

Single Trip and  
Annual Multi Trip  
Travel Insurance  
**Policy booklet**

## Axiom Travel Insurance

Welcome to Axiom Travel Insurance underwritten by ETI - International Travel Protection the **United Kingdom** branch of Europäische Reiseversicherung A.G., (ERV) an Ergo Group Company incorporated and regulated under the laws of Germany, (ETI) 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 (PRA), and subject to limited regulation by the Financial Conduct Authority (FCA) and the PRA. Details of the extent of our regulation by the PRA, and the FCA, are available from us on request. Our PRA, and FCA registration number is 220041.

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

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

The **policy**, 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.

## Useful telephone numbers

ETI Emergency Medical Assistance	Tel	+44 (0)1444 454 540
General Claims (non-emergency)	Tel	+44 (0)1403 788 983

## Important Questions relating to health and the acceptance of your insurance

Please consider these questions **very** carefully in relation to **you** and **your** travelling companions to be insured by **us** and others upon whose health **your** trip may depend

- 1) Are **you** or **your** travelling companions travelling or planning to travel:
- a) against medical advice?
  - b) to obtain medical treatment?

YES

NO

- 2) Are **you** or **your** travelling companions waiting for tests or test results for any undiagnosed condition(s)?

YES

NO

- 3) At any time during the last 5 years have **you** or **your** travelling companions been treated for alcohol or drug addiction?

YES

NO

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

YES

NO

- 5) Do **you** or **your** travelling companions have any unspent convictions for fraud, theft or malicious damage?

YES

NO

- 6) Are **you** or **your** travelling companions currently aware of any circumstances which are likely to lead to a claim being made under this **Policy**?

YES

NO

- 7) Are **you** or **your** travelling companions aware that a **relative**, a **close business associate**, someone with whom **you** are going to stay, or any other person on whose health **your** trip might depend has a **medical condition** which might lead to cancellation or curtailment of the **trip**?

YES

NO

- 8) In the 5 years prior to the date **your** insurance was arranged or renewed, or the date **your** trip was booked (for an annual multi-trip policy) have **you** or **your** travelling companions suffered from, been treated for or diagnosed with:

- a) a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like?
- b) a lung or respiratory-related condition (not including stable, well-controlled asthma when **you** or **your** travelling companions have no other medical condition)?
- c) a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack)?
- d) any form of cancer?
- e) a psychiatric or psychological condition?
- f) a terminal condition?
- g) a circulatory or renal condition or diabetes?

YES

NO

- 8) In the 2 years prior to the date **your** insurance was arranged or renewed, or the date **your** trip was booked (for an annual multi-trip policy) have **you** or **your** travelling companions:

- a) received or been on a hospital waiting list for in-patient treatment?
- b) been prescribed regular medication?
- c) required an organ transplant or dialysis?

YES

NO

**You** and **your** travelling companions are not covered under this **policy**. **You** may cancel **your policy** within the 14 day cooling off period and provided **you** have not made or intend to make a claim under this **policy** we will refund **your** premium in full. To do this please contact **your** agent. Cancellation after this time is subject to an administration fee.

Please contact **your** agent

**We** will not pay any claims related directly or indirectly to the **pre-existing medical condition** of someone **you** are going to stay with, a **relative**, a **close business colleague**, a travelling companion or anyone on whose health **your** trip may depend if **you** were aware of the medical condition at the time this **policy** was issued, renewed or extended or **your** trip was booked.

**We** will not pay any claims related directly or indirectly to **pre-existing medical conditions** unless **you** declare them to **us** and **we** accept them in writing.

**Thank you. You do not need to contact us**

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## Cover limits and applicable excesses

The main cover limits are listed below. Some sections also have additional inner limits and/or increased excesses for older **insured persons**. For example personal accident benefits vary according to the age of the **insured person** and the **personal effects** section has a **single item limit** and **valuables** limit. Each section of the **policy** will contain variations in limits and excesses - please read this **policy** booklet carefully.

SECTION	Cover	LITE		ESSENTIAL		PREMIER	
		Sums Insured per person <sup>1</sup>	Excess	Sums Insured per person <sup>1</sup>	Excess	Sums Insured per person <sup>1</sup>	Excess
1	<b>Emergency medical and repatriation expenses</b>						
	A. Medical & Emergency Expenses up to 64 yrs	Up to £2,000,000	£100	Up to £5,000,000	£75	Up to £10,000,000	£50
	Medical & Emergency Expenses 65 yrs - 69 yrs	Up to £2,000,000	£250	Up to £5,000,000	£200	Up to £10,000,000	£200
	Medical & Emergency Expenses 70 yrs +	Up to £2,000,000	£500	Up to £5,000,000	£350	Up to £10,000,000	£200
	Emergency Dental Expenses	Up to £200	£75	Up to £200	£75	Up to £1,000	£50
	B. Hospital Confinement Benefit	£0	Nil	£0	Nil	Up to £2,000 (£50 per 24hr max)	Nil
	C. Additional travel and accommodation expenses	Up to £1,000	Nil	Up to £1,000	Nil	Up to £1,000	Nil
	D. Repatriation or Evacuation Cover in the UK	Part of Section 1A (UK £1000)	Nil	Part of Section 1A (UK £1000)	Nil	Part of Section 1A (UK £1000)	Nil
	E. Funeral Expenses	Up to £1,000	Nil	Up to £1,000	Nil	Up to £3,000 (UK £1,000)	Nil
2	<b>Personal Accident<sup>2</sup></b>						
	A. Personal Accident Death	Up to £5,000 (aged 18 - 64)	Nil	Up to £10,000 (aged 18 - 64)	Nil	Up to £30,000 (aged 18 - 64)	Nil
		Up to £500 (under 18, over 64)	Nil	Up to £1,000 (under 18, over 64)	Nil	Up to £3,000 (under 18, over 64)	Nil
	B. Permanent Total Disablement	Up to £2,500 (aged 18-64)	Nil	Up to £5,000 (aged 18-64)	Nil	Up to £10,000 (aged 18-64)	Nil
		Up to £250 (under 18, over 64)	Nil	Up to £500 (under 18, over 64)	Nil	Up to £1,000 (under 18, over 64)	Nil
	C. Loss of Limb or Sight	Up to £2,500 (aged 18-64)	Nil	Up to £5,000 (aged 18-64)	Nil	Up to £10,000 (aged 18-64)	Nil
		Up to £250 (under 18, over 64)	Nil	Up to £500 (under 18, over 64)	Nil	Up to £1,000 (under 18, over 64)	Nil
3	<b>Withdrawal of Services</b>	£0	Nil	£0	Nil	Up to £300 (£15 per 24 hrs)	Nil
4	<b>Provision of Screened Blood</b>	Up to £10,000	Nil	Up to £25,000	Nil	Up to £50,000	Nil
	<b>Cancellation up to 64 yrs</b>	Up to £1,000	£100	Up to £2,000	£75	Up to £5,000	£50
5	<b>Cancellation 65 yrs - 69 yrs</b>	Up to £1,000	£250	Up to £2,000	£200	Up to £5,000	£200
	<b>Cancellation 70 yrs +</b>	Up to £1,000	£500	Up to £2,000	£350	Up to £5,000	£200
6	<b>Curtailed up to 64 yrs</b>	Up to £1,000	£100	Up to £2,000	£75	Up to £5,000	£50
	<b>Curtailed 65 yrs - 69 yrs</b>	Up to £1,000	£250	Up to £2,000	£200	Up to £5,000	£200
	<b>Curtailed 70 yrs +</b>	Up to £1,000	£500	Up to £2,000	£350	Up to £5,000	£200
7	<b>Travel Delay &amp; Disruption</b>						
	A. Travel Delay (50% if due to terrorism)	Up to £15 per 12 hrs (max £150)	Nil	Up to £15 per 12 hrs (max £150)	Nil	Up to £30 per 12 hrs (max £250)	Nil
	Abandonment after 12 hrs	Up to £1,000	£100	Up to £2,000	£75	Up to £5,000	£50
	B. Missed Departure	Up to £1,000	£100	Up to £2,000	£75	Up to £5,000	£50

