# Travel Insurance

## Insurance Product Information Document

### Company: Great Lakes Insurance SE

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Firm Reference Number 769884. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### Administered by: Towergate Travel

This policy is administered by Towergate Travel. Towergate Travel is a trading name of Towergate Underwriting Group Limited. Registered in England with company number 4043759. Registered Address: 2 Minster Court, Mincing Lane, London EC3R 7PD. Towergate Underwriting Group Limited is authorised and regulated by the Financial Conduct Authority. Our register number is 313250.

### Product: Single Trip Travel Insurance

**This document is a summary of the insurance contract. Please see the policy documents for the full cover, terms, conditions and limits of the insurance contract.**

**Policy number: IOS/22D** **Sold by: Isles of Scilly Travel**

## What is this type of insurance?

This insurance provides a package of travel insurance benefits to cover a single trip within the geographical limits and the cover dates you have chosen.

## What is insured?

- ✓ **Cancellation** – up to £500 for trips to the United Kingdom, Channel Islands, Isle of Man & Europe
- ✓ **Curtailment and loss of holiday** – up to £500 for trips to the United Kingdom, Channel Islands, Isle of Man & Europe
- ✓ **Personal accident** – up to £15,000, subject to age
- ✓ **Personal possessions** – up to £1,500
  - up to £200 any one article, pair or set of articles
  - up to £200 valuables limit
- ✓ **Personal money** – up to £200 (reduced to £50 if aged under 16)
- ✓ **Passport and other documents** – up to £200
- ✓ **Baggage delay on outward journey** – up to £100 after 12 hours
- ✓ **Missed departure** – up to £250 within the United Kingdom; not covered outside of the United Kingdom
- ✓ **Travel delay and abandonment** – £25 for the first completed 6 hours and £50 for each further completed 4 hours delay up to £75 from the United Kingdom mainland to the Isles of Scilly; £25 for the first completed 6 hours and £50 for each further completed 4 hours delay up to £75 from the Isles of Scilly to the United Kingdom mainland; or abandonment up to the sum insured shown in the **Cancellation** section above
- ✓ **COVID-19 cover** – up to £500 for trips to the United Kingdom, Channel Islands, Isle of Man & Europe trips for cancellation and curtailmen

## What is not insured?

- ✗ Some sections of the policy may be subject to an excess unless otherwise specified in your policy. This is the amount you pay when you make a claim.
- ✗ Pre-existing medical conditions that do not comply with the requirements set out in the policy wording.
- ✗ Travelling against medical advice or with the intention of obtaining medical treatment abroad.
- ✗ The policy includes restrictions regarding the health of close relatives and friends upon whom your trip may depend, even if they are not being insured by this policy.
- ✗ Certain hazardous sports and activities may not be covered under this policy – see policy wording for details.
- ✗ You drinking too much alcohol, or any form of alcohol abuse, where it is reasonably foreseeable that such consumption could result in a serious impairment of your faculties and/or judgement.
- ✗ Circumstances you were aware of before your policy was issued or journey was booked (whichever is the later) that might result in a claim.
- ✗ Medical treatment which can wait until you return home.
- ✗ Private medical treatment unless agreed by us.
- ✗ Personal possessions – 'new for old' cover only if item less than 1 years old.
- ✗ Any claim for personal possessions where you have not taken steps to prevent loss.
- ✗ Claims arising from any epidemic or pandemic as declared by the World Health Organization.
- ✗ Claims arising from or related to any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to COVID-19 claims under the COVID-19 cover section.

## Are there any restrictions on cover?

- ! Only available to residents of the United Kingdom
- ! If you are travelling within the United Kingdom you do not need to declare your medical conditions, but you must answer some questions to be covered for any medical conditions you have or have had
- ! Cover is only available for the whole duration of a booked trip to a maximum of 70 consecutive days, and cover cannot be purchased once a trip has already begun

## Where am I covered?

- ✓ The geographical regions of travel in your policy document
- ✓ You will not be covered if you travel to a country or region where the Foreign, Commonwealth & Development Office (FCDO) has advised against all travel or all but essential travel. For further details, visit **gov.uk/foreign-travel-advice**

## What are my obligations?

- You must be fit to undertake any trip to be covered under the policy
- Ensure the policy meets your needs
- You must take care to protect yourself and your property
- You must tell us as soon as reasonably possible of any event which may result in a claim
- If you need medical assistance while abroad, you must contact us before going to a medical facility (other than a pharmacy), or as soon as you can

## When and how do I pay?

You must pay when you buy the policy even if you are not travelling until a future date. You will be asked to pay in full by credit/debit card or pre-agreed payment method.

