see the "SCHEDULE OF COVER" section (see **Page 3**);
  - Deluxe Cover – see the "SCHEDULE OF COVER" section (see **Page 3**);
  - Annual Cover – see the "SCHEDULE OF COVER" section (see **Page 3**);
  - **Winter sports** – Basic or Advanced – see the "SCHEDULE OF COVER" section (see **Page 3**);
  - **Excess Waiver** – see the "COVER AND PREMIUM CHOICES" section (see **Page 9**);
  - **HAZARDOUS ACTIVITIES** – see the "**HAZARDOUS ACTIVITIES AND WINTER SPORTS**" section (see **Page 7-8**).
- ✦ **WINTER SPORTS** (available on Deluxe cover only) For persons under 66 years. Please note that cover is available for **WINTER SPORTS** activities, (**WINTER SPORTS** are not covered under any section of the policy, unless **You** pay the additional premium to include this cover.) Including skiing, snow boarding and off-piste skiing (on recognised routes or with a qualified guide) and includes Piste Closure and Avalanche Cover on Deluxe Cover. Annual Cover limited to 17 days per policy.
- ✦ **UK Residents Resident** legally in the UK for a minimum of 6 months and who are registered with a General Practitioner.
- ✦ **War Risks and Civil Hazards Areas** This policy does not cover any loss, claim or expense incurred whilst **You** are in any area regarded by the Foreign and Commonwealth Office (FCO) \* as War Risks and Civil Hazards Areas \* or areas to which **You** have travelled against the advice of the Foreign and Commonwealth Office (FCO) \*. (\* NB: This website can be checked on [www.journeystravel.co.uk](http://www.journeystravel.co.uk) )

## NOTIFICATION OF CLAIMS

ERV Insurance Services (ref Journeys) : PO Box 9, Mansfield, Nottinghamshire, NG19 7BL. Telephone: 01403 788983

For claims under Section F - Legal Expenses - Enquiries: DAS Legal Expenses **Insurers** Company Limited, DAS House, Quayside, Temple Back, Bristol, BS1 6NH; Telephone: 0117 934 0548 Fax: 0117 934 2109 E-mail: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## COMPLAINTS PROCEDURE

**Our** aim is at all times to provide a first class service. However, there may be occasions when **You** feel that this objective has not been achieved. Should **You** have any complaint regarding any section of this Insurance except Legal Expenses, please write to:

Managing Director, Journeys Travel Insurance, PowerHouse, 21 Woodthorpe Road, Ashford, Middlesex, TW15 2RP, who arranged the Policy for **You**, Or

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

# Travel Insurance Policy Wording

If We have given **You Our** final response and **You** remain dissatisfied, **You** have the rights to refer to Financial Ombudsman to review **Your** case: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
The Financial Ombudsman Service can only deal with **Your** claim after **You** have followed the full complaints procedure.

## IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS & CHANGE IN CIRCUMSTANCES

It is very important that **You** read and understand the following as it affects **You** and ALL other Insured Persons:

### IMPORTANT MEDICAL CONDITIONS

1) Unless **You** have been given **Our** written agreement, **We** will not cover PRE-EXISTING MEDICAL CONDITION(S) (as defined below) directly or indirectly resulting from **You** or anyone in **Your** travelling party or any non-travelling **CLOSE RELATIVE** or **BUSINESS ASSOCIATE**, on whose health **Your** trip may depend, having ever suffered from, or been treated for, or diagnosed with, any of the following medical conditions before the issue of **Your** policy:-

- a) a cardiovascular or heart related condition (heart attack, angina, chest pain, hypertension, and the like; or
- b) a lung or respiratory related condition (not including asthma, provided no hospital admissions or respiratory infections within the last 12 months)
- c) a stroke, brain stroke or TIA (Transient Ischaemic Attack); or
- d) a psychological or psychiatric condition such as stress, anxiety, depression, dementia, eating disorder, malaise, fatigue (burn out syndrome); or
- e) an organ transplant or dialysis; or
- f) Insulin-Dependant Diabetes
- g) a terminal condition
- h) blood conditions / disorders / diseases
- i) cancer (where **You** have undergone treatment or investigation within the last 5 years)

2) **You** or any person upon whose health the trip may depend will not be covered for any claim arising from a medical condition of someone **You** were going to stay with, a relative, a business associate, a travelling companion, or anyone on whose health **Your** trip may depend if **You** are aware of the medical condition at the time **Your** policy was issued.

3) **You** or any person upon whose health the trip may depend will not be covered if **You** or any person upon whose health the trip may depend have a Medical condition that is ongoing; or from which **You** or any person upon whose health the trip may depend have suffered symptoms or required medical attention or treatment during the 24 months prior to the commencement of cover under this policy.

4) **You** or any person upon whose health the trip may depend will not be covered if **You** or any person upon whose health the trip may depend have a medical condition, if **You** are travelling against medical advice or for which medical advice should have been sought before commencing **Your** journey.

5) **You** or any person upon whose health the trip may depend will not be covered if **You** or any person upon whose health the trip may depend know **You** will need medical treatment during **Your** journey or **You** or any person upon whose health the trip may depend are travelling specifically to get medical treatment.

6) **You** or any person upon whose health the trip may depend will not be covered if **You** or any person upon whose health the trip may depend have a medical condition for which treatment is awaited as a hospital in-patient or have a medical condition that is under investigation when **Your** policy was issued.

7) Any insured person aged 70 years and over on the schedule date of departure is subject to Medical Screening.

If any of the above points apply, **You** must tell us as soon as possible by contacting Journeys Medical Screening Helpline so that **We** can make an assessment of the medical information supplied. If **We** agree to cover **Your** condition, **Our** agreement will be advised in writing and further terms may apply.

### ACCEPTED CONDITIONS (SUBJECT TO CRITERIA DETAILED BELOW)

Subject to **You** meeting the criteria stated in Points 1 to 7 above, AND any specific criteria stated below for each condition, **You** do not need to declare the following condition(s), provided: **You** have no other pre-existing conditions, **You** only have the ONE condition, **You** are not on a waiting list for surgery, and not under investigation, and **You** have been discharged from any post-operative follow-ups:

- **Asthma:** provided no hospital admissions or respiratory infections within the last 12 months, must be controlled with no more than 2 medications (no Nebulizer or Home Oxygen) and must have been a non-smoker for the last 12 months.
- **Benign Prostatic Enlargement :** providing it has not been diagnosed within the last 6 months.
- **Cancer:** providing **You** have not received treatment within the last 5 years and it is not ongoing & terminal.
- **Cataracts:** providing no operation within the last 6 months.
- **Non-Insulin Dependant Diabetes:** providing controlled by diet or one medication, or no hospital admissions or diabetic complications within the last 12 months.
- **Downs Syndrome:** providing no complications or associated conditions e.g. congenital heart disease, epilepsy or gastrointestinal abnormalities.
- **Ear Grommets:** providing there has been no infection in the last 6 months.
- **Epilepsy:** providing the condition was diagnosed more than 6 months ago and has been stable and not required any medication change within the last 6 months.
- **Gastric Reflux:** providing it is not secondary to a Gastric Ulcer, and has been stable and not required any medication change within the last 6 months.
- **Glaucoma:** providing it has not been diagnosed within the last 6 months.
- **Gout:** providing the condition was diagnosed more than 6 months ago, and has been stable and not required any medication change within the last 6 months.
- **Hip Replacement:** providing surgery has not been performed within the last 6 months.
- **High Cholesterol:** providing **You** have no other diagnosed heart conditions
- **HRT (Hormone Replacement Therapy):** providing **You** do not suffer with any other medical condition
- **Hysterectomy:** providing no malignancy.
- **Menopause:** providing **You** do not suffer with any other medical condition

# Travel Insurance Policy Wording

- **Underactive Thyroid (Hypothyroidism) OR Overactive Thyroid (Hyperthyroidism):** providing the condition has not been diagnosed within the last 6 months, and is not a consequence of any other medical condition

## PLEASE NOTE:

- If **You** do have one of the above conditions, but do not meet the criteria specified above, or under the Important Medical Conditions (points 1 to 7), please contact the Medical Screening Department (contact details below).
- If **Your** condition is not listed above, please see a more detailed listing on **Our** website (contact details below).
- If **You** are unsure, please feel free to contact The Medical Screening Department (contact details below).

For **Your** own security and to register **Your** call, **You** MUST obtain a Medical Screening Endorsement number to validate the Medical Screening upon completion. Without this **Your** declaration will not be valid.

Contact Journeys Travel Insurance - Medical Health Requirement Helpline during normal office hours, Monday to Friday, 09.00-17.15  
Tel: **01784 772 670**

## IMPORTANT MEDICAL EXCLUSIONS

### We will NOT cover:

- Where either **You** or a **CLOSE RELATIVE** are awaiting tests or treatment, or awaiting the results of tests or treatment, or have received a terminal prognosis.
- If **You** have any undiagnosed symptoms that may require treatment in the future (ie symptoms for which **You** are awaiting investigation/consultations, or awaiting results of investigations, and where the underlying cause has not been established) In respect of all cover provided under SECTIONS A, B & C (Cancellation or **CURTAILMENT**, Medical and Other Expenses and Personal Accident)

### We reserve the right:

1. At **Our** discretion to require any person applying for cover to undergo Journeys Medical Screening
2. To vary the conditions or premium on which cover is offered.