Sections 8 - 16 continued overleaf

SECTION	Cover	LITE		ESSENTIAL		PREMIER	
		Sums Insured per person <sup>1</sup>	Excess	Sums Insured per person <sup>1</sup>	Excess	Sums Insured per person <sup>1</sup>	Excess
8	<b>Personal Effects</b>						
	A. Accidental loss or theft of personal effects	Up to £750	£100	Up to £1,000	£75	Up to £1,500	£50
	Single Item Limit	£200		£300		£500	
	Valuables Limit	£200		£300		£500	
	B. Accidental loss or theft of personal money and travel documents.	Up to £750	£100	Up to £1,000	£75	Up to £1,500	£50
	Cash Limit	£200		£300 (€200 under 18)		£500 (€200 under 18)	
9	<b>Luggage Delay</b>	£150 after 12 hrs	Nil	£200 after 12 hrs	Nil	£250 after 12 hrs	Nil
10	<b>Personal Liability</b>	Up to £2,000,000	Nil	Up to £2,000,000	Nil	Up to £2,000,000	Nil
	Property Damage	Up to £25,000	£250	Up to £50,000	£250	Up to £100,000	£250
11	<b>Hi-jack kidnap and mugging</b>						
	A. Hijack and kidnap expenses - Daily benefit	£0	Nil	Up to £10,000 Up to £500 (£100 per 24 hrs)	Nil	Up to £10,000 Up to £500 (£100 per 24 hrs)	Nil
	B. Mugging	£0	Nil	Up to £500 (£100 per 24 hrs)	Nil	Up to £500 (£100 per 24 hrs)	Nil
12	<b>Catastrophe</b>	Up to £350	Nil	Up to £500	Nil	Up to £500	Nil
13	<b>End of supplier failure insurance</b>	Up to £2,000	Nil	Up to £2,000	Nil	Up to £2,000	Nil
14	<b>Legal Costs &amp; Expenses</b>	Up to £25,000	Nil	Up to £25,000	Nil	Up to £25,000	Nil
SECTION	Cover	Sums Insured - per person <sup>1</sup>				Excesses	
15	<b>Golf cover (optional)<sup>3</sup></b>						
	A. Loss of golf equipment - Single item limit	Up to £1,500				£75	
		£250					
	B. Hire of golf equipment	Up to £375 (£75 per 12 hrs)				£75	
	C. Loss of green fees	Up to £375 (£75 per 12 hrs)				£75	
	D. Hole in one	Up to £50				Nil	
16	<b>Winter sports (optional)<sup>3</sup></b>						
	A+B. Winter sports equipment	Up to £500				£75	
	C. Hire of replacement ski equipment	Up to £375 (£75 per 12 hrs)				£75	
	D. Ski pack	Up to £750				£75	
	E. Piste closure	Up to £300 (£20 per 24 hrs)				Nil	
	F. Travel delay due to avalanche	Up to £100				Nil	

1. Except where specifically varied in the **policy**.
2. If several **insured persons** are involved in the same event **our** aggregate limit shall not exceed £2,000,000 unless otherwise agreed in writing. If the aggregate limit is reached this amount will be allocated in proportion to **our** liability to each **insured person**.
3. Subject to receipt of an additional premium.

## Important notes

The **insurer** wishes to bring to **your** attention some of the important features of **your** travel insurance **policy**. All the words and phrases in bold have special meanings and are defined under **Words with special meanings** (see page 9).

### Complaints

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

### Conditions and exclusions

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

### Cooling off period

**You** may cancel this policy within 14 days of its issue (providing **you** have not commenced the **insured trip**) and, subject to **you** not having made or intending to make a claim, a full refund of premium will be made.

### Fraudulent claims

The making of a fraudulent claim is a criminal offence.

### Governing law

The law applicable to where **you** reside in the **United Kingdom** governs **your policy**. This **policy** is only available to **United Kingdom** residents.

### Hazardous activities and sports

The **policy** will not cover **you** when **you** take part in any **hazardous activities and sports**. (Please refer to pages 39, 40 and 41 for information about which leisure activities are covered and excluded.)

### Health

The **policy** contains conditions relating to the health of the people travelling and others upon whose well-being the **insured trip** may depend. Please refer to page 8 of the **policy** booklet.

### Medical expenses

This **policy** does not provide private healthcare unless specifically approved by the **assistance company**.

### Personal effects claims

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

### Policy excess

Claims under most sections of the **policy** will be subject to a **policy excess**. Where there is a **policy excess you** will be responsible for paying the first part of each claim.

### Policy limits

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

### Reasonable care

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

## Pre-existing medical conditions

It is very important that **you** read and understand the following exclusions as they affect all **insured persons** and the cover provided by this **policy**. The **insurer** may be able to offer cover provided that **you** contact the agent who **you** purchased **your** insurance from.

### This policy does not cover any claim:

1. arising from an **insured person's** known but undeclared **pre-existing medical condition** which could reasonably be expected to give rise to a claim.
2. directly or indirectly resulting from an **insured person** suffering from or having been treated for or diagnosed with any of the following medical conditions in the 5 years before the **insured trip**:
  - a. a cardiovascular or heart related condition (heart attack, angina, chest pain, hypertension and the like)
  - b. a lung or respiratory related condition (not including stable, well-controlled asthma, and **you** have no other medical condition)
  - c. a circulatory or renal condition, diabetes or cancer whether in remission or not
  - d. a stroke, or TIA (Transient Ischemic Attack) or other cerebrovascular condition
  - e. a psychological or psychiatric condition such as stress, anxiety, depression, dementia, malaise or fatigue (burn out syndrome)
  - f. a terminal condition.
3. arising from any **pre-existing medical condition** for which an **insured person** in the last 2 years:
  - a. is taking or has been told to take regular prescribed medication
  - b. is taking prescribed medication for chronic and/or recurring conditions
  - c. has required an organ transplant or requires dialysis
  - d. is receiving or on a waiting list for in-patient hospital treatment
  - e. should have sought medical advice before beginning the **insured trip** or is travelling against the advice of a **medical practitioner**
  - f. was under investigation when the **policy** was

issued, renewed or extended or the **insured trip** was booked

- g. knows will require medical treatment during the trip or is travelling specifically to get medical treatment abroad.

4. arising from a medical condition of someone with whom **you** were going to stay, a **relative**, a **close business colleague**, a travelling companion or anyone on whose health **your** trip may depend if **you** were aware of the medical condition at the time **your policy** was issued, renewed or extended or **your** trip was booked.

## Changes in your circumstances after buying this policy

**If there are any changes in the medical conditions mentioned under Pre-existing medical conditions above or new ones arise after you have bought this policy and before you book or go on the trip, you must tell the agent who you purchased your insurance from.**

Where the **insurer** agrees to cover the medical condition, this will only be valid if advised in writing and this document should be kept safely with **your policy** documents.

**You** will be responsible for any costs incurred in obtaining any medical reports the **insurer** requires. If the **insurer** is unable to continue to provide cover under Section 1 -Emergency medical and repatriation expenses and Section 5 - Cancellation, they will refund the premium **you** have paid in order to allow **you** to source alternative insurance or they will cover the costs incurred to date in respect of loss of deposits and/or cancellation charges.

If **you** fail to contact the agent within 7 days of the date of **your** becoming aware of any change of circumstances, **you** will be responsible for any increased costs incurred by the **insurer** as a result of the delay in cancelling **your** trip. The **insurer** 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 a claim.



## Words with special meanings

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

### Assistance company

ERV's Assistance company, appointed for the purpose of handling 24/7 emergency assistance.

### Bodily injury

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

### Cash

Valid coins, bank and currency notes.

### Catastrophe

Avalanche, explosion, earthquake, fire, flood, hurricane, lightning, medical epidemic, storm, tempest, tsunami and volcanic activity.

### Close business colleague

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

### Consent

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

**Your** warranty that, **your** spouse or partner and any other children aged 16 and above to be insured on the **policy**, have given their agreement; and

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

### Curtailed

Returning to **your** home or place of business in the **United Kingdom** before the scheduled return dates of the **insured trip**.

### Cyber-terrorism

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

### Europe

**United Kingdom**; Continent of Europe west of the Ural Mountains; any other country or island with a Mediterranean coastline; the Azores, Canary Islands, Republic of Ireland, Iceland and Madeira.

### Family and couple

The **insured** and married spouse or civil partner or couples (including same sex) who have been cohabiting partners for more than 6 months and their unmarried dependent children (including adopted, foster and step-children) under 18 or, if still in full-time education, 23. Children are only covered when travelling with **you** or **your** husband, wife or partner.

### Golf equipment

Golf Clubs, bags, trolleys, apparel and clothing.