## When does the cover start and end?

Cancellation cover under single trip policies starts upon payment of premium and ends on the date of your departure. Cover under all other sections starts on the date of your departure and all cover under the policy ceases when you return home on the date of your return from your trip as set out in your booking confirmation.

## How do I cancel the contract?

If this insurance is not suitable, you can cancel this policy at any time. If you cancel within 14 days of receipt of the policy documents your premium will be refunded in full provided that you have not already taken your trip, made a claim or intend to make a claim. Please contact your issuing agent (refer to the contact details on your booking confirmation).



towergate travel

INSURANCE SPECIALISTS
TO THE TRAVEL INDUSTRY

# Travel Insurance Policy Wording

## Travel – Retail Scheme

### Single Trip

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# THE INSURANCE CONTRACT

## About Your insurance Policy

Throughout **Your Policy**, certain words have special meanings and these are listed and explained in the section 'Words with Special Meanings'. These words are highlighted in **bold** wherever they appear.

To be eligible for cover under this **Policy**, **You** must be:

**a)** In the **United Kingdom** when the **Policy** is purchased; and

**b)** Resident in the **United Kingdom**, meaning that **You**:

- Have an address in the **United Kingdom**; and
- Have lived in the **United Kingdom** for at least 6 of the last 12 months; and
- Are registered with a General Practitioner in the **United Kingdom**.

The maximum trip duration available is shown in the **Table of Benefits**.

**We** want **You** to get the most from **Your Policy** and to do this **You** should:

- Read **Your Policy** carefully and make sure **You** have the level of cover that meets **Your** needs.
- Make sure **You** have declared any **Pre-existing Medical Conditions**, excluding trips solely within the **United Kingdom**. Please check the Health Conditions section for further details.
- Contact **Us** if there are any changes to **Pre-existing Medical Conditions** or new medical conditions, excluding trips solely within the **United Kingdom**. Failure to do so may result in a claim being rejected or payment being reduced. Please check the Health Conditions section for further details.
- Make sure that **You** understand the conditions and exclusions which apply to **Your Policy** because if **You** do not meet these conditions it may affect any claim that **You** make.

Remember, no policy covers everything. **We** do not cover certain things such as:

- **Pre-existing Medical Conditions**, excluding trips solely within the **United Kingdom**. Please check the Health Conditions section for further details. (Unless the appropriate additional premium has been paid and **We** have agreed them in writing.)
- **Hazardous Activities and Sports**. **You** will not be covered when taking part in certain **Hazardous Activities and Sports**. Please see 'Appendix 1' for details.
- Uninsured losses e.g. the cost of obtaining a Police or medical report.

Each section of the **Policy** has a limit on the amount **We** will pay under that section, called the sum insured. Some sections also include inner limits e.g. for a single item or for **Valuables** in total. The sums insured and inner limits for each section are shown in the **Table of Benefits**.

Claims under most sections of the **Policy** will be subject to an **Excess**, which applies per claim per section for each **Insured Person**. Where **We** are making a claims payment to **You**, **We** will deduct the **Excess** from the payment amount. Where **We** are settling a claims invoice directly with a medical provider or other supplier, **You** will be responsible for paying **Us** the **Excess**. The amount of **Excess** per person for each section of cover is shown in the **Table of Benefits**.

The things which are not covered by **Your Policy** are stated in:

- The 'General Policy Exclusions'.
- 'What is not covered' in each section of cover.

## About Your contract

**Your Policy** is a legal contract between **You** and **Us**.

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **Your Home** is, unless otherwise agreed by **Us** in writing.

If there is any disagreement, **We** will use **Your Policy** over any other assurances or statements, unless they are confirmed in writing and form part of the **Policy**.

All communication between **You** and **Us** will be in English.

**Your Policy** is based on all the information **You** gave **Us** about **You**, the person(s) named on the booking invoice or its equivalent, who is eligible to be insured and for whom the appropriate premium has been paid, other person(s) on whom **Your** trip may depend, **Your** trip(s) and personal circumstances when **You** applied for the insurance.

## The Insurers

### Legal costs and expenses section

Insured by DAS Legal Expenses Insurance Company Limited, registered office DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number 202106).