---

## CHANGE IN YOUR CIRCUMSTANCES - after You have purchased this Insurance

If after taking out this insurance **You** become aware of any circumstances that may give rise to a claim such as changes in **Your** health or that of a person on whom this insurance may depend whether travelling or not (e.g. close relative as defined in the Policy Definition) **You** must contact us and tell us about the changes as soon as reasonably possible and prior to any trip.

**We** may in light of such changed circumstances be unable to continue with the Insurance cover under sections A; B; and C of this policy. If this is not acceptable to **You**, **We** will refund **Your** Insurance Premium in order to allow **You** the opportunity to source Insurance Cover elsewhere or **We** will cover the costs incurred to date in respect of Loss of Deposit charges or Cancellation Charges.

**You** must contact us promptly regarding the change and are responsible for any costs incurred in obtaining any medical reports required by us. In the event that **You** fail to contact us within 7 days of the date of **Your** change of circumstances **You** will be responsible for any increased costs incurred as a result of the delay in cancelling **Your** trip. **We** will only pay the costs that would have applied had **You** cancelled **Your** trip within 7 days of the date of change of circumstance giving rise to the claim.

For assistance if in any doubt, please contact Journeys Travel Insurance - Medical Screening Helpline during normal office hours, Monday to Friday, 09.00-17.15 - Tel: **01784 772 670**

---

## MEDICAL TREATMENT (OR EMERGENCY ASSISTANCE)

### IN ALL COUNTRIES

**You** must immediately notify **THE EMERGENCY MEDICAL ASSISTANCE SERVICE** in the event of a Medical Emergency where **You** require (or are likely to require) Inpatient treatment, or if **Your** Outpatient costs exceed (or are likely to exceed) £500, or if **You** require to be repatriated or to Curtail **Your** trip. If **Your** treatment and expenses are not authorised by **THE EMERGENCY MEDICAL ASSISTANCE SERVICE**, **We** reserve the right not to pay **Your** claim.

### CALL 24 HOUR EMERGENCY MEDICAL ASSISTANCE SERVICE

Helpline: 0044 1444 454 577 ; Fax: 0044 1444 454 522

For Emergency Medical Service in the **USA, Canada and Mexico**

Helpline : +1 844 7800494

(if **You** are calling from within the **UK**, please use the following numbers):

Helpline: 01444 454 577 ; Fax: 01444 454 522

### Be prepared to give:

(a) Insurance Certificate number; (b) Name and address of issuing agent from whom it was purchased; (c) Dates of outward and return travel (d) Details of problem including name and address of patient and nature of illness/accident; (e) Names, telephone & fax numbers of hospital, attending qualified medical practitioner and usual GP. **You** must also obtain and keep receipts for all medical treatment, **THE EMERGENCY MEDICAL ASSISTANCE SERVICE** is there to help **You** 24 hours a day 365 days a year. Do not try to find **Your** own solution - it will solve **Your** problem in the most efficient, suitable and practical way.

## IN AUSTRALIA AND NEW ZEALAND

Should **You** require medical treatment in Australia or New Zealand please note the reciprocal agreement may apply under the Medicare system for **UK** Nationals. Please ensure that **You** have **Your** passport with **You** and if treatment is required, this should be produced. Inpatient and outpatient treatment at a Public Hospital is then available either free of charge (Australia) or at minimal costs (New Zealand). Should **You** be admitted to hospital then immediate contact MUST be made with **THE EMERGENCY MEDICAL ASSISTANCE SERVICE** and its authority obtained in respect of any treatment not available under the reciprocal agreement, before such treatment is provided.



# Travel Insurance Policy Wording

## EHIC AND THE RECIPROCAL HEALTH AGREEMENT IN EU COUNTRIES

When travelling to countries within the **European Union** (EU), the **European** Economic Area (EEA) or Switzerland, wherever possible **You** must use medical facilities which entitle **You** to the benefits of any reciprocal health agreements, such as the The **European** Health Insurance Card (**EHIC**), which replaced the E-111. To take advantage of this **You** need to complete an application form, which can be obtained by calling 0300 3301350, (an automated service) or online from <https://www.gov.uk/european-health-insurance-card>.

Please note that if **You** utilise this agreement, or any other worldwide reciprocal health arrangement, and this results in a reduction in **Your** overall medical expenses, **You** will not have to pay any **EXCESS** under the Medical & Other Expenses Section of **Your** Policy.

## CLAIMS

### WHAT TO DO IF AN INCIDENT HAPPENS AND **You** MIGHT WANT TO MAKE A CLAIM

Please follow the Conditions below, as **We** may not pay **Your** claim if **You** do not.

Please complete a Claim Form and forward it together with all supporting claims documents to Claims Department at the address given under the "USEFUL CONTACT INFORMATION" section (see **Page 2**) of this Policy wording.

1. **You** will advise **Us** of any occurrence which may give rise to a claim under this Policy in writing within 30 days of the date of the incident and shall supply to **Us** all such accounts, documents and items as **We** may reasonably require at **Your** expense (for example medical reports, quotations, confirmation of relationships).
2. **You** will give **Us** notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under Section E of this Policy.
3. **You** must inform the Police of all loss or theft of property within 24 hours of discovery and obtain a copy of the Police report in support of any claim under Sections G, L, & M of this Policy.
4. If personal possessions are lost or damaged whilst in the custody of the carrier (i.e. Airline, Railway, Shipping Company, Bus Company, etc), **You** must notify such carrier immediately and obtain a Property Irregularity Report. **You** must keep all receipts for the essential purchases that **You** make if **Your** property is temporarily lost by the carrier. Damaged items should be kept for inspection should this be required by **Underwriters**. **You** must obtain confirmation of the extent of the damage to **Your** property on **Your** return to the **UK**, and an estimate of the repair costs.
5. **You** must inform **Your** issuing agents in writing immediately **You** become aware of ANY change of circumstances indicating a need to Cancel **Your** trip in accordance with **Your** trip's Booking Conditions.

### CLAIMS – Our Rights

1. No admission, offer, promise, payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** written consent.
2. **We** will be entitled to take over and conduct in **Your** name 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 damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim, and **You** will give all such information and assistance as **We** may require.
3. On occasion, in case of illness or injury **We** may approach **Your** regular GP to obtain a medical report, and **We** may at **Our** own expense arrange for **You** to be medically examined as often as required, or in the event of death, arrange a post-mortem examination of **Your** body.
4. **You** will supply at **Your** own expense a Doctors certificate in the form required by **Us** in support of any claim under Sections A, B, C & K of this Policy, **You** will supply (where required) at **Your** own expense an affidavit confirming **Your** relationship with a close relative (see the "POLICY DEFINITIONS" section (see **Page 5-7**)) for claims under Sections A, B & C of this Policy, and also written confirmation from a retailer regarding extent of damage to items for claims under Sections G, L & M.
5. If **You** fall ill or are injured in an accident abroad, **We** reserve the right to transfer **You** to an alternate medical facility (not necessarily in the country to which **You** have travelled) and arrange for **You** to be repatriated to the **UK** at any time during **Your** trip. This will be arranged subject to medical necessity and with the authorisation of THE EMERGENCY MEDICAL ASSISTANCE SERVICE, where **You** are able to be transferred safely and/or return to the **UK** or a suitable nearby medical facility, to continue treatment. Where such a transfer is required, THE EMERGENCY MEDICAL ASSISTANCE SERVICE will decide on the most appropriate mode of transport to be used, based on medical requirements and the accessibility of **Your** location. Such transportation might be by means of an air ambulance, helicopter, scheduled or chartered flight, train, taxi, and may be with other passengers (for example on scheduled or chartered flights) and using economy class.
6. Any value of unused travel tickets or vouchers shall become the property of **Underwriters** in the event of a valid claim being made.
7. **We** retain all rights of salvage and subrogation, which means that **We** will take over **Your** rights of recovery against the person responsible for the claim and seek a contribution from **Your** household or other **Insurers** where dual cover exists, in accordance with the Association of British **Insurers** Agreement and **Our** legal rights.

## CONDITIONS APPLYING TO THE INSURANCE

**You** MUST validate this insurance by signing the Validation Procedure on the front cover of this Policy wording and confirming that **You** have read the Policy and especially the "IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS & CHANGES IN CIRCUMSTANCES" section (see **Page 10-11**) that affects this Insurance and agree to abide by all the terms, conditions, exclusions and limitations in the Policy.

1. **You** are not aware of any circumstances known at the time **You** purchased this Policy which could cause the Cancellation or **CURTAILMENT** of **Your** trip.

2. **You** must at all times act in a reasonable manner to prevent or minimise a claim.

3. **You** will immediately advise Journeys Medical Screening on **01784 772 670** of any change in **Your** state of health or that of any person whose health may affect **Your** travel arrangements which becomes apparent after the Date of Issue of **Your** Insurance and before the scheduled departure date of **Your** trip. **We** reserve the right to alter the terms of the insurance or withdraw ongoing cover, in the light of such changed circumstances which were not in existence at the time that **You** arranged **Your** Insurance.