### Hazardous activities and sports

Any pursuit or activity where it is recognised there is an increased risk of serious injury or which can be reasonably expected to aggravate any existing disability or infirmity. (See page 39 for a list of excluded **hazardous activities and sports**.)

### Hijack

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

### Illness

A sudden and unexpected deterioration in health not caused by **bodily injury**.

### Insurance event

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

### Insured/insured person/you/your

Any person named on the **policy schedule** who is eligible to be **insured** and for whom premium has been paid.

### **Insured trip**

A trip commenced and ended from or within the **United Kingdom** during the **policy period** and which includes pre-booked travel arrangements and overnight accommodation away from the **insured person's** normal place of residence.

For an Annual Multi Trip policy a trip that is started within the **Policy Period** is only covered until the end of the **Policy Period** unless the **Policy** is renewed prior to expiry.

### **Insurer/we/our/us**

ETI International Travel Protection, Afon House, Worthing Road, Horsham RH121TL, the United Kingdom branch of Europäische Reiseversicherung A.G., (ERV) an Ergo Group Company. In Section 13 **Insurer/we/our/us** refers to International Passenger Protection Limited and in Section 14 **Insurer/we/our/us** will mean DAS Legal Expenses Insurance Company Limited.

### **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.

### **Loss of limb or sight**

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

### **Medical practitioner**

A qualified medical physician, not being an **insured person** or a **relative** of the **insured person**.

### **Mugging**

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

### **Nuclear, chemical or biological terrorism act**

The use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced

toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause **illness** and/or death in humans, animals or plants.

### **Permanent total disablement**

Disablement resulting in an **insured person's** permanent and absolute inability to attend any profession, business or gainful occupation of any kind.

### **Personal effects**

Baggage, clothing, other articles normally worn used or carried by **you**, suitcases and other containers taken on, or acquired during, an **insured trip** by an **insured person** (but excluding **personal money**) and which are owned by **you** including **valuables** and gifts purchased outside the **United Kingdom**.

### **Personal money**

Credit, debit or charge cards, cheques, travellers cheques, **cash**, bonds, money orders, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **insured person**.

### **Policy excess**

The amount of money that will be deducted by the **insurer** from a **claims** settlement under certain sections of the **policy**. If **you** use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no **policy excess** will apply under Section 1, Cover A (Emergency medical and repatriation expenses).

### **Policy period**

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

### **Policy schedule**

The document which gives details of the **insured person(s)**, **policy period**, premium payable, **policy excess(es)**, endorsements applicable and the cover provided in the geographical area by this **policy**.

### **Policy/policy wording**

This document, containing full details of the cover provided plus the conditions and

exclusions that apply. The **policy** must be read in conjunction with the **policy schedule**. Please read your **policy** carefully.

### Private Accommodation

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

### Pre-existing medical condition

Any disease, **illness** or injury for which:

- **you** have received medication, advice or treatment; or
- **you** have experienced symptoms whether the condition has been diagnosed or not.

Please see **Important Notes** and **Important questions relating to health, activities and the acceptance of your insurance**.

### Relative

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

### Single item limit

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

### Sports equipment

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

### Strike or industrial action

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

### Terrorism

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

### United Kingdom

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

### Valuables

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

### War risks and civil hazards

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

### Withdrawal of services

The withdrawal of all water or electrical services in **your** prepaid accommodation or waiter/waitress service at meals or of kitchen services of such nature that no food is served or room cleaning services provided.

### Winter sports equipment

Ski boots, bindings, skis, snowboards and ski poles.

### Worldwide

Anywhere in the world.

## Policy information

### The policy wording

The **policy wording** tells **you** exactly what is and is not covered, how to make a claim and other important information.

### Policy schedule

The **policy schedule** shows important details

including **your** premium amount and details of **insured persons** who are covered by this **policy**. Please keep it with the **policy wording**.

### Your Duty of Disclosure

It is **your** responsibility to provide complete and accurate information in response to **our** questions when **you** take out **your** insurance policy, and throughout the life of **your policy**. See **important questions relating to health and the acceptance of your insurance**.

It is important that **you** ensure that all statements **you** make on the application form, claim forms and other documents are full and accurate.

Please note that if **you** fail to provide complete and accurate information in response to **our** questions or fail to inform **us** of any change in circumstances, **your policy** may be invalidated and part or all of a claim may not be paid.

### Reciprocal health agreements

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

## General policy conditions

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

### Age limitation

Cover does not extend to any person aged 79 or over at the start of the **policy period**.

### Cancelling the policy

**You** may cancel this **policy** within 14 days of its issue (provided **you** have not started an **insured trip**) and, subject to **you** not having or intending to make a claim, a full refund of premium will be made. If **you** choose to cancel and a claim has been made or the **insured trip** has started, **you** will not be entitled to any

premium refund. **We** may cancel this **policy** by giving **you** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **your** last known address. If **we** do, the premium **you** have paid for the rest of the current **policy period** will be refunded pro rata.

### Start of cover

Cover for cancellation, (see Section 5) starts on the "Cover Start Date" (issue date for single trip policies) shown on **your policy schedule** or from the date the **insured trip** is booked (whichever is later) and terminates with the start of the **insured trip**. In respect of all other cover in the **policy**, cover starts from the effective date when **you** leave **your** usual place of residence to start the **insured trip**, and continues until the time of **your** return to **your** usual place of residence or business on completion of the **insured trip**.

### Family members

**Family** members are only insured under this **policy** if they are named on the **policy schedule** and the appropriate premium has been paid. Children are only covered when travelling with **you** or **your** spouse or partner.

### Maximum duration

The maximum duration of any one **insured trip** is 60 days on an Annual Multi Trip Policy and 180 days on a Single Trip Policy.

No cover shall be provided for any part of any trip under an Annual Multi Trip Policy where **your** intended trip exceeds the maximum permitted duration of 60 days.

### Medical examination

In the event of a claim **you** may be required to submit yourself to a medical examination and/or deliver or arrange delivery of a medical declaration / copy of a medical report issued by the **medical practitioner**.

### Third party contracts act

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

### Transferring your interest in the policy

**You** cannot transfer **your** interest in this **policy** to anyone else.

### War risks and civil hazards

The **policy** covers the **insured person** provided **you** are not in Active Service/Taking Part (see general policy exclusions) and:

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

## General policy exclusions

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

**We** will not pay for a loss of any kind that does not arise as a direct and foreseeable result of an **Insurance Event** including, without limitation, loss of profit, business contracts or anticipated savings. In addition **we** will not pay for liabilities, losses, costs, claims or expenses directly or indirectly occasioned by, happening through or as a consequence of:

### Active service/Taking part

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

### Aviation

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

### Criminal acts

Any criminal act deliberately or intentionally committed by an **insured person**.

### Cyber-terrorism

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

### Decompression

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

**Default:** the negligence, error or omission of:

- (a) the **Insured Person**; or
- (b) any provider of transport or accommodation; or
- (c) any agent or online booking service through whom travel arrangements were made; or
- (d) any **close business colleague**
- (e) any relative

### **Depreciation**

Depreciation, wear and tear and currency exchange losses.

### **Disinclination**

Unwillingness or refusal to travel.

### **Hazardous Activities**

Any claim arising out of participation in a hazardous activity.

### **Manual work**

Manual work involving:

- (a) lifting
- (b) the repair, maintenance, operation or use of plant machinery, power tools or motor vehicles.
- (c) construction
- (d) any work above or below ground level.

### **Mental illness**

Incidents arising out of psychological or psychiatric disorder or whilst suffering from any condition of anxiety, stress or depression diagnosed prior to an **insured trip**.

### **Other indirect loss**

Any other loss connected to the event **you** are claiming for, unless **we** provide cover as detailed in this **policy**.

### **Pre-existing medical conditions**

Any disease, **illness** or injury for which:

- **you** have received medication, advice or treatment; or
- **you** have experienced symptoms whether the condition has been diagnosed or not.

### **Pressure waves**

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

### **Radiation and explosives**

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

### **Rescue**

Air and/or sea search and rescue.

### **Self-injury**

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

### **Terrorism**

- a. when the incident is covered by government or public authority compensation
- b. leading to cancellation or **curtailment** due to fear of travelling.
- c. in the form of a nuclear, chemical or biological **terrorism act**
- d. in areas which are regarded by the **insurer** 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.