All other sections of cover are underwritten by ERGO Travel Insurance Services Ltd (**ETI**) on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Firm Reference Number 769884. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

ERGO Travel Insurance Services Ltd (**ETI**): registered in England and Wales, company number 11091555. Authorised and regulated by the Financial Conduct Authority (registered number 805870) and registered office: 10 Fenchurch Avenue, London EC3M 5BN.

Details of the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **Us** on request.

From 1st January 2021 GLISE's details will change to:

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

## Compensation Scheme

If **You** are resident in England, Scotland, Wales or Northern Ireland, **You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme (**fscs.org.uk**) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling **0800 678 1100** or **020 7741 4100**. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

## Our part of the contract is as follows

**We** provide the cover set out in **Your Policy**. The **Table of Benefits** shows the sums insured for each section and sub-section of cover and the **Excess** that applies if **You** make a claim. This cover will only apply to the named **Insured Person(s)**, during the **Policy Period** and within the geographical limits all shown on the **Table of Benefits**.

## Your part of the contract is as follows

**You** must pay the premium for each **Policy Period**. **You** can pay the premium with a debit or credit card or any other agreed method.

## Start and end of cover

Cover for the cancellation of **Your Insured Journey** starts on the issue date and ends when **You** leave **Your Home** to start **Your Insured Journey**. All other cover under this **Policy** starts when **You** leave **Your Home** to start **Your Insured Journey** and ends when **You** return to **Your Home** to end **Your Insured Journey**, provided this is within the **Policy Period**. In the event that **You** choose to extend **Your** trip beyond the end of the **Policy Period**, all cover will end at the end of the **Policy Period**, unless otherwise agreed by **Us** in writing.

## Automatic extension of cover

In the event that **You** are forced to extend the duration of **Your Insured Journey** beyond the **Policy Period** as a result of an insured medical emergency or other insured cause, **Your** cover will be automatically extended until **You** are able to return to **Your Home** or to a medical or care facility in the **United Kingdom** (whichever is sooner).

In the event of a medical emergency abroad, **Our Assistance Company**, in consultation with the treating **Medical Practitioner**, will determine when **You** are medically fit to be repatriated. If **You** decline to return **Home** after this time, all cover will end.

When **Your** return is delayed by another insured cause, if **You** decline to return **Home** after such time as reasonable travel arrangements can be made, all cover will end.

## Cancelling or amending Your Policy

Please tell **Us** immediately if **Your Policy** does not meet **Your** requirements. If **You** cancel within 14 days of the receipt of **Your** documentation and **You** have not started a trip or made or intend to make a claim, **We** will give **You** a full refund. Following this 14 day period, **You** continue to have the right to cancel **Your Policy** at any time by contacting **Us**.

If the notice of cancellation is received outside of the 14 day cooling-off period no premium will be refunded.

**We** may cancel **Your Policy** by giving **You** 14 days' notice in writing. If this happens **We** will refund the premium **You** have paid for the rest of the **Policy Period**.

Once **Your Policy** has been cancelled **Your** cover will end and **You** will not be able to make a claim.

## Fraud

The contract between **You** and **Us** is based on mutual trust.

However, if **You** or anyone acting for **You** provides false information or documentation or withholds important information to obtain cover under **Your Policy** for which **You** do not qualify, or to obtain cover at a reduced premium, then:

- **Your Policy** may be void; and
- **We** may be entitled to recover from **You** the amount of any claim already paid under **Your Policy**; and
- **We** will not return any premium paid; and
- **We** will inform the Police and criminal proceedings may follow.

In addition, in the event that **You**, or anyone acting for **You**:

1. Makes a claim knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or damage caused by **Your**/their wilful act, knowledge or connivance; or
5. Acts in any other manner in order to gain a financial advantage to which **You** would not otherwise be entitled;

Then **We**:

- Will not pay any part of the claim; and
- Will, at **Our** option, cancel **Your Policy**; and
- Will not return any premium paid; and
- Will inform the Police and criminal proceedings may follow.

## Conditions which apply to Your Policy

**We** would like to draw **Your** attention in particular to some of the conditions **You** must meet as **Your** part of the contract. Other conditions are shown in the 'General Policy conditions', in 'Claims conditions' and within each section of cover as 'Additional conditions applying to this section'. If **You** do not meet these conditions, **We** may not pay **Your** claim.