**We** will, subject to the terms, conditions and exclusions of the Policy, cover **You** under Section A in respect of trip deposits or charges which **You** have necessarily incurred up to the date that **You** advise **Us**.



# Travel Insurance Policy Wording

Please see the "IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS & CHANGES IN CIRCUMSTANCES" section (see **Page 10-11**) for full details.

4. **FRAUD:** If **You** or any person on **Your** behalf makes a misrepresentation, tells an untruth or conceals information to obtain this Policy or to make a claim under it, the Policy will be void. In order to combat fraudulent claims, please note that certain aspects of **Your** personal details and the claim will be stored in **Our** computer system and may subsequently be transferred to a centralised system.

5. Specific Conditions apply to certain sections of this Policy.

6. All claims arising under this Insurance shall be governed by the Law of England whose Courts alone shall have jurisdiction in any dispute arising hereunder.

7. If **You** submit a claim under this Policy for any item(s) and/or event(s) which may also be covered by another insurance Policy and/or credit card insurance, **You** must provide **Us** with the full details of that insurance Policy/Schedule. (Please also see "GENERAL EXCLUSIONS REGARDING ALL SECTIONS OF THE POLICY", Point 4, **Page 13-14**).

## GENERAL EXCLUSIONS REGARDING ALL SECTIONS OF THE POLICY

**We shall NOT be liable for:**

1. Any claim by **You** or a Close Relative whilst suffering from any psychological or psychiatric disorder, anxiety, stress or depression.
2. Any claim by **You** or against **You** arising from or connected with any criminal or dishonest act committed by **You** whether in the **UK** or elsewhere.
3. Any costs which **You** would have had to pay even if the event giving rise to a claim had not happened.
4. Under Sections A, B, D, E, F, G, K, L & M in respect of any claim where the event leading to the claim is insured by any other existing Policy or Policies, except in respect of any amount within the terms of this Policy but beyond that which is payable under such other Policy or Policies. (Please also refer to "CONDITIONS APPLYING TO THE INSURANCE", Point 7, page 10-12)
5. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss:
  - ★ **War and Civil Unrest** including any action taken in controlling, preventing, suppressing or in any way relating to **War and Civil Unrest**, unless **You** are in an area subject to **War and Civil Unrest** at the outbreak of hostilities, in which case **You** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **You** take the first reasonable opportunity to leave the area. If **You** fail to take such an opportunity all cover under this Policy will end.
  - ★ Nuclear energy, including nuclear reactions, radiation and Contamination/Weapons of Mass Destruction
  - ★ **Active participation**
  - ★ **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.
6. Any claim arising out of or increased by **Your** failure to follow any advice, or recommendations from the Foreign and Commonwealth Office and any advice against all or non-essential travel to a country or part of it.
7. Any losses (that are not directly associated with the incident that caused **You** to claim). For example, if **You** are medically unable to return on **Your** scheduled **RETURN JOURNEY**, and lose earnings, the medical incident may be covered under Section B - Medical & Other Expenses however the lost earnings are a consequence of this and are not covered as a result. Similarly, the theft of a bag might be covered under Section G – Personal Possessions, however replacement locks resulting from keys within the bag, are not covered. Similarly, financial losses, or potential financial losses (such as lost contracts, profit, interest or savings) are not covered.
8. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - a. Ionising radiation or **CONTAMINATION** by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
9. Any loss or expense directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. For the purpose of obtaining medical treatment abroad or **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk in any circumstances (except whilst in the act of saving or attempting to save a human life), or being under the influence and/or effects of intoxicating liquor or alcohol, drug or drugs (unless prescribed by a Registered Medical Practitioner but not for drug addiction) or substance or solvent abuse, venereal disease or sexually transmitted disease (whether contracted or passed on).
11. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft), with the exception of gliding or hand-gliding or para-gliding or hot air ballooning as a passenger
12. Claims arising directly or indirectly from **Your** willful, malicious or unlawful acts or any failure on **Your** part to take reasonable steps to look after and protect **Yourself** or **Your** property against accident, loss or damage as if **You** were not insured.
13. Any claim arising directly or indirectly from any sexually transmitted disease or infection.
14. Claims not notified directly in writing to **Us** within 31 days of the expiry of this Insurance.
15. Losses occurring outside the **PERIOD OF INSURANCE**.
16. Claims arising directly or indirectly from bankruptcy or liquidation, including, but not limited to, that of any tour operator, travel agent, transportation company or accommodation supplier.
17. Any liability, however arising, in respect of goods or services supplied by medical service providers, THE EMERGENCY MEDICAL ASSISTANCE SERVICE, Underwriters or any person acting on their behalf.
18. Any claims for one-way trips.
19. Any claims, including any **WINTER SPORTS** related claims, unless the appropriate premium has been paid.

# Travel Insurance Policy Wording

20. Any claim which is subject to a specific exclusion in any Section of the Policy and/or any claim in respect of which there has been a breach of any condition in the Policy.
21. Any Search and Rescue costs charged to **You** by a government organisation, authority or private company for services related to searching and rescuing **You** (except the costs Medical evacuation from a Medical emergency whereby these costs are covered under Section B (Medical Expenses & Repatriation.), see page 15-16.
22. Any claim relating to, or arising from, air travel within 24 hours of scuba diving.
23. Any consequences of **Cyber-Terrorism** including but not limited to the delay or cancellation of flights due to the failure of critical system.

## EXTENSION OF COVER

If **You** request any extension of the **PERIOD OF INSURANCE** after the commencement of travel **You** must advise **Us** of any circumstances which, at the time of the request, could reasonably be expected to cause a claim under this Policy. (Please note that in certain circumstances the Policy will automatically extend – please see the “**PERIOD OF INSURANCE**” note (under the “**DEFINITIONS**” section (see **Page 5-7**))

## SECTION A – Cancellation & Curtailment Charge (Standard & Deluxe cover only)

### What each insured-person IS covered for:

All irrecoverable deposits and payments for unused travel and accommodation charges which **You** have paid or are contracted to pay before the trip departure date, for which **You** are necessarily required to Cancel or the **CURTAILMENT** Charges if **You** Curtail (cut **Your** trip short).

### We will provide this cover in the following necessary circumstances:

1. **Your** death, accidental bodily injury or illness, that of a Close Relative, or friend with whom **You** have arranged to travel or stay, or a Business Associate, certified by the relevant General Practitioner.
2. **You** or any person with whom **You** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law (except as an expert witness in a professional capacity) during the **PERIOD OF INSURANCE**.
3. **Your** redundancy provided that **You** have been employed for 2 continuous years (and/or that **You** qualify for redundancy payment) with the same employer at the time of being made redundant and at the time of purchasing this Insurance, **You** had no reason to believe that **You** would be made redundant.
4. **You** being unexpectedly required for emergency and unavoidable duty as a member of the armed forces including the Territorial Army and Reservists, police, fire, nursing, ambulance or coastguard services as certified by **Your** Senior Officer or Manager. This cover is subject to General Exclusion 5 and extends to holiday (or other additional cover purchased) cancellation or **CURTAILMENT** only.
5. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence certified as being required by the Police following a burglary during the week immediately prior to **Your** departure.
6. Reasonable additional travelling expenses incurred by **You** in returning to the **UK**, where **Your** return is urgently necessitated by the death, serious illness or severe injury of **Your** Close Relative or a Business Associate, and the **CURTAILMENT** is authorised by THE EMERGENCY MEDICAL ASSISTANCE SERVICE subject to the “**IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS & CHANGES IN CIRCUMSTANCES**” requirements (see **Page 10-11**). If a trip is Curtailed through **Your** accident or illness, a doctor at the resort or nearest town must confirm that such **CURTAILMENT** is medically necessary and is agreed by THE EMERGENCY MEDICAL ASSISTANCE SERVICE.
7. **Your** pregnancy, subject to:  
**EITHER:**

- **You** not being aware that **You** were pregnant at the time **Your** Policy was issued, and **Your** trip was booked, AND / OR:
- **Your** hospital and/or registered Medical Practitioner confirming that cancellation of **Your** trip is required (or that **You** are unable to travel) as a result of **Your** pregnancy, or complications in **Your** pregnancy AND:

**You** not being over 32 weeks pregnant, **AND:**

- That **You** cancel **Your BOOKED TRIP** within 7 days of either finding out that **You** are pregnant, or within 7 days of the hospital and/or registered Medical Practitioner advising **You** to cancel.
- PLEASE NOTE: **You** must have been fit to travel whilst pregnant (as certified by **You** GP and/or a medical specialist) prior to any complication(s) arising.