### **War risks and civil hazards**

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

See - [www.fco.gov.uk](http://www.fco.gov.uk)

### **Winter Sports**

Any claim arising out of participation in winter sports unless optional winter sports cover has been purchased, is shown on **your policy schedule** and the appropriate additional premium has been paid.

## Claims conditions

### Fraud

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

### Making a claim

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

### Claims Forms (Non-emergency)

Visit **our** Website to download a claim form and information sheet: [www.erv.co.uk/claims](http://www.erv.co.uk/claims) or call +44 (0) 1403 788 983 or email: [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk)

### Medical and medical-related expenses and repatriation

- 1) For outpatient claims download a claim form from [www.erv.co.uk/claims](http://www.erv.co.uk/claims) (or request one from ERV Claims Service), which **you** should fill in and send to ERV Claims Service, together with receipts for any medical costs **you** may have had to pay yourself such as prescription charges and the like. If **you** receive treatment as an outpatient **you** can wait until **you** return home to send **us your** claim. **You** must obtain and provide **us** with original receipts.
- 2) If **you** are admitted to a hospital or clinic as an in-patient, **our** Assistance Company must be notified immediately on + 44 (0)1444 454 540, before incurring expenses and in any event within 48 hours. **You** should provide them with:
  - (i) **Your** name, age and Policy number
  - (ii) A contact telephone number for **you**
  - (iii) The name and contact details of the hospital or clinic including a telephone number
  - (iv) A description of the medical problem
- 3) If **you** are travelling within the European Economic Area and carrying the European

Health Insurance Card, **you** should use the Card to reduce the claim. If **you** do so the **policy excess** will not apply.

### Cancellation or curtailment

If **you** cancel **your** trip for medical reasons, obtain a claim form from ERV Claims Service or download one from **our** website [www.erv.co.uk/claims](http://www.erv.co.uk/claims). **Your** own **medical practitioner** (GP) should complete the certificate/declaration on the claims form. If the holiday is curtailed for medical reasons, obtain a medical certificate from the treating **medical practitioner** in the locality where the incident occurred.

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

### Travel delay and disruption

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

### Personal Effects/Possessions

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

- 4) **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
- 5) Contact ERV Claims Service on **your** return to obtain a claims form or download one from **our** website [www.erv.co.uk/claims](http://www.erv.co.uk/claims).
- 6) **You** must retain and produce at **your** own expense all receipts, reports and documentary evidence required by **us** to support **your** claim.

### End Supplier Failure claims

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to: IPP Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent ER4 0PR

Tel +44 (0)208 776 3752  
Fax +44 (0)208 776 3751  
Email [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)  
Web [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

### Legal costs and expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.

Tel +44 (0)117 934 0548

### For all other claims

Please contact ERV Claims Service weekdays between 9.00am and 5.00pm

ERV Insurance Services, PO Box 9, Mansfield, Nottinghamshire NG19 7BL

Tel +44 (0)1403 788 983  
Email [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk)

Claims should be notified as soon as possible and, in any event, no later than 30 days after the **insurance event**.

### No interest

No interest shall be added to any claims payments.

### Other insurance

If any **insured person** claims under this **policy** for something which is also covered by another insurance policy or by credit card insurance, the **insured person** must provide ERV Claims Service with full details of the other insurance policy. **We** will only pay **our** pro rata share of any claim apart from a personal accident claim, which will be paid in full.

### Rights and responsibilities

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

In case of **illness** or **bodily injury we** may approach any **medical practitioner** who may have treated **you** during the period of three years prior to the claim and **we** may at **our** own expense, and upon reasonable notice to **you** or **your** legal personal representative, arrange for **you** to be medically examined as often as required, or, in the event of death, have a post mortem examination of **your** body. **You** will supply, at **your** own expense, a **medical practitioner's** certificate in the form required by **us** in support of any medical-related claim under the **policy**.

## Complaints

**We** aim to provide the highest service standards at all times however, if for any reason **you** are not satisfied, **we** would like to hear from **you**. The procedure below has been put in place to ensure that **your** concerns are dealt with promptly and fairly. Please remember to quote **your** name as shown on **your** current **policy schedule** and the policy number or the claims number in all correspondence and telephone calls.

If **you** are dissatisfied with any aspects of **your** insurance **you** should contact  
Axiom Underwriting, First Floor, Orchard House,  
Westerhill Road, Coxheath, Maidstone ME17 4DH.

### Complaints Procedure

Please write to

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



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

Section 13 - End Supplier Failure please forward details of **your** complaint to:

The Customer Services Manager, International Passenger Protection Ltd., IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR.

Fax 020 8776 3751

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

Section 14 - Legal Costs and Expenses, please forward details of **your** complaint to DAS by:

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

If the matter still cannot be resolved to **your** satisfaction, **you** have the right to refer to: The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567

The Financial Ombudsman Service can only deal with **your** claim after **you** have followed the full complaints procedure.

## Section 1 - Emergency medical and repatriation expenses

This section of the **policy** sets out the cover provided if an **insured person** sustains actual **bodily injury** or suffers **illness** on an **insured trip** outside the **United Kingdom** (unless specifically covered below). The **insurer** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured per **insured person** in total per **insured trip** as shown in the **policy schedule** which are necessarily incurred in respect of the following:

### A. Emergency medical and transportation expenses as a direct result of bodily injury or illness

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

and additional accommodation during recuperation.

4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain, up to the sum insured shown in the **policy schedule**.

## Exclusions applying to Section 1

### A. What is not covered

1. Admission to a private hospital/clinic unless approved by the **assistance company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury or illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any costs arising from **your** normal pregnancy, without any accompanying **bodily injury, illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the **Insured trip**.
8. Costs of medical treatment provided in the **United Kingdom**.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **your** return to the **United Kingdom**.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by the **insurer** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet use.

13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious material.
15. Repair/replacement of prosthetic limbs and/or hearing aids.
16. The **policy excess** except in the case of **you** having used the European Health Insurance Card to reduce the claim. Please refer to **your policy schedule**.
17. Anything mentioned in the General Exclusions.

### B. Hospital confinement benefit

Cover is provided for each complete 24-hour period as shown in the **policy schedule** that **you** are admitted to a hospital as an inpatient or held in compulsory quarantine outside the **United Kingdom** up to the sum insured shown in the **policy schedule**.

### C. Additional travel and accommodation expenses

As a result of the hospitalisation of an **insured person**, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort such **insured person** or similar expenses for a travel companion staying with **you**. Cover limit applicable to sub section C 1 - C 5 up to £1,000.

1. Reasonable transport and accommodation expenses (room only) of one **relative** or friend required on medical advice and authorised by the **assistance company** to travel to **you** and/or remain with **you**, up to £100 per day.
2. The **insurer's** travel insurance for a person summoned or a travel companion staying with **you**.
3. Reasonable additional travelling expenses incurred by **you** in returning to **your** home address.
4. Reasonable additional accommodation expenses (room only) incurred by **you** beyond the number of days pre-booked in the event of serious injury or **illness** for which a claim is admitted under A "Emergency medical and repatriation expenses" above.
5. Cover in the **United Kingdom** applies but is limited to £1,000.

## Exclusions applying to Section 1

### C. What is not covered

1. Any expense incurred by an escort summoned under this **policy** if the **insured person** is to be repatriated or released from the hospital/clinic within three days unless the hospitalised **insured person** is less than 19 years of age.
2. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury** or **illness** to which the claim refers.
3. The **policy excess** as shown in the **policy schedule**.
4. Anything mentioned in the general exclusions.

### D. Repatriation or evacuation of the insured person as a consequence of a sudden illness, an accident or serious assault.

Cover limit applicable to sub section D 1 - D 3 up to the sum insured shown in the **policy schedule**.

1. Costs of **your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by the **insurer** provided **you** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by the **insurer** required on medical advice to escort **you** back to the **United Kingdom**.
3. Repatriation to the **United Kingdom** of accompanying **Family and couple** members where an **insured person** has been hospitalised or has died.
4. Cover in the **United Kingdom** applies but is limited to £1,000.

## Exclusions applying to Section 1

### D. What is not covered

1. Any costs of repatriation or evacuation as a result of **you** taking part in any excluded **hazardous activities and sports** including dangerous expeditions or from an area which is considered by the **insurer** to be a **war risk and civil hazard** area.
2. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury** or **illness** to which the claim refers.
3. Anything mentioned in the general exclusions.