# COMPLAINTS PROCEDURE

**You** have the right to expect the best possible service and support. If **You** have not received the service that **You** expected or **You** are concerned with the service provided, **We** would like to see things put right. To make this happen, **We** have put together a detailed complaints procedure, so **You** know exactly who to speak to in order to have **Your** complaint heard. Please refer to the following for details of who to contact, depending on **Your** individual circumstances.

## When You make Your complaint

Please provide **Your** name and a contact telephone number.

Please quote **Your Policy**/claim/reference number, and the type of policy **You** hold.

Please explain clearly and concisely the reason for **Your** complaint.

## Initiating Your complaint

**For complaints relating to Your holiday, Your holiday booking or the service provided to You by Your holiday company:**

Please contact **Your** holiday company directly.

**For complaints relating to claims:**

Please contact: **ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL, England**
Email: **contact@ergo-travel.co.uk**
Tel: **0345 074 4838**

**For complaints relating to the Legal costs and expenses section:**

Please contact: **DAS Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH**
Tel: **0344 893 9013**
Email: **customerrelations@das.co.uk**
Web: Completing a DAS online complaint form at **das.co.uk/about-das/complaints**

**For complaints relating to the wording of the Policy (excluding claims handling):**

Please contact: **The Sales Department, Towergate Travel, 3000 Hillswood Drive, Hillswood Business Park, Chertsey, Surrey KT16 ORS**
Tel: **01932 344300**

## Beyond the complaints procedure details on the previous page – referral to the Financial Ombudsman Service

If **We** have given **You Our** final response and **You** are still dissatisfied, **You** may refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** complaints procedure has been exhausted.

The Financial Ombudsman can be contacted at:

Post: **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR**
Tel: **0800 023 4567** or **0300 123 9123**
Fax: **(020) 7964 1001**
Email: **complaint.info@financial-ombudsman.org.uk**
Web: **financial-ombudsman.org.uk**

This procedure will not affect **Your** rights in law.

# HEALTH CONDITIONS

This **Policy** may not provide cover for **Pre-existing Medical Conditions**, so it is important that **You** review and respond to the questions below in order to have the full protection of **Your Policy**. If **You** do not take the appropriate action, or if **You** withhold information which **We** should reasonably be made aware of when considering the provision of cover, then **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid.

## If You are travelling within the United Kingdom

Please consider the following questions in relation to **You**, anyone to be covered by this **Policy**, or any **Colleague**:

1. Are **You** aware of any reason why **Your** trip could be cancelled or cut short, such as **Your** health or the health of a **Relative** or **Colleague** or someone with whom **You** are going to travel or stay?
2. Are **You** travelling:
   - **a)** against the advice of a **Medical Practitioner**, or
   - **b)** for the purpose of obtaining medical treatment?
3. Have **You** been given a terminal prognosis?
4. Are **You** receiving or awaiting investigation or treatment for any **Bodily Injury**, **Illness** or disease as a hospital day case or in-patient or have an undiagnosed condition or set of symptoms?

If **You** answer **YES** to any of the above 4 questions, then **Your Pre-existing Medical Conditions** will not be covered by this **Policy** and **We** are unable to extend the cover to do so. If **You** are within **Your** 14 day cooling off period and **You** decide this **Policy** is no longer suitable for **Your** needs, **You** may be entitled to a full refund of the premium paid. Please contact the holiday company that **You** purchased the **Policy** from to discuss this further.

If **You** answer **NO** to the above 4 questions, then please also proceed to questions **5** and **6** below to complete the assessment.

5. If **You** are on prescribed medication, are **Your** medical condition(s) stable and well controlled?
6. If **You** suffer from stress, anxiety, depression or any other mental or nervous disorder, have **You** received written confirmation (at **Your** cost) that **You** are fit enough to take this trip by either:
   - **a)** **Your** GP, or
   - **b)** a registered mental health professional (e.g. if **You** are under the care of a Community Mental Health Team), or
   - **c)** a consultant specialising in the relevant field?

If **You** answer **YES** to question **5** and **6** above, then **You** do not need to contact **Us** with details of **Your Pre-existing Medical Conditions**, and **Your** insurance **Policy**'s standard terms, conditions and exclusions will apply.

If **You** answer **NO** to question **5** or **6** above, then **Your Pre-existing Medical Conditions** will not be covered by this **Policy** and **We** are unable to extend the cover to do so. If **You** are within **Your** 14 day cooling off period and **You** decide this **Policy** is no longer suitable for **Your** needs, **You** may be entitled to a full refund of the premium paid. Please contact the holiday company that **You** purchased the **Policy** from to discuss this further.