### What each insured-person IS NOT covered for:

1. Any expense due to **You** not wanting to travel or continue with **Your** trip or loss of enjoyment of **Your** trip.
2. Any expenses or losses arising from **You** not having the correct travel documents, passport, visa, inoculation certificate or any other document necessary for **Your** travel.
3. Any personal financial circumstances causing **You** to no longer be able or wish to travel.
4. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** trip OR on the date the Insurance Policy was issued.
5. Any additional costs incurred as a result of **Your** failure to notify a tour operator, travel agent or conference organiser or provider of transport or accommodation immediately from the moment **You** are aware of the need to cancel or curtail the travel arrangements booked.
6. Government regulations (other than in respect of compulsory quarantine) or currency restriction or act, or omission or default of provider of transport or accommodation or of an Agent through whom the travel arrangements were made.
7. Any **Excess** shown in the “**POLICY SUMMARY**” section (see **Page 3-4**).
8. Anything excluded by the General Exclusions (see page 13-14) or any breach of the Conditions, or anything excluded under the “**ADDITIONAL EXCLUSIONS APPLYING TO - SECTION A, B & C**” section (see **Page 16**).
9. **Your** pregnancy, UNLESS **You** meet the specific criteria detailed under “What each insured-person IS covered for”, Point 7 (above).
10. Charges or fees incurred for costs such as air passenger duty, air taxes, travel agents’ fees such as administration and service fees. These should be claimed back from the **Travel Agent**, or company(ies) with whom **You** had arranged **Your** trip.

# Travel Insurance Policy Wording

## SECTION B - Medical & Other Expenses

This section covers **You** for essential emergency medical treatment if **You** fall ill or are injured in an accident abroad, or, if medically appropriate, for **You** to be brought back to the **UK** for medical treatment. It is not a private health insurance scheme. Where **You** are unable to return on **Your** scheduled **RETURN JOURNEY**, due to Medical reasons, the policy will automatically extend free of charge, until **You** have returned to the **UK** (subject to the specific conditions and requirements of this Policy section).

### ALL INPATIENT COSTS UNDER THIS SECTION MUST BE AUTHORISED BY THE EMERGENCY MEDICAL ASSISTANCE SERVICE

#### What each insured-person IS covered for:

If **You** are injured or suffer illness **We** will pay **You** or the medical provider concerned up to the amount stated in the Schedule of Cover for the following expenses:

1. Emergency Medical expenses including hospital charges, in-patient treatment authorised by THE EMERGENCY MEDICAL ASSISTANCE SERVICE and ambulance charges for conveyance to hospital.
2. Dental treatment is included only for the alleviation of sudden pain and does not apply to the provision of dentures, artificial teeth or work involving the use of precious material or any permanent fixtures and is limited to £200 in all.
3. Reasonable and necessary additional travelling expenses in returning to the **UK** and reasonable and necessary additional accommodation expenses, of similar cost to the pre-booked accommodation, beyond the number of days booked subject to agreement by THE EMERGENCY MEDICAL ASSISTANCE SERVICE. (Maximum **UK** Sum Insured - see Schedule of Cover.)
4. The accommodation (room only) and reasonable travel expenses of one relative or friend (not necessarily an insured person) who is required to travel to or remain with or escort the Insured Person, subject to medical necessity and authorised by THE EMERGENCY MEDICAL ASSISTANCE SERVICE (Maximum Sum Insured £1,000.)
5. A Hospital or confinement Benefit for the patient per complete 24 hours that **You** are either an in-patient in hospital, or are confined to **Your** trip accommodation (such as the hotel or ship's cabin) as confirmed necessary in writing by the treating doctor or hospital (see the "SCHEDULE OF COVER" section for benefit amount (see **Page 3**)).
6. **Your** emergency repatriation in respect of the cost of return to the **UK**, where such return is certified as medically necessary and authorised and arranged by THE EMERGENCY MEDICAL ASSISTANCE SERVICE.
7. The cost of returning **Your** body or ashes to **Your** home address in the **UK**.
8. The cost of **Your** burial abroad in the country where death occurs, up to £2,000.

#### What each insured-person IS NOT covered for:

1. Any expenses which **You** incur in **Your** normal country of residence (other than 3 and 4 above for **UK** trips only).
2. Any in-patient or additional travelling expenses or single/private room accommodation or for the services of a chiropractor, chiropodist or osteopath or for non-medical costs, not specifically authorised by THE EMERGENCY MEDICAL ASSISTANCE SERVICE.
3. Any expense which **You** incur more than 12 months after the occurrence of the injury or illness to which the claim refers.
4. Any form of cosmetic surgery or any expense which is not usual, reasonable or medically necessary for the medical services and/or the supply thereof.
5. Any expense for non-essential or ongoing treatment, or regular continuous treatment or costs, or where treatment can be reasonably delayed until **Your** return to the **UK**.  
(Please note that if **You** are taking or receiving prescribed medication prior to **Your** departure, and require it during **Your** trip, then (where possible, and with the prior agreement of **Your** regular **UK** GP), **You** should ensure **You** travel with plenty of extra medication, in case of travel delays or losses. If **You** are receiving or have been prescribed medication, **You** may need to inform **Our** Medical Screening Department – please see the "IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS AND CHANGES IN CIRCUMSTANCES" section (see **Page 10-11**)
6. Any form of cardiac or organ transplant surgery unless authorised by THE EMERGENCY MEDICAL ASSISTANCE SERVICE in advance of being performed.
7. Treatment for tropical diseases if **You** have not had the recommended or compulsory inoculations.
8. Any costs incurred after both the THE EMERGENCY MEDICAL ASSISTANCE SERVICE doctor and the treating doctor consider **You** to be medically fit to return to the **UK**.
9. If **You** fall ill or are injured in an accident abroad, **We** reserve the right to transfer **You** to an alternate medical facility (not necessarily in the country to which **You** have travelled) and arrange for **You** to be repatriated to the **UK** at any time during **Your** trip. This will be arranged subject to medical necessity and with the authorisation of THE EMERGENCY MEDICAL ASSISTANCE SERVICE or **Us**, where **You** are able to be transferred safely and/or return to the **UK** or a suitable nearby medical facility, to continue treatment. Where such a transfer is required, THE EMERGENCY MEDICAL ASSISTANCE SERVICE or **We** will decide on the most appropriate mode of transport to be used, based on medical requirements and the accessibility of **Your** location. Such transportation might be by means of an air ambulance, helicopter, scheduled or chartered flight, train, taxi, and may be with other passengers (for example on scheduled or chartered flights) and using economy class.
10. Provision of false limbs, wheelchairs, hearing aids, dentures or dental fixtures.
11. The cost of any elective treatment or surgery including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance to hospital.
12. Any expense which is covered by any reciprocal agreement, whether utilised or not.
13. **Your** pregnancy, UNLESS:

#### EITHER:

- ★ **You** were not being aware that **You** were pregnant at the time **Your** Policy was issued, and **Your** trip was booked, AND / OR:
  - ★ **Your** hospital and/or registered Medical Practitioner confirm that **CURTAILMENT** of **Your** trip is required (or that **You** are unable to travel on **Your** **RETURN JOURNEY**) as a result of **Your** pregnancy, or complications in **Your** pregnancy AND:
  - ★ **You** are not being over 32 weeks pregnant.  
- PLEASE NOTE: **You** must have been fit to travel whilst pregnant (as certified by **Your** GP and/or a medical specialist) prior to any complication(s) arising.
14. Any **EXCESS** shown in the Policy Summary, see page 3-4

# Travel Insurance Policy Wording

15. Anything excluded by the General Exclusions or any breach of the Conditions, or anything excluded under the "ADDITIONAL EXCLUSIONS APPLYING TO – SECTION A, B & C" section (see **Page 16**).

## SECTION C - Personal Accident

Please note that ALL benefits detailed below in relation to **Your** age, are based on **Your** age at the date of departure of **Your** **OUTWARD JOURNEY**.

**What each insured-person IS covered for:**

If **You** sustain bodily injury caused solely by accidental violent external and visible means and such bodily injury solely and directly results within 12 months in **Your** death or disablement, **We** will pay the amounts detailed in the Schedule of Cover relevant to the type of cover purchased, to **You** or **Your** legal representative in accordance with the following items:

1. Death.
2. Permanent Loss by physical severance of hand or foot at or above the wrist or ankle or the total and 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.
3. Permanent Total Disablement - **Your** permanent and absolute inability to work in any gainful capacity that lasts 12 months and at the end of that period is without hope of improvement as certified by a medical specialist appointed by **Us**.

**Please note that:**

1. If **You** are under 18 years of age the benefit under 1. above is limited to £2,500.
2. If **You** are aged 65 years or over, 1. above is limited to £2,500 and no benefit will be payable under 2 or 3 above.

**What each insured-person IS NOT covered for:**

1. Benefit payable under more than one of the items 1, 2 or 3 and on payment of a claim under any one of these items, all liability under this Section will cease insofar as **You** are concerned.
2. Pregnancy.
3. Anything excluded by the General Exclusions or any breach of the Conditions, or anything excluded under the "ADDITIONAL EXCLUSION APPLYING TO - SECTION A, B & C" section (see **Page 16**).