### E. Funeral expenses and body repatriation

1. Cost of returning **your** body or ashes to **your** home address and/or the cost of cremation or burial in the country where death occurs, up to the sum insured shown in the **policy schedule**.
2. Return Travel and reasonable accommodation (room only) expenses for one **relative** to travel out and accompany the remains, up to £1,000.
3. Cover in the **United Kingdom** applies but is limited to £1,000.

## Exclusions applying to Section 1

### E. What is not covered

1. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury** or **illness** to which the claim refers.
2. Anything mentioned in the general exclusions.

## Additional conditions applying to Section 1

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

## Section 2 - Personal accident

This section of the **policy** sets out the cover the **insurer** provides in total per **insured trip** to each **insured person** up to the sum insured shown in the **policy schedule**, who sustains **bodily injury** as a sole and direct result of an accident during the **insured trip** giving rise within 12 months of the accident to:

### A. Death

1. Persons aged 18 to 64 years - 100%
2. Persons under the age of 18 years or over the age of 64 - 10%

### B. Permanent Total Disablement

1. Persons aged 18 to 64 years - 100%
2. Persons under the age of 18 years or over the age of 64 - 10%

### C. Loss of Limb or Sight

1. Persons aged 18 to 64 years - 100%
2. Persons under the age of 18 years or over the age of 64 - 10%

### Additional conditions applying to Section 2

- a. Compensation for **permanent total disablement** or **loss of limb or sight** will be paid to the **insured person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- b. Disablement is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **insurance event** causing **bodily injury**.
- c. It is a condition for payment of disablement compensation under B and C above that the **insured person** is alive on the date of payment.
- d. **We** will not pay any benefits solely because the **insured person** is unable to take part in sports or pastimes.

- e. If an **insured person** disappears but no death certificate has been issued, **we** will wait for a suitable period of time during which **we** will consider all available evidence and if **we** have no reason to suppose other than that death has occurred as a result of an accident, **we** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **us**.
- f. Any disablement compensation that has been paid in connection with an **insurance event** resulting in death will be deducted from the sum insured for death.
- g. The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **permanent total disablement**.
- h. A pre-existing disablement does not entitle the **insured person** to any higher assessment of compensation than if such disablement had not previously existed.
- i. If several **insured persons** are involved in the same **insurance event** **our** aggregate limit shall not exceed £2,000,000 unless otherwise agreed in writing. If the aggregate limit is reached this amount will be allocated in proportion to **our** liability to each **insured person**.
- j. The **insured person** (or in the case of death, the deceased's personal representatives or next of kin) must provide **us** with satisfactory medical and other information or allow **us** access to full medical records and/or death certificates as requested.

### Exclusions applying to Section 2

#### What is not covered

- a. Any **insurance event** arising as a consequence of a nuclear, chemical or biological **terrorism** act
- b. Any Personal Accident risks which are a consequence of **terrorism** in areas which are regarded by the **insurer** as a **war risks and civil hazards** area

- c. Any **insurance event** arising from **your**:
  - i. being the driver, rider or passenger of a quad bike, all terrain vehicle or motorcycle when **you** are not wearing a crash helmet, whether legally required locally or not
  - ii. **your** participation in any excluded **hazardous activities and sports**.
- d. Anything mentioned in the general exclusions.

## Section 4 - Provision of screened blood

This section of the **policy** sets out the cover the **insurer** provides in total per **insured person**, not exceeding the sum insured shown in the **policy schedule** in total per **insured trip** in the event of the emergency medical need of screened blood to be forwarded for the treatment of an **insured person** during an **insured trip**.

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

1. Cost and charges of such provision up to the sum insured shown in the **policy schedule**.

## Section 3 - Withdrawal of services

This section of the **policy** sets out the cover the **insurer** provides in total per **insured trip** to an **insured person**, not exceeding the sum insured shown in the **policy schedule**.

**A. Where a withdrawal of services has occurred continuously for more than 24 hours during your insured trip and an alternative arrangement has not been made by the accommodation or service provider, we will make a payment for each complete 24 hour period during which services are withdrawn in accordance with the policy schedule.**

## Exclusions applying to Section 4

### A. What is not covered

1. Supplies needed as a result of elective surgery, chronic blood disorders, or self-injury.
2. Anything mentioned in the general exclusions.

## Exclusions applying to Section 3

### A. What is not covered

1. **Strike or industrial action** which existed, had been announced or could have been known about on the date this insurance was purchased or renewed or the trip was booked.
2. Services that were not part of **your** pre-paid package unless supported by written confirmation from the tour operator or hotel to substantiate **your** claim.
3. Anything mentioned in the general exclusions.

## Additional conditions applying to Section 4

The existence of any medical emergency necessitating screened blood will be determined by the treating **medical practitioner** in conjunction with the authorised **medical practitioner** of the **assistance company** taking into account the medical condition of the **insured person** and the safety of local supplies.

## Section 5 - Cancellation

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, following necessary and unavoidable cancellation of an **insured trip**.

**A. All travel charges that you have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the insured trip that you are necessarily required to cancel as a result of:**

1. **Your** accidental **bodily injury** or **illness** or death (or that of a **relative**, a **close business colleague** or a friend with whom **you** have arranged to travel or stay).
2. **You** or any person with whom **you** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military and/or jury service or as a witness in a court of law (except as an expert witness in a professional capacity) during the period of the **insured trip**.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **you** intend to travel provided that such notice of redundancy is advised to **us** within 14 days of its announcement.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at such private dwelling occurring at any time after **we** have accepted this insurance.

### Exclusions applying to Section 5

**A. What is not covered**

1. Any cancellation arising from circumstances that could reasonably have been anticipated at the time **you** booked **your insured trip**.
2. Any costs arising from **your** normal

pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described..

3. Any cancellation following **your** disinclination to travel or to continue with the **insured trip** or **your** loss of enjoyment of the **Insured trip**.
4. Any cancellation as a consequence of **terrorism** including **your** fear of travelling.
5. Any cancellation of an **insured trip**:
  - i. due to the fear of an epidemic or pandemic
  - ii. by the travel organiser
  - iii. where **your** carrier has refused to allow **you** to travel.
6. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **your insured trip**.
7. Any charges in respect of the **insured trip**:
  - i. for which there is no contractual liability; or
  - ii. which are recoverable elsewhere.
8. Any costs of expenses arising from a **catastrophe**.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel organiser.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A)
12. Any claim arising from a psychological/mental **illness** suffered by **you** or a **relative** whether travelling or not.
13. The **policy excess** as shown in the **policy schedule**.
14. Anything mentioned in the general exclusions.

## Additional conditions applying to Section 5

**You** are obliged to immediately advise **us** of any changed circumstances which become apparent after the date of issue of the **policy** and before the start of any **insured trip** during the **policy period** which **you** could reasonably foresee as likely to give rise to a claim under the **policy**. The **insurer** reserves the right to alter the terms of insurance in the light of such changed circumstances. The **insurer** will, subject to the terms, conditions and exceptions, indemnify **you** in respect of loss of deposits or charges that **you** have necessarily incurred up to the date **you** advise **us** of such changed circumstances.

## Section 6 - Curtailment

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, following necessary and unavoidable **curtailment** of an **insured trip**.

### A. All reasonable additional travel expenses incurred by you in returning to your home address in the United Kingdom where such return is urgently necessitated by

1. The death, serious **illness** or severe injury of **your relative** or **close business colleague**, where such **relative** or **close business colleague** is resident in the **United Kingdom**.
2. **Your kidnap** or the **hijack** of the scheduled public transport in which **you** are travelling.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **you** intend to travel provided that such notice of redundancy is advised after **your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at such private

dwelling occurring at any time after the start of the **insured trip**.

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

## Exclusions applying to Section 6

### A. What is not covered

1. Any **curtailment** of a **insured trip** that was started prior to the **policy period** unless declared to and accepted by **us**.
2. Any **curtailment** as a consequence of **terrorism** including **your** fear of travelling
3. Any **curtailment** of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office has issued a recommendation "not to travel" after **your** departure from the **United Kingdom**.
4. Any costs arising from **your** normal pregnancy, without any accompanying **bodily injury, illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
5. Any expense following **your** disinclination to travel or to continue with **your insured trip** or **your** loss of enjoyment of the **insured trip**.
6. Any expense arising from circumstances that could reasonably have been anticipated at the time **you** booked or started **your insured trip**.
7. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail the **insured trip**.
8. Any charges in respect of the **insured trip**:
  - i. for which there is no contractual liability; or
  - ii. which are recoverable elsewhere.

9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. The **policy excess** as shown in the **policy schedule**.
12. Anything mentioned in the general exclusions.

Cover will be limited to 50% of the sum insured.

#### B. Missed departure and catching up with your scheduled itinerary

Disruption of an **insured person's** scheduled travel itinerary due to the failure or delay of any pre-booked public transport, to the trip destination point.

This section does not apply to trips within the **United Kingdom**.

#### Additional conditions applying to Section 6

- a. If the **insured trip** is curtailed due to **your** accident or **illness**, a **medical practitioner** at the resort or the nearest town must confirm that the **curtailment** was medically necessary.
- b. All **curtailment** costs must be authorised in advance by the **assistance company**.

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured as shown in the **policy schedule**) to the original booking, necessarily incurred to reach the booked destination.
2. Any travel delay as a consequence of **terrorism** will be limited to 50% of the sum insured.

### Section 7 - Travel delay and disruption

#### Exclusions applying to Section 7

##### A&B What is not covered

1. Travel delay caused by **strike** or **industrial action** that started or had been announced or could have been known about before the purchase of this insurance or before **your insured trip** was booked.
2. Any costs of expenses arising from a **catastrophe**.
3. Costs or charges for which the airline or the provider of transport or accommodation will compensate **you**. **You** should seek compensation for flight delay in the first instance from the airline under EU Regulation No 261/2004 "Airline Passenger Rights"
4. Circumstances that could reasonably have been anticipated at the date the **policy** was purchased or renewed or the **insured trip** was booked.
5. The **policy excess** is payable in respect of abandonment after 24hrs of delay.
6. Anything mentioned in the general exclusions.

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip**, not exceeding the sum insured shown in the **policy schedule**.

#### A. Travel delay on the outward and return journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which the **insured person** is scheduled to travel

1. The amount as shown on **your policy schedule** for each full twelve-hour period that **you** are delayed or
2. The full deposit or cancellation charges (non-recoverable) if, after 12 hours delay to **your** outward journey from the **United Kingdom**, **you** choose to abandon the **insured trip**. Such compensation cannot exceed the sum insured for Section 5 - Cancellation.
3. Travel delay as a consequence of an act of **terrorism** in the resort **you** were staying.



## Additional conditions applying to Section 7

Each **insured person** must:

- a. take all reasonable steps to complete the scheduled journey on time.
- b. check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
- c. comply with minimum check-in and connecting times.
- d. allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
- e. obtain written confirmation from the public transport provider if **you** miss **your** departure due to the failure or delay of the means of public transport on which **you** were travelling.
- f. apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".

## Section 8 - Personal effects

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip** not exceeding the sum insured and limits shown in the **policy schedule**, for the loss, damage or theft of **personal effects**.

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

### A. Accidental loss, damage or theft of personal effects

The **insurer** will, pay the intrinsic value of items at the time the loss occurred, subject to the **insurer** not paying more than the sum insured in total or more than any **single item limit** and **valuables** limits set out in the **policy schedule**. The cover is limited to £50 for spectacles.

## Exclusions applying to Section 8

### A. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
  - a. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging
  - b. due to atmospheric or climatic conditions
  - c. during any process of cleaning, dyeing, repairing or restoring
  - d. to **sports equipment** while in use
  - e. due to mechanical or electrical breakdown or derangement
  - f. to any items being shipped as freight or under a bill of lading
  - g. to **personal effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - h. to prosthetic limbs and/or hearing aids.
  - i. to any **valuables**, fragile articles or electronic equipment in baggage or in transit outside **your** personal control.
4. Any loss of unattended items left in a public place, or at your lodgings unless in securely locked **private accommodation**, or loss from an unattended vehicle unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry..
5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
6. The **policy excess** as shown in the **policy schedule**.
7. Anything mentioned in the general exclusions.

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

The **insurer** will pay up to the sum insured shown in the **policy schedule**, subject to the cash limit, for accidental loss or theft of **personal money**, passport, flight tickets and other travel documents belonging to the **insured person** whilst on **your** person, in a safety deposit box within a hotel or bank or whilst in securely locked **private accommodation**.

1. If the **insured person** is under the age of 18, the **insurer** will not pay more than the amount for **cash** shown in the **policy schedule**.
2. Reasonable additional costs incurred in obtaining replacement travel documents.

### Exclusions applying to Section 8

#### B. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Losses:
  - a. occurring as a result of **personal money** being packed in suitcases or similar receptacles whilst in transit outside an **insured person's** personal control
  - b. arising due to non-compliance with any of the terms of issue of any **personal money**
  - c. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained
3. Any loss of **personal money** or travel documents left unattended in a public place or at **your** lodgings unless in securely locked **private accommodation**, or loss from an unattended vehicle unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
4. The **policy excess** as shown in the **policy schedule**.
5. Anything mentioned in the general exclusions.

### Additional conditions applying to Section 8

- a. Claims for **personal money** lost by or stolen from an **insured person** will only be paid if the **insured person** reports such loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
- b. The **insurer** will only be responsible for losses of **personal money** or **cash** to the extent **you** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
- c. Original purchase receipts will be required for items of luggage, clothing and **personal effects** where these are less than one year old.

### Section 9 - Luggage delay

The **insurer** will pay up to the sum insured shown in the **policy schedule**, for a delay of more than 12 hours after the actual arrival time of the **insured person** for:

#### A. Luggage delay

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items, up to the sum insured shown in the **policy schedule**.
2. In the event that no emergency purchases are made a cash benefit of £50 is available per **insured person**.

### Exclusions applying to Section 9

#### A. What is not covered

1. Losses in respect of any **personal effects** delayed on a return journey to the **insured person's** usual place of residence.
2. Delay in the arrival of **personal effects** whilst in the custody of an airline or other carrier unless a property irregularity report has been obtained.

3. Any payment made under this section will be deducted from any subsequent payment made under Section 8 - **Personal effects.**

## Section 10 - Personal liability

This section of the **policy** sets out the cover the **insurer** provides in total, per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, in relation to personal liability.

### A. Costs and expenses for which an insured person is legally liable in a personal capacity in respect of accidents happening during the insured trip resulting in:

1. loss of or damage to material property not belonging to **you** or in the charge of or under the control of **you** or a member of **your** family or household or of a person in **your** employ or service.
2. **bodily injury**, death or disease to any third party who is not an **insured person**, a member of **your** family or household or in **your** employ or service.

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

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

## Exclusions applying to Section 10

### A. What is not covered

1. Legal liability arising directly or indirectly out of:
  - a. the **insured person's** trade profession or business
  - b. contractual liability unless such liability would have attached in any event in the absence of such contract
  - c. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravans, trailers, aircraft, model aircraft or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts
  - d. the **insured person** having transmitted disease to other persons via infection or otherwise
  - e. wilful, malicious or criminal acts
  - f. ownership, possession or use of animals or firearms
  - g. ownership of any land or buildings.
2. Any fines or other penalties.
3. Legal liability in respect of loss or damage to any property owned or held in trust by or in the custody or control of the **insured person** other than use of an hotel and other similar temporary accommodation.
4. Personal liability as a consequence of participation in a **hazardous activity and sport** unless shown as covered on page 39.
5. The **policy excess** of £250 in respect of property damage. Please refer to **your policy schedule**.
6. Anything mentioned in the general exclusions.

## Additional conditions applying to Section 10

- a. If **you** know of any **insurance event**, which may result in a claim under this section **you** must:
  - i. inform **us** in writing without delay
  - ii. send all correspondence and legal documents to **us** unanswered
  - iii. refrain from discussing liability with any third party.
- b. No admission, offer, promise, payment or indemnity may be made by **you** without **our** prior written agreement.
- c. **We** are entitled to take over the defence and settlement of any claim against **you** in **your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
- d. **We** may at **our** own expense take proceedings in **your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
- e. Where more than one **insured person** is involved in the same **insurance event**, the maximum **we** will pay is £2,000,000 in the case of liability for personal injury and £100,000 in the case of liability for property damage unless otherwise agreed. If this limit is reached, this amount will be allocated in proportion to each **insured person**.