## ADDITIONAL EXCLUSIONS APPLYING TO – SECTION A, B & C

**What each insured-person IS NOT covered for:**

1. Any claim where the Insured person(s) do not comply exactly with the "IMPORTANT MEDICAL CONDITIONS, EXCLUSIONS & CHANGES IN CIRCUMSTANCES" that are applicable to this Policy, as stated in that section of this policy wording (see **Page 10-11**).
2. Trip arrangements made or undertaken where the Insured Person or Close Relative:
  - a. is awaiting tests or treatment or awaiting the results of tests or treatment, or
  - b. has received a terminal prognosis, or
  - c. is travelling for the purpose of obtaining medical treatment abroad or whilst travelling against advice of a Registered Medical Practitioner in relation to the diagnosis or instability of any medical condition
3. If **You** fall ill or are injured in an accident abroad, **We** reserve the right to transfer **You** to an alternate medical facility (not necessarily in the country to which **You** have travelled) and arrange for **You** to be repatriated to the **UK** at any time during **Your** trip. This will be arranged subject to medical necessity and with the authorisation of THE EMERGENCY MEDICAL ASSISTANCE SERVICE, where **You** are able to be transferred safely and/or return to the **UK** or a suitable nearby medical facility, to continue treatment. Where such a transfer is required, THE EMERGENCY MEDICAL ASSISTANCE SERVICE will decide on the most appropriate mode of transport to be used, based on medical requirements and the accessibility of **Your** location. Such transportation might be by means of an air ambulance, helicopter, scheduled or chartered flight, train, taxi, and may be with other passengers (for example on scheduled or chartered flights) and using economy class.
4. Claims arising directly or indirectly to In Vitro Fertilisation (I.V.F.), or any form of fertility treatment.
5. Driving or being a passenger of a motorcycle, motor scooter or mechanically assisted cycle exceeding 125cc in engine capacity during the period of the trip.
6. **You** driving or riding on or in any vehicle with no roof (other than convertible motor cars) or off road (so long as that activity is covered and the correct premium has been paid), without wearing a crash helmet (even if not legally required by local law or regulation).
7. **You** engaging in **MANUAL WORK** during the period of the trip, or Hazardous Activity not listed under the "HAZARDOUS ACTIVITIES AND WINTER SPORTS" section (see **Page 7-8**), unless agreed and endorsed by **Us**.
8. Failure of a provider to supply any part of a **BOOKED TRIP**.
9. Any expenses or losses arising from **You** not having the correct travel documents, such as passport, visa, **EHIC**, inoculation certificate, or any other document necessary for **Your** travel.
10. Anything excluded by the General Exclusions or any breach of the Conditions.

## SECTION D - (i) Travel Delay & (ii) Missed Departure

Where **You** are unable to return on **Your** scheduled **RETURN JOURNEY**, due to Delayed Flights or Missed Departure, the policy will automatically extend free of charge, until **You** have returned to the **UK** at the earliest possibility (subject to the specific conditions and requirements of this Policy section).

**What each insured-person IS covered for:**

### (i). Travel Delay

If as a direct result of a strike, adverse weather conditions or the mechanical **BREAKDOWN** of the Public Transport, which has been the subject of Advance Booking by **You**, occurring after the date of commencement of cover and resulting in the international arrival time of the Outward/**RETURN JOURNEY** taking place more than a set number of hours (See the "SCHEDULE OF COVER" section (see **Page 3**)) after the arrival time appearing on **Your** ticket or booking invoice, then **We** will pay **You** as shown below:

1. **Delay Benefit (A)** set payment dependent on the number of hours delayed- See the "SCHEDULE OF COVER" section (see **Page 3**).



# Travel Insurance Policy Wording

**2. Cancellation** If **You** elect to Cancel the trip prior to the commencement of the **OUTWARD JOURNEY** after a delay exceeding 24 hours **We** will pay **You** in respect of irrecoverable travel or accommodation deposits or charges paid or contracted to be paid under Section A.

**(ii). Missed Departure:**

If **You** miss **Your** booked departure due to the vehicle in which **You** are travelling having an accident or **BREAKING DOWN** (please refer to the "POLICY DEFINITIONS" section (see **Page 5-7**)), or being delayed by exceptional and unforeseeable traffic conditions or if the pre-booked public transport **You** use does not run to its timetable whilst **You** are on **Your** direct Journey to the point of international departure immediately prior to commencement of the **OUTWARD JOURNEY** from the **UK**, or commencement of the **RETURN JOURNEY** to the **UK**, **We** will pay **You** up to the limit stated in the Schedule of Cover for reasonable additional travel charges which **You** have to pay to get to **Your** journey destination or back to the **UK**.

Provided that:

1. Any payment **We** make in respect of D(i)1. above will be deducted from any subsequent payment made under D(i)2.
2. In respect of D(i) above **You** must check in according to the itinerary provided by the Tour Operator or carrier, and obtain written confirmation of the delay from such Tour Operator or carrier.
3. **You** must produce independent evidence from a relevant official authority in writing to support any claim.
4. **Our** limit of liability under D(i)2 will not exceed the amount stated in the Schedule of Cover for Section A.
5. In respect of D(ii) above **You** must take all reasonable steps to arrive at the departure point at or before the recommended time and take reasonable account of traffic conditions to ensure **You** arrive on time. If no recommended times are shown or published, **We** recommend as per the Directgov website advice which is 3 hours (long-haul and international flights), 2 hours (**European** flights) and 1.5 hours (domestic flights).
6. Any car being used has been maintained to a satisfactory standard.

**What each insured-person IS NOT covered for:**

1. Any claim caused by a strike or other circumstances if it had started or been announced before **You** purchased the trip or this insurance.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Any **Excess** detailed in the Policy Summary for D(ii) alone.
4. Anything excluded by the General Exclusion or any breach of the conditions.

---

## SECTION E – Personal Liability

**What each insured-person IS covered for:**

All sums up to the amount stated in the Schedule of Cover which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **PERIOD OF INSURANCE** resulting in :

1. The death or bodily injury to any person not being a member of **Your** family or travelling party.
2. Damage to property : (a) Not belonging to **You** or (b) In the charge of or under the control of **You** or a member of **Your** family or travelling party.

The cover provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) 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 the costs and expenses incurred by **You** with **Our** written consent. In the event of **Your death**, **Your** personal representative will receive the benefit of the cover granted by this Section.

Condition: **You** must immediately send **Us** any form of writ, summons, letter of claim or other legal document **You** receive in respect of any claim against **You**.

**What each insured-person IS NOT covered for:**

**Claims arising:**

1. Directly or indirectly out of the ownership, possession or use of any motor vehicle or any mechanically or electrically propelled aircrafts, vehicles, caravans, trailers, watercraft other than manually propelled craft. Please note: that if **You** hire a car or motorcycle whilst on **Your** trip **You** must ensure **You** obtain proper cover through the hire company, as this is not covered under this Policy (for coverage of **Car Hire Excesses**, please see Section L – **Car Hire Excess Waiver**).
2. From damage or injury caused by an animal(s) belonging to or in **Your** care or **Your** custody or control.
3. Directly or indirectly out of or incidental to **Your** Business, trade or profession.
4. Out of actions between persons on the same Policy or a direct travelling companion.
5. Directly or indirectly out of **Your** ownership or use of any land or buildings.
6. Out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract.
7. From any willful, malicious or unlawful act or the possession or use of any firearms or other offensive weapon.
8. Any incident where liability is admitted by **You** without **Our** prior consent.
9. Any **Excess** shown in the Policy Summary.
10. Anything excluded by the General Exclusions or any breach of the Conditions.

---

## SECTION F - Legal Expenses (Deluxe cover only)

**This section is underwritten and administered by DAS Legal Expenses Insurance Company Limited.**

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

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.

**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:



# Travel Insurance Policy Wording

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

## What DAS will pay

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

- a. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover **MONEY** and interest due to the **Insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

## What DAS will not pay

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

## Definitions applicable to this Section

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

### Appointed representative

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

### Costs and expenses

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

### Countries covered

Worldwide

### DAS Standard Terms of Appointment

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

### Date of occurrence

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

### Insured person

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

### Preferred law firm

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

### Reasonable prospects

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

## DAS

DAS Legal Expenses Insurance Company Limited.

## Insured incident

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

## Exclusions applying to Section 13 Also see General Exclusions

### What is not covered

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

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

# Travel Insurance Policy Wording

9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against ETI - International Travel Protection, **DAS**, **Tour Operator** or **Travel Agent**.
14. Any claim where **You** are not represented by a law firm or barrister.

## Conditions applying to Policy Section 13

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
- b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to.
3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
4. a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **DAS** has paid.
7. If there is a disagreement between the **insured person** and **DAS** about the handling of a claim and it is not resolved 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 **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other **Insurer** refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies.