## Section 11 - Hijack, kidnap and Mugging

This section of the **policy** sets out the cover the **insurer** will provide to each **insured person** in total, per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, in respect of

### A. The kidnap of an insured person or the hijack of the means of transport on which an insured person is travelling

Reasonable costs up to the sum insured shown in the **policy schedule** in respect of:

1. Negotiating or attempting to negotiate **your** release.
2. Security counselling from specialist

professional advisers.

3. Psychological counselling for all **insured persons**.
4. Travel and accommodation cost (room only) incurred by up to two family members when travelling to a destination near the location of the **kidnap** and/or **hijack** incident, when such incident has lasted more than seven days.
5. **Hijack/kidnap** benefit per day as shown in the **policy schedule** for each full 24 hours that an **insured person** is detained up to the maximum sum insured shown in the **policy schedule**.

### B. The hospitalisation of an insured person following a Mugging.

1. Mugging benefit per day as shown in the **policy schedule** for each day spent in hospital up to the maximum sum insured shown in the **policy schedule**.

## Exclusions applying to Section 11

### A&B What is not covered

1. Any ransom or other amount or property paid in relation to the release of a kidnapped or hijacked **insured person**.
2. Any **kidnap** or **hijack** in an area that is considered by the **insurer** to be a **war and civil hazard** area.
3. **Mugging** that does not necessitate hospitalisation.
4. Any claim not supported by a written police report.
5. Anything mentioned in the general exclusions.

## Section 12 - Catastrophe

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total, per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, in respect of

### A. The disruption of your insured trip by a catastrophe

1. Reasonable additional accommodation and travel expenses necessarily incurred

to return home, go to an alternative destination or continue to the booked destination via an alternative route in the event that **your insured trip** is disrupted by a **catastrophe**.

## Exclusions applying to Section 12

### A. What is not covered

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

Note In the event of a **catastrophe**, **your** travel insurance **policy** will be automatically extended to cover the period until **your** return to the **United Kingdom**.

## Section 13 - End Supplier Failure Insurance

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom, and is underwritten by Certain Underwriters at Lloyd's (the **Insurer**).

The **insurer** will pay up to the sum insured shown in the **policy schedule** in total for each **insured person** named on the **policy schedule** for:

1. Irrecoverable sums paid prior to **Financial Failure** of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel;

theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure or

2. In the event of **Financial Failure** after departure:
  - a. additional pro rata costs incurred by the **insured person(s)** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
  - b. if **curtailment** of the holiday is unavoidable - the cost of return transportation to the United Kingdom to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

**Financial Failure** means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

**End Supplier** means the company that owns and operates the services listed in point 1 above.

## Exclusions applying to Section 13

### What is not covered

1. Travel or accommodation not booked within the United Kingdom prior to departure.
2. Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the **insured** or widely known publicly at the date of the **insured's** application under this **policy**
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
4. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the **insured**

- has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the **insured** to claim. For example, loss due to being unable to reach **your** pre-booked hotel following the **Financial Failure** of an airline.

**Claims procedure:-** International Passenger Protection claims **only**-any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

IPP Claims Office  
IPP House, 22-26 Station Road  
West Wickham  
Kent BR4 OPR, United Kingdom

Tel +44 (0)20 8776 3752  
Fax +44 (0)20 8776 3751  
Email [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)  
Web [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

## Section 14 - Legal costs and expenses

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

### **DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol 8S1 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 8S1 6FL, Registered in England and Wales, Company Number 5417859, Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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

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

### **What DAS will pay**

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

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

### **What DAS will not pay**

In the event of a claim, if the **insured person** decides not to use the services of a **preferred**

**law firm**, the **Insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

### Definitions applicable to this Section

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

#### Appointed representative

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

#### Costs and expenses

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

#### Countries covered

Worldwide.

#### DAS Standard Terms of Appointment

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

#### Date of occurrence

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

#### Insured person

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

#### Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to

deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

#### Reasonable prospects

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

#### DAS

DAS Legal Expenses Insurance Company Limited.

#### Insured incident

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

### Exclusions applying to Section 14

#### Also see General Exclusions

#### What is not covered

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

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

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

#### Conditions applying to Policy Section 14

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. 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 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 uses of the **insured person's** personal data by DAS and members of the DAS UK Group are covered by **DAS'** individual company registrations with the Information Commissioner's Office.

## HOW DAS WILL USE YOUR INFORMATION

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

## GOT A QUESTION

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

## Section 15 - Golf cover (optional)

This section only applies if the additional premium for Golf cover has been paid and golf cover is shown in the **policy schedule**.

This section provides cover up to a maximum of 17 days in total during the **policy period**.

A golfing incident leading to a valid claim will be covered under the **policy** however no cover for **golf equipment** will be provided under Section 7 Travel Delay or Section 8 **Personal effects** where a claim is made under this section. Please see below for details of **golf equipment** cover.

This part of the **policy** sets out the cover **we** provide to each **insured person** in total, per **insured trip** not exceeding the sum insured set out in **your policy schedule**. The additional cover is subject to the general policy conditions and exclusions.

### A. Loss of golf equipment

The value or repair of any of **your own golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, which is lost, stolen, damaged or destroyed during an **insured trip**. Limited to £250 per single item, pair or set.

### B. Hire of golf equipment (£75 per day up to £375)

The reasonable cost of hiring replacement **golf equipment** as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **your own golf equipment** during an **insured trip**.

## Exclusions applying to Section 15

### A&B What is not covered

1. The hire of items under B if **you** have already repaired or replaced the same items under A.
2. Loss or theft when **you** leave **your own or your hired golf equipment** unattended or otherwise fail to exercise reasonable care for its safety and supervision.

3. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained in the event of loss, burglary or theft of **your own or your hired golf equipment**.
4. **Your own or your hired golf equipment** stolen from:
  - a. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
  - b. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
5. **Your own or your hired golf equipment** which is lost, damaged or delayed in transit, if **you** do not:
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or property irregularity report, in the case of an airline) or,
  - b. follow up in writing within seven days to obtain a written carriers report (or property irregularity report in the case of an airline), if **you** are unable to obtain one immediately.
6. Hire charges once **your golf equipment** has been returned/ delivered to **you**.
7. Loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. Claims where **you** do not apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".
9. The **policy excess** as shown in the **policy schedule**.
10. Anything mentioned in the general exclusions.

## Section 16 - Winter sports (optional)

### C. Loss of green fees (£75 per day up to £375)

An amount per day for the unused portion of **your** green fee costs paid for or contracted to be paid for before **your insured trip** commenced, where **you** do not curtail the **insured trip**, but are certified by a **medical practitioner** as being unable to play golf and use the golf facilities because of serious injury or **illness** occurring during the **insured trip** and where there is confirmation that no refund is available for the unused green fees.

#### Exclusions applying to Section 15

##### C. What is not covered

1. Claims that are not confirmed as medically necessary by the **assistance company** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities.
2. Anything mentioned under What is not covered of Section 1 – Medical emergency and repatriation expenses.
3. Anything mentioned in general exclusions.

##### D. Hole in one

A fixed benefit of £50 if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course during an **insured trip**.

**Note** This benefit will only be payable once in any game.

#### Exclusions applying to Section 15

##### D. What is not covered

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

This section applies only if the additional premium for winter sports cover has been paid and “Winter sports cover” is shown on the **policy schedule**.

Cover is provided for all amateur non-hazardous winter sports. A winter sports incident leading to a valid claim will be covered under the **policy**. However, where a claim is made under this section no cover for **winter sports equipment** will be provided under the **personal effects** policy section and avalanche travel delay will not be covered under the policy sections 5, 6 and 7. Please see below for details of **winter sports equipment** cover.

This part of the **policy** sets out the additional cover **we** provide to each **insured person**, per **insured trip**, if **you** are participating in winter sports up to the sum insured set out in **your policy schedule** in total. The additional cover is subject to the general policy conditions and exclusions.

##### A. Up to £500 for the accidental loss, damage or theft of your winter sports equipment.

The value of items owned by **you** after consideration of wear and tear; or

##### B. Up to £500 for the accidental loss, damage or theft of hired winter sports equipment.

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

##### C. Hire of Replacement Ski Equipment (£75 per day up to £375)

The reasonable cost of hiring replacement **winter sports equipment** as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **your own winter sports equipment** during an **insured trip**.

## Exclusions applying to Section 16

### A, B & C What is not covered

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

### D. Compensation for the costs of the ski pack if you are prevented from skiing for more than 48 hours following your accidental injury, bodily injury or illness sustained during your insured trip

The proportional amounts of irrecoverable charges **you** have paid or are contracted to pay up to £750 in respect of:

1. winter sports lessons.
2. hired **winter sports equipment**
3. winter sports lift-pass.

## Exclusions applying to Section 16

### D. What is not covered

1. Claims that are not confirmed as medically necessary by the **assistance company** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to participate in winter sports activities and unable to use the winter sports facilities.
2. Anything mentioned under What is not covered of Section 1 - Medical emergency and repatriation expenses.
3. Intentional self-injury.
4. Any **pre-existing medical conditions** or injury.
5. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a **medical practitioner**) but excluding those prescribed in the treatment of any addiction or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression.
6. Any other **hazardous activities and sports** considered by **us** to be hazardous (see specific exclusions list on page 41).
7. The **policy excess** as shown in the **policy schedule**.
8. Any specific exclusions applying to winter sports cover.

**E. Compensation for the costs of your ski pack if you are prevented from skiing for more than 48 hours following adverse snow conditions or avalanche which result in the total closure of all skiing facilities.**

The proportional amounts of irrecoverable prepaid charges **you** have paid or are contracted to pay in respect of unused:

1. winter sports lessons.
2. hired **winter sports equipment**.
3. winter sports lift-pass.

In addition

4. a daily sum of £20 per day up to £300 covering the transport costs of transferring **you** to an alternative resort where there are adequate snow conditions, or
5. if it is not possible to arrange transport to an alternative resort with adequate snow conditions, compensation of £20 per day up to £300 for each complete day **you** are unable to undertake **your** winter sport activities.

**Exclusions applying to Section 16**

**E. What is not covered**

1. Policies purchased within 14 days of departure unless the winter sport holiday was booked at the same time.
2. Any specific exclusions applying to winter sports cover.

**F. Travel delay due to Avalanche up to £100**

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

**Exclusions applying to Section 16**

**F. What is not covered**

1. Policies purchased within 14 days of departure unless the winter sport holiday was booked at the same time.
2. Any specific exclusions applying to winter sports cover.

**Additional conditions applying to Section 16**

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

**Specific Exclusions applying to Section 16**

**What is not covered**

These exclusions apply to all sections of winter sports cover. **You** should always read the general exclusions which apply to all sections of the **policy**.

- Hazardous winter sport activities excluded as mentioned on page 41 in the excluded winter sports list.
- Any **policy excess** that applies. Please refer to the **policy schedule**.

## Covered leisure activities

Whilst the leisure activities listed below are themselves covered by the **policy**, for some there is no cover for personal accident or personal liability, please contact **your agent** to ensure **you** are covered as the leisure activities may be subject to an additional premium.

Activity	Personal accident and personal liability covered
Abseiling	No
Amateur athletics	Yes
Angling	Yes
Archaeological digging	Yes
Archery	Yes
Badminton	Yes
Banana boating	No
Baseball	Yes
Basketball	Yes
Body boarding	No
Bowls / Ten pin bowling	Yes
Bungee jumps (three jumps)	Yes
Camel or elephant riding or trekking	No
Camping	Yes
Canoeing - Inland Waters only	Yes
Clay-pigeon shooting	No
Conservation or charity work (educational and environmental - working with hand tools only)	No
Cricket	Yes
Croquet	Yes
Cycle touring	No
Cycling	Yes
Dune and wadi bashing	No
Falconry	No
Fencing	Yes
Football	No
Go-karting	No
Golf	Yes
Gymnastics	Yes
Hand ball	Yes
Hiking (under 2,000 metres altitude)	Yes
Hiking (over 2,000 metres but under 6,000 metres altitude)	No
Hockey	No
Horse riding (not polo, hunting, jumping)	No
Hot-air ballooning	No
Husky sledge driving	Yes
Jet boating / Jet skiing	No
Jogging	Yes
Judo	No
Kayaking (up to Grade 3)	No

Activity	Personal accident and personal liability covered
Kite surfing (over water)	No
Lacrosse	Yes
Marathons	Yes
Motorcycling (under 50cc - not racing)	No
Mountain biking (not including downhill racing and extreme terrain)	Yes
Mud bugging	No
Netball	Yes
Orienteering	Yes
Paintballing (wearing eye protection)	No
Parascending (over water)	No
Passenger (in private or small aircraft or helicopter)	No
Pony trekking	Yes
Quad biking	No
Rambling	Yes
Racquetball	Yes
Roller blading (in-line skating and skate boarding)	Yes
Rounders	Yes
Rowing	No
Running (sprint and long distance)	Yes
Safari	Yes
Sand boarding	Yes
Scuba diving (unqualified) - maximum depth 9 metres and/or for less than 14 days per trip	Yes
Scuba diving (qualified)* - maximum depth 30 metres and/or for less than 14 days per trip	Yes
Sea kayaking	No
Sleigh rides (part of a Christmas experience trip to northern Europe)	Yes
Snorkeling	Yes
Softball	Yes
Squash	Yes
Surfing	Yes
Swimming	Yes
Target rifle shooting	No
Tennis / Table tennis	Yes
Trampolining	Yes
Trekking (over 2,000 metres but under 6,000 metres altitude)	No
Trekking (under 2,000 metres altitude)	Yes
Triathlons	Yes
Volleyball	Yes
Wake boarding	Yes
Water polo	Yes
Water skiing	Yes
White or black water rafting (Grades 1 - 4)	Yes
Windsurfing and yachting (racing and crewing) inside territorial waters	Yes



## Excluded hazardous activities and sports

This **policy** does not provide cover for any of the **hazardous activities and sports** listed below.

Activity	Excluded winter sports activities include the following
American football	Bobsleighing
Assault course	Freestyle skiing
Battle re-enactment	Heli-skiing
Breathing observation bubble diving	Ice hockey
Canyoning	Luging
Cliff Diving	
Coasteering	Off-piste skiing
Flying (piloting private or small aircraft or helicopter)	Off-piste snowboarding (with a leash)
Glacier Walking	
Gliding	Recreational racing
Gorge walking	Skeletons
Hang-gliding	Ski acrobatics
High diving - 10 metres or over	Ski racing or training
Horse jumping, polo and hunting	Ski stunting
Kite surfing (over land)	Snow mobiling
Martial arts	Tobogganing
Micro lighting	
Motorcycling (over 50cc)	
Mountain biking (downhill racing and extreme terrain)	
Mountain boarding	
Ostrich riding or racing	
Parachuting	
Paragliding	
Parapenting	
Parasailing	
Parascending (over land or snow)	
Rock climbing or mountaineering	
Rock scrambling	
Rugby	
Sand yachting	
Scuba diving (unqualified) - below 9 metres depth	
Scuba diving (qualified)* - below 30 metres depth	
Sea canoeing	
Shark diving	
Sky diving	
Tall-ship crewing	
Via ferrata	
White or black water rafting (grades 5 to 6)	
Zorbing	

### \*Scuba diving

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

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

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

If **you** do not hold a diving qualification, **we** will only cover **you** to dive to a maximum depth of 9 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 a scuba dive.

### Important information - Please read

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

### Full and accurate disclosure

It is **your** responsibility to provide complete and accurate information in response to **our** questions when **you** take out **your** insurance policy, and throughout the life of **your policy**. See **Your declaration: important questions relating to health, activities and the acceptance of your insurance**. It is important that **you** ensure that all statements **you** make on the application form, claim forms and other documents are full and accurate. Please note that if **you** fail to provide complete and accurate information in response to **our** questions or fail to inform **us** of any change in circumstances **your policy** may be invalidated and part or all of a claim may be not be paid.

### Fraud detection and prevention

ERV, participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud:

- check **your** identity to prevent money laundering unless **you** have provided **us** with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders
- validate **your** claims history or that of any **insured person** or property involved in the **policy** or a claim.

### Financial Services Compensation Scheme

ERV are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### Data Protection Notice

#### Consent

When **you** bought **your policy you** gave explicit **consent** for **your** personal data, and that of others insured under **your policy**, to be collected and processed by **us** in accordance with this Data Protection Notice.

#### How we use your Personal Data

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

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

### Special Categories of Personal Data

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

### Sharing Your Personal Data

**We** will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information with other companies within the **ERV** Group and with third parties who perform services on **our** behalf in administering **your policy**, handling claims and in providing other services under **your policy**. Please see **our** Privacy Policy for more details about how **we** will use **your** information.

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

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

### Your Rights

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

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

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

### Further Information

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

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

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

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