# Travel Insurance Policy Wording

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 9) or by visiting [www.das.co.uk](http://www.das.co.uk)

---

## **SECTION G - Personal Property, Money & Travel Documents** (Standard & Deluxe cover only)

---

**Note** - This is an indemnity Policy, and NOT a "New for Old" replacement cost basis Policy. Please note that this is a holiday insurance Policy, and is not designed to provide coverage for very high value items – the limits for overall, and specific items, are detailed in the "SCHEDULE OF COVER" section (see **Page 3**), and also below. If **You** have items that are beyond the cover limits of this Policy, **You** may wish to consider increasing **Your** Home Contents Insurance cover (if held) to include them outside the **UK**, or taking out separate insurance to specifically cover such items. **We** will pay up to the limit(s) shown on the Schedule of Cover based on the intrinsic value of the goods at the time of the loss or damage for the following:

### **What each insured person IS covered for:**

1. After making a deduction for wear, tear and loss of value, **We** will pay for the loss, theft of or damage to property owned by **You**.
2. If **Your** baggage is delayed or lost on the **OUTWARD JOURNEY** for more than 12 hours, **We** will pay up to the overall limit stated in the Schedule of Cover, in order for **You** to buy essential items. **You** must get written confirmation of the length of the delay and keep all receipts for items purchased. **We** will deduct any payment **We** make for delayed baggage from the amount of any claim if the baggage is permanently lost.
3. If **Your Valuables** are lost, stolen or damaged whilst in the custody of the carrier, providing they have been placed in **Your** checked-in baggage at the insistence of the carrier as a security measure and this is confirmed in writing by them, **We** will pay up to the amount stated in the Schedule of Cover for **Valuables**.
4. Loss or theft of **CASH**, travellers cheques, if **You** can give **Us** evidence that **You** owned them, and evidence of their value (for persons under 18 years the limit on the loss of **CASH** is reduced see Schedule of Cover).
5. Replacement of passport, visa(s), travel coupons, travel tickets or green cards if lost or stolen. Any settlement in respect of a claim for loss of passport would be calculated according to its original 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.
6. **Golf Equipment** (subject to appropriate premium paid) is covered up to £700 in total (single item limit still applies). If **You** are temporarily deprived of **Your Golf Equipment** on the **OUTWARD JOURNEY** for more than 24 hours from the time of arrival due to

# Travel Insurance Policy Wording

the delay or misdirection of delivery **We** will pay £20 for each complete 24 hours delay up to a maximum of £200 towards the hire of alternative **Golf Equipment**.

## What each insured-person IS NOT covered for:

1. Any claim where **We** believe that **You** have not acted as if uninsured and not exercised proper and reasonable diligence in ensuring the safety and security of **Your PERSONAL BELONGING(S)**, Baggage and **MONEY**.
2. Any item loaned or hired to **You** or given to **You** for custody or safe keeping.
3. More than the amount stated in the Schedule of Cover for **Valuables**, whether jointly owned or not or any single article, pair or set of any kind, whether jointly owned or not.
4. More than £150 for prescription spectacles and prescription sunglasses, and contact lenses, corneal lenses and £100 for non-prescription sunglasses, subject to Single Article Limits stated in the Schedule of Cover.
5. More than £50 in total for any quantity of cigarettes, alcohol and/or tobacco or any combination of them, per policy.
6. Claims for damaged items where **You** do not keep the items, thus preventing **Us** from inspecting the items if so required. Any such items will become **Our** property upon finalisation of the claim.
7. Loss or theft or damage to dentures, hearing aids, prosthetic limbs, crutches and wheelchairs (unless purchased or owned by **You**), **MOBILE TELEPHONES** and accessories, and equipment samples or merchandise or property used in connection with **Your** Business or trade, entrance or admission tickets or documents of any kind, vehicles or accessories, pedal cycles, sculptures, musical instruments whilst in the custody of any person other than **You**, pictures or paintings, **SPORTS EQUIPMENTS** whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, surf boards and caravan awnings.
8. Damage to or breakage of glass or bottles and the consequences thereof or to china, perishable goods or other articles of a brittle or fragile nature.
9. The electrical or mechanical **BREAKDOWN** of any insured item.
10. Loss or damage arising from wear and tear, depreciation or deterioration, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical **BREAKDOWN** or derangement, or by leakage of powder or fluid from containers carried in **Your** baggage. Damage to items such as suitcases, leather jackets and overcoats where the items are still usable (for example can still hold luggage, or are still waterproof).
11. Loss or damage to property shipped as freight or sent by post.
12. Loss or damage to loaned or rented property or items, except when covered under Section K - Business Extension applies.
13. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
14. Loss or theft unless **You** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and have obtained a written Police report.
15. Loss or damage of property whilst in the custody of the carrier such as an airline unless **You** report the matter to them within 12 hours and obtain a Property Irregularity Report.
16. Loss or theft of property from an **UNATTENDED** motor vehicle (by forced and/or violent entry), unless the items are not **Valuables** as defined in this policy and are stored in a locked boot or glove compartment and the loss or theft is confirmed by a police report, hire car company or motor **Insurers** report, where relevant and the loss or theft occurs between the hours of 9.00am and 9.00pm only.
17. Theft of or damage to property left **UNATTENDED** other than as stated in 16 above or unless in **Your** securely locked trip accommodation AND there is evidence of forced entry verified by a Police report.
18. Loss or theft or damage to **Valuables** whilst in a suitcase, holdall, bag or similar receptacle outside **Your** immediate control unless it is held in a safety deposit box or safe, or is there at the insistence of the carrier and confirmed in writing by them.
19. Loss or theft of **CASH** which is not carried on **Your** person (unless it is held in a safety deposit box or safe).
20. Loss or theft or damage to travellers cheques if **You** have failed to comply with any conditions or requirements imposed by the issuer or where the issuer provides a replacement service.
21. Claims for property more specifically insured elsewhere.
22. Claims for loss of or damage to jewellery whilst at or in a water activity area (considered to be the sea, beach, river, lake, swimming pool or waterpark), or whilst participating in any of the **HAZARDOUS ACTIVITIES** (see the "**HAZARDOUS ACTIVITIES AND WINTER SPORTS**" section (see **Page 7-8**)), other than wedding rings.
23. Shortages on **MONEY** due to error or omission or fluctuation in exchange rates.
24. Telephone calls and/or travelling costs other than those necessarily incurred in obtaining a replacement passport.
25. Any losses for items exceeding the value of £75 the purchase price of which cannot be substantiated (for example with a receipt or bank statement); the overall limit for all such items being £300 in total.
26. Any claim for household goods or home contents, not considered by **Us** to be a Personal belonging (see the "**POLICY DEFINITIONS**" section (see **Page 5-7**)).
27. Any **EXCESS** as stated in the Policy Summary.
28. Anything excluded by the General Exclusions or any breach of the Conditions.
29. Samples, merchandise or property used in connection with **Your** business or trade, entrance or admission tickets or documents of any kind, except when cover under Section K – Business Extension applies.

## SECTION H - Disaster Recovery (Deluxe Cover only)

(See Schedule of Cover - subject to correct premium paid.)

Where **You** are unable to return on **Your** scheduled **RETURN JOURNEY**, due to a Disaster Recovery as specified below, the policy will automatically extend free of charge, until **You** have returned to the **UK** at the earliest possibility (subject to the specific conditions and requirements of this Policy section).

### What each insured-person IS covered for:

Up to the limit stated in the Schedule of Cover should **You** be forced to move from **Your** pre-booked and pre-paid accommodation as a result of avalanche, fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, tsunami, volcanic activity or medical epidemic which is confirmed in writing by local or national authority, for irrecoverable travel or accommodation costs necessarily incurred to continue with **Your** trip, or if the trip cannot be continued, for **Your** return to the **UK**.

### What each insured-person IS NOT covered for:



# Travel Insurance Policy Wording

1. Any expenses following **Your** disinclination to travel or continue with **Your** trip when official directives from local or national authority state it is acceptable to do so.
2. Any costs or expenses payable by or recoverable from the **Tour Operator**, airline, hotel or other providers of services.
3. Anything excluded by the General Exclusions or any breach of the Conditions.

---

## SECTION I - Hijack, Kidnap and Mugging (Deluxe Cover only)

---

Where **You** are unable to return on **Your** scheduled **RETURN JOURNEY**, due to **Hijack or Kidnap or Mugging**, the policy will automatically extend free of charge, until **You** have returned to the **UK** at the earliest possibility (subject to the specific conditions and requirements of this Policy section).

**What each insured-person IS covered for:**

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

If **You** are prevented from reaching **Your** scheduled destination(s) as a result of **Your Kidnap or of the Hijack** of the aircraft or ship in which **You** are travelling, **We** will pay **You** :

£50 for the first full 24 hours of detention or delay and £50 for each subsequent full 24 hours up to the maximum stated in the Schedule of Cover.

**Provided that:**

1. Compensation is payable only if no claim is made under Section A (see page 14)
2. **You** must produce a report from the relevant official authority.
3. Subject to General Exclusion 6 (see the "GENERAL EXCLUSIONS REGARDING ALL SECTIONS OF THE POLICY" (see **Page 13-14**)
4. None of the General Exclusions or any breach of the Conditions excludes or invalidates the claim.

**B. Your hospitalisation following a Mugging**

If **You** sustain actual bodily injury as a result of a **Mugging** attack during the **PERIOD OF INSURANCE** resulting in medical treatment necessitating inpatient admission to an overseas hospital, **We** will pay **You** a benefit of £50 per complete 24 hours **You** are hospitalised up to a maximum stated in the Schedule of Cover, subject to the incident being reported to the Police within 24 hours and a Police report being obtained.

**What each insured-person IS NOT covered for:**

1. This benefit if a claim has been made under Section B.5 (see page 15-16)
2. Any ransom or other amount or property paid in relation to **Your** release following **Your Kidnap or Hijack**.
3. Any claim not supported by a written police report.
4. Any claim arising from **You** being under the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse.
5. **Your** intentional self-injury or **Your** willful exposure to peril or **Your** deliberate or negligent acts.
6. Anything excluded by the General Exclusions or any breach of the Conditions.

---

## SECTION J - Withdrawal Of Service (Deluxe Cover only)

---

**What each insured-person IS covered for:**

A payment of £15 per complete 24 hours if **You** suffer **Withdrawal of Service** continuously for at least 60 hours during **Your** trip up to the maximum stated in the Schedule of Cover.

**What each insured-person IS NOT covered for:**

No benefit is payable:

1. Where cover commences within 4 weeks of the departure date of **Your** trip.
2. As a result of **strike or industrial action** existing on the date of the Insurance or the trip was purchased.
3. For withdrawn services which were not part of **Your** pre-paid package deal.
4. Unless supported by written confirmation from the **Tour Operator** or hotel to substantiate **Your** claim.
5. If anything in the claim is excluded by the General Exclusions or any breach of the Conditions.

---

## SECTION K - Business Extension (Deluxe Cover only)

---

**What each insured-person IS covered for:**

1. Personnel Replacement : Reasonable and necessary return travel and accommodation expenses, up to the limit shown on the Schedule of Cover, incurred for a **Business Associate** to travel to **Your** place of Business overseas to attend to **Your** planned, essential and unavoidable Business duties, if in the event of **Your** injury or illness, a doctor certifies that **You** are unable to attend.
2. Business Documents and Records : To indemnify **You** up to £200 in all in respect of the cost of replacing or restoring Business documents, records and samples, being the property or responsibility of the Insured Person following loss or damage during the **PERIOD OF INSURANCE**.

**What each insured-person IS NOT covered for:**

1. Any exclusion as detailed under "SECTION G: Personal Possessions, **MONEY** & Travel Documents" (see **Page 20-21**) that is also applicable to Section G Personal Possessions, **MONEY** & Travel Documents, except when cover under Section K - Business Extension applies.
2. Any **EXCESS** as stated in the Schedule of Cover.
3. Anything excluded by the General Exclusions or any breach of the Conditions.

---

## SECTION L – CAR HIRE EXCESS WAIVER (Deluxe cover only)

---

**What each insured-person IS covered for:**

The cost of the Policy **Excess** charged by the **Car Hire Insurance** taken out with the **RENTAL VEHICLE** company, in the event of a claim resulting from the following: damage to the insured **RENTAL VEHICLE** due to collision, fire, vandalism, theft or loss, and including



# Travel Insurance Policy Wording

damage to the windows, tyres, roof and undercarriage of the insured **RENTAL VEHICLE**, and towing costs relating to the loss or damage, or loss of use of the insured **RENTAL VEHICLE**.

**What each insured-person IS NOT covered for:**

1. Any claim where **You** have not met the terms and conditions of the Vehicle Rental Agreement.
2. Any claim where **You** are not in direct control of the insured **RENTAL VEHICLE**.
3. Any claim where **You** do not possess a full **UK** driving licence.
4. Any claim where **You** are driving while unfit to do so, or against any medical advice, or while **You** are taking medication that advises against driving.
5. Any specialist or non-standard **RENTAL VEHICLE**, such as a sports car, high-performance car or classic car.
6. Any non-licensed vehicle, and any vehicle not considered to be (and not licensed as) a passenger motor car, including but not limited to motor homes, commercial vehicles, mini-buses, trailers and caravans, and any vehicle with more than 9 seats.
7. The use of the **RENTAL VEHICLE** for anything other than recreational or business use as a passenger car, such as competitions, rallies or trails.
8. Damage or loss of the contents of the vehicle that do not belong to **You** (such as any property installed and owned by the Rental company, car manuals and accessories such as first aid and tool kits).
9. The use of the **RENTAL VEHICLE** whilst not on a Public Highway, or recognised official public Road Traffic Area.
10. **Your** incorrect usage of the **RENTAL VEHICLE**, such as filling the fuel tank with the incorrect fuel type.
11. Any other vehicles other than the **RENTAL VEHICLE**.
12. Loss or damage to the **RENTAL VEHICLE** arising from wear and tear, depreciation or deterioration, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin.
13. Any expenses incurred other than the specific charge for the Policy **Excess** under the Car Hire Insurance under the terms and conditions of the **Vehicle Rental Agreement**, resulting from damage or loss to the insured **RENTAL VEHICLE** as described under "What each insured-person IS covered for:" above.
14. Any Vehicle **Rental Agreement** that has commenced prior to the issue of this Policy.
15. Any claims exceeding the Policy Limits stated under the Schedule of Cover.
16. Anything excluded by the General Exclusions or any breach of the Conditions.

## Optional - SECTION M :WINTER SPORTS (Deluxe cover only)

Please note if **You** have paid the additional premium for Advanced **WINTER SPORTS** cover, then any sports listed under the **HAZARDOUS ACTIVITIES** List B, that are also classified as **WINTER SPORTS**, do not require **You** to pay a further additional premium for the **HAZARDOUS ACTIVITIES**. However, if **You** wish to participate in **WINTER SPORTS** and are also doing other "NON-Winter Sport" activities shown under List C & D then **You** MUST pay a further additional premium to cover **HAZARDOUS ACTIVITIES**.

### 1. Level 1 - Basic cover :

**What each insured-person IS covered for:**

#### a) Ski Equipment

- i) Loss or theft of or damage to Ski Equipment belonging to **You** up to the amount stated in the Schedule of Cover, (no single article or set of articles being insured for more than £150), subject to **You** keeping **Your** damaged equipment for **Our** inspection following **Your** return to the **UK**.
- ii) If **You** are temporarily deprived of **Your** Ski Equipment on the **OUTWARD JOURNEY** for a period of more than 12 hours from the time of arrival at the trip destination due to delay or misdirection in delivery, **We** will pay £10 for each complete 12 hours delay up to a maximum of £100 for the hire of alternative equipment. **You** must keep all hire receipts, tags and baggage labels and **You** must obtain a Property Irregularity Report from **Your** airline or other carrier confirming the length of delay.
- iii) If **You** are deprived of **Your** own Ski Equipment following loss or theft of or damage, **We** will pay for the necessary hire of replacement Ski Equipment up to the amount stated in the Schedule of Cover.

Please note that **We** calculate how much **We** pay **You** for **Your** own Ski Equipment based on a depreciation rate of 20% per year.

#### b) Ski Pack

- i) **We** will pay **You** up to the amount stated in the Schedule of Cover for the proportional amounts of irrecoverable charges **You** have paid or contracted to pay before the trip departure date for Ski Equipment hire, lift passes and ski school costs, and cannot recover, if during the period of **Your** trip **You** are prevented from skiing for more than 48 hours following **Your** bodily injury or illness sustained during the period of **Your** trip. **You** must submit to **Us** a medical certificate from a qualified Medical Practitioner in the resort area in support of **Your** claim.

**What each insured-person IS NOT covered for:**

1. Any exclusion as detailed under "SECTION G: Personal Possessions, **MONEY** & Travel Documents" (see **Page 20-21**) that is also applicable to Section G Personal Possessions, **MONEY** & Travel Documents, except when cover under Section K - Business Extension applies.
2. Any **EXCESS** as stated in the Schedule of Cover.
3. Anything excluded by the General Exclusions or any breach of the Conditions.
4. Any Claim where **We** feel that **You** have not acted as if uninsured and exercised proper and reasonable diligence in ensuring the safety and security of **Your** Ski Equipment or hired Ski Equipment.
5. Claims for damaged Ski Equipment where **You** do not keep the items, so that they can be sent to **Us** at **Your** expense.
6. Loss or theft unless **You** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and have obtained a written Police report.
7. Loss or damage to Ski Equipment whilst in the custody of the carrier such as an airline unless **You** report the matter to them and obtain a Property Irregularity Report.
8. Loss or theft of Ski Equipment from an **UNATTENDED** motor vehicle unless from a locked boot or Ski storage holder or glove compartment and occurs between the hours of 9 a.m and 9 p.m.

# Travel Insurance Policy Wording

9. Theft of property left **UNATTENDED** other than whilst in **Your** securely locked trip accommodation AND there is evidence of forced entry verified by a Police report or from a secure area designated for the storage of Ski Equipment.
10. Any **EXCESS** as stated in the Schedule of Cover.
11. Anything excluded by the General Exclusions or any breach of the Conditions.

## 2. Level 2 - Advance (includes Level 1)

What each insured-person IS covered for:

### a) Piste Closure

In the event of adverse snow conditions which result in total closure of all skiing facilities in **Your** resort **We** will pay **You** up to £20 per day to pay for transportation costs to the nearest available resort where there are adequate snow conditions OR compensation of £20 per day in the event there is no suitable alternative resort, up to the maximum shown in the Schedule of Cover. **You** MUST obtain a written report confirming the piste closure from the resort authorities.

### b) Avalanche

Up to £150 for reasonable additional travel and accommodation expenses (room only) if **Your** Outward or RETURN JOURNEY is delayed beyond the scheduled arrival time, as a direct result of an avalanche and this causes **You** to miss **Your** booked flight, train or sea crossing.

What each insured-person IS NOT covered for:

1. No benefit is payable if **You** are able to obtain compensation from any other source.
2. Any payment for **Piste Closure** outside the period 14 December to 14 April in any **PERIOD OF INSURANCE**.
3. Compensation if the resort area booked by **You** does not have any skiing facilities above 1600 metres.
4. Compensation unless **You** get a letter from the relevant authority or **Your Tour Operator** confirming the event.
5. Anything excluded by the General Exclusions or any breach of the Condition

## USEFUL ADVICE BEFORE You TRAVEL:

- ✦ Check the Foreign and Commonwealth Office's (FCO) travel advice, which can be viewed online at [www.fco.gov.uk/foreign-travel-advice](http://www.fco.gov.uk/foreign-travel-advice) or telephone them on 0845 850 2829, also check the **War and Risk Zones** link on **Our** website, for the **Insurers** latest travel advice. • Check that the cover in **Your** Travel Insurance Policy is appropriate for **You** (and any medical conditions **You** may have) and any activities **You** wish to participate in.
- ✦ It is important to respect local laws, customs and traditions in the country **You** are travelling to – often these are different to those in the **UK**. **Your TRAVEL AGENT**, or a guidebook or on-line information may be able to provide further information for **You**.
- ✦ Always ensure **You** have all necessary travel documentation (such as valid passports, and any visas **You** require), as well as ensuring **You** have had all necessary vaccinations within the necessary time required before travelling, and whether **You** need to take extra health precautions.
- ✦ To ensure **You** are protected in the event of bankruptcy of **Your TRAVEL AGENT** or Transport Provider, they must be members of the Association of British Travel Agents (ABTA) or the Air Travel Organisers' Licensing scheme (ATOL) – their websites are <http://www.abta.com/home> and [www.caa.co.uk/atol-protection/](http://www.caa.co.uk/atol-protection/), respectively.
- ✦ Take copies of all **Your** personal and travel documentation (such as **Your** passport, Insurance Certificate and Policy Wording, flight details and travel itinerary) and leave those copies with family and friends – please also ensure **You** advise **Your** family and friends where **You** are travelling to, and will be staying, what **You** are planning to do, and provide them with contact details where possible (such as hotel telephone numbers, and e-mail addresses).
- ✦ Ensure **You** have enough **MONEY** for **Your** trip including some emergency funds, such as travellers' cheques and Sterling or US Dollar currency.

## WHILST ON YOUR TRIP

- ✦ Check the water quality (with **Your Tour Operator**, guidebook, on-line advice etc) and if advised, ensure **You** only drink bottled water or boil any water or use purification tablets prior to drinking.
- ✦ Check all food is freshly and hygienically prepared and thoroughly cooked in a clean facility.
- ✦ Ensure **You** take adequate measures to protect **Yourself** from the Sun's rays and use protection as advised / required.
- ✦ If **You** need to contact the police (for loss or theft), please do so (and obtain a report) within 24 hours – or if returning to the **UK**, please report to the nearest **UK** police upon **Your** return Home.
- ✦ Keep all receipts and documents for any additional costs **You** incur for which **You** may need to claim.

## USEFUL CONTACT DETAILS

- ✦ Claims: Please contact **ERV Claims** weekdays between 9.00 am and 5.00pm. Telephone +44 (0) 1403 788 983 & Email [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk). Address : **ERV** Insurance Services, PO Box, Mansfield, Nottinghamshire, NG19 7BL. Claims should be notified as soon as possible but no later than 30 days after the **Insurance Event**. (please also see the "USEFUL CONTACT INFORMATION" (see **Page 2**) and "**WHAT TO DO IF AN INCIDENT HAPPENS AND You MIGHT WANT TO MAKE A CLAIM**" - (see page 12)
- ✦ Medical Screening: telephone **01784 772 670** (Mon – Fri 09:00 – 17:15) (please also see the "USEFUL CONTACT INFORMATION" section (see **Page 2**) or the "**CHANGE IN YOUR CIRCUMSTANCES**" section ( see **Page 11**).
- ✦ Medical Treatment / Emergency Assistance: THE EMERGENCY MEDICAL ASSISTANCE SERVICE assistance company:
- ✦ CALL 24 HOUR EMERGENCY MEDICAL ASSISTANCE SERVICE : Helpline: 0044 1444 454 577
- ✦ For Emergency Medical Service in the **USA, Canada and Mexico** : Helpline : +1 844 780 0494
- ✦ If **You** are calling from within the **UK**, please use the following numbers :
  - Helpline: 01444 454 577
  - Fax: 01444 45 45 22

(please also see the "MEDICAL TREATMENT (OR EMERGENCY ASSISTANCE)" sections (see **Page 11-12**)).

- ✦ **Insurer:** The Manager, ETI – International Travel Protection (ERV **UK**), Afon House, Worthing Road Horsham, RH12 1TL (please see the "POLICY DEFINITIONS" and "HOW TO COMPLAIN" sections (see **Page 5-7** and **Page 9-10** respectively)

# Travel Insurance Policy Wording

- ★ **Complaints:** The Financial Ombudsman Service: Exchange Tower, London E14 9SR.
- ★ FCO Travel Advice: can be viewed online at [www.fco.gov.uk](http://www.fco.gov.uk) or telephone them on 0845 850 2829, or see the link on our website, also check the **War and Risk Zones** link on **Our** website, for the **Insurers** latest travel advice.
- ★ **Passport Advice:** telephone 0300 222 0000
- ★ Airline / Tour Operator Claims: **European** Commission Mobility & Transport: website: [http://ec.europa.eu/transport/passengers/air/air\\_en.htm](http://ec.europa.eu/transport/passengers/air/air_en.htm)

(Depending on where **You** are, the British Consulate / British Embassy may be able to provide information, advice or assistance – please check their numbers with **Your TRAVEL AGENT / Tour Operator/Representative** or local facilities.)

## CLAIMS AGAINST THE AIRLINE AND/OR TOUR OPERATOR

Please note that in ADDITION to the cover provided by **Our** Policy, **You** may ALSO be entitled to claim from the airline or tour operator, in the following circumstances:

**A. AIRLINES :** Under the **European Union** (EU) Travel Directive, **You** may be entitled to claim for compensation from the airline, should any of the following occur:

- ★ **You are not permitted to board Your flight, or Your flight is cancelled:**

If, having checked-in for **Your** flight on time, **You** are not permitted to board due to there being too many passengers for the number of seats available on the aircraft, or should **Your** flight be cancelled, then the airline operating the flight is required to offer **You** financial compensation.

- ★ **There are delays to Your flight:**

If **Your** flight is delayed for 2 hours or longer, the airline is required to offer **You** meals, refreshments, hotel accommodation and communication facilities. If **Your** flight is delayed for more than 5 hours, the airline is also required to offer to refund **Your** air fare. (Please note that should **Your** flight be delayed for 12 hours, **You** MAY be entitled to claim Section D (i) - Travel Delay under **Our** Policy – please see the “SECTION D: Travel Delay & Missed Departure” section (see **Page 16-17**) \*.)

- ★ **Your baggage is delayed, lost or damaged:**

If **Your** checked-in baggage is delayed by the airline (or their baggage handlers), **You** must submit a claim to the airline within 21 days of **You** receiving **Your** baggage.

If **Your** checked-in baggage is damaged or lost by the airline (if they are an EU airline), **You** must submit a claim to them within 7 days.

(Please note that **You** may also be entitled to claim for the above, under Section G – Personal Property – see “SECTION G: Personal Property, **MONEY** & Travel Documents” section (see **Page 20-21**) \*.)

(\* Please note that under the “GENERAL EXCLUSIONS REGARDING ALL SECTIONS OF THE POLICY” (see

insured **Page 13-14**), “4. Under Sections A, B, D, E, F, G, K, L & M in respect of any claim where the event leading to the claim is by any other existing Policy or Policies, except in respect of any amount within the terms of this Policy but beyond that which is payable under such other Policy or Policies.”)

- ★ **You are injured or die in an accident:**

- Should **You** be injured in an accident whilst on a flight (with an EU airline), **You** can submit a claim for damages from the airline.

- Should **You** die as a result of these injuries, **Your** family may submit a claim for damages from the airline on **Your** behalf.

(Please note that **You** may also be entitled to claim for the above, under Section C – Personal Accident – please see the “SECTION C: Personal Accident” section (see **Page 16**))

**B. TOUR OPERATORS :** Should **You** not receive the services **You** have booked:

If the **Tour Operator** fails to provide the services **You** have booked in advance, such as flights or a part of **Your** pre-booked package holiday, **You** may submit a claim for damages from the **Tour Operator**.

### FOR FURTHER INFORMATION:

Please note that any such claims AGAINST the airline and/or **Tour Operator** are **NOT** handled by **Ourselves**, and **You** should refer to or contact the **European** Commission Mobility & Transport on the following website, for further information:

[http://ec.europa.eu/transport/passengers/air/air\\_en.htm](http://ec.europa.eu/transport/passengers/air/air_en.htm)

### CLAIMS FOR PROPERTY OTHER THAN THOSE AGAINST THE AIRLINE AND/OR TOUR OPERATOR

Property that is damaged, lost and/or stolen may be covered by a Home Contents Insurance (if held), depending on the coverage provided by such a Policy. Please check with the relevant Home **Insurer** to confirm this – please also note that such claims may have an effect on future premiums with the Home Insurer.

Remember to take this policy booklet with **You** when **You** travel .....