## If You are travelling outside of the United Kingdom

Please consider the following questions in relation to **You**, anyone to be covered by this **Policy**, or any **Colleague**:

1. Have **You** had a medical condition that **You** presented to **Your** GP or other medical professional within the last 12 months?
2. Are **You** taking prescribed medication?
3. Do **You** have, or have **You** had any medical condition that is still requiring periodic review?
4. Are **You** awaiting any tests, treatment, investigation, referral or the results of these or have an undiagnosed condition or set of symptoms?

If **You** answer **YES** to any of the above 4 questions, please contact MediScreen on **0344 892 1698** to discuss extending cover for **Your** health conditions. If **We** can extend cover, **We** may charge an additional premium for doing so. **Your Pre-existing Medical Conditions** will not be covered, unless **You** tell **Us** about them and **We** accept them in writing, and **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid.

MediScreen's office hours are 9am to 5pm Monday to Thursday and 9am to 4pm Friday excluding Bank Holidays.

# CHANGES IN HEALTH AND OTHER CIRCUMSTANCES

**Important note:** this applies to all destinations, excluding trips solely within the **United Kingdom**.

**You** must also notify MediScreen immediately on **0344 892 1698** if there is any change in **Your** medical circumstances between the date **You** first purchased **Your** insurance **Policy** and the date **Your** holiday is due to begin. If **You** do not take the appropriate action, or if **You** withhold information which **We** should reasonably be made aware of when considering the provision of cover, then **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid. If **We** can extend cover, **We** may charge an additional premium for doing so.

If **Your** trip is solely within the **United Kingdom** then **You** must obtain a letter from **Your Medical Practitioner** confirming that **You** are fit enough to take the trip. Failure to do so may invalidate **Your Policy**.

**You** must also tell **Us** as soon as reasonably possible if **You** are no longer a resident in the **United Kingdom**.

## Reciprocal health agreements

If **You** require medical treatment during **Your** trip then in the first instance **You** must make use of any reciprocal health agreement between the **United Kingdom**, Channel Islands, or the Isle of Man and the country **You** have travelled to. In the event of liability being accepted for a medical expense that have been reduced by the use of a reciprocal health agreement then **We** will not apply the deduction of the **Excess** under Section 1: Emergency medical and repatriation expenses.

### Australia and New Zealand

If **You** require medical treatment in:

- Australia – **You** must enrol with a local Medicare office; or
- New Zealand – **You** must go to a state medical facility and present **Your** passport at the time of treatment.

If **You** are admitted to hospital, contact must be made with **Our Assistance Company** as soon as possible.

For more details please see: **nhs.uk/using-the-nhs/healthcare-abroad/healthcare-when-travelling-abroad/travelling-outside-the-european-economic-area-eea**

# REASONABLE CARE

## You must take all reasonable care to avoid or prevent Injury, Illness, loss, theft or damage

**You** must take all reasonable care to avoid or prevent **Your Illness** or **Bodily Injury** and to avoid or prevent loss, theft or damage to everything covered under **Your Policy**.

Failure to take reasonable steps to avoid or prevent **Illness**, **Bodily Injury**, loss, theft or damage will result in a deduction from any claim payment, or may result in **Your** claim not being paid.

# WORDS WITH SPECIAL MEANINGS

The following are defined terms which will have the same meaning and appear in **bold** wherever they appear in the **Policy Wording**:

**Accident/Accidental**
A sudden, unexpected, specific, violent, external, visible, chance event which occurs at a single identifiable place and time.

**Assistance Company**
An assistance provider, being a subsidiary in the ERGO Group or a third-party emergency assistance company appointed by **ETI**, which meets **ETI**'s requirements of high-quality services and capabilities.

**Bodily Injury**
An injury caused solely by an **Accident**, asphyxia, gases or vapours, immersion or submersion, self-defence or unavoidable exposure to the elements.

**Business Trip**
A journey undertaken in relation to **Your** employment or usual occupation.

**Cash**
Valid coins, bank and currency notes.

**Catastrophe**
Avalanche, earthquake, explosion, fire, flood, hurricane, landslide, tornado, tsunami, volcanic activity or outbreak of infectious disease, epidemic or pandemic.

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

**Consent**
**a)** **Your** agreement on **Your** own behalf; and,
**b)** 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
**c)** **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
**d)** **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.

**Couple**
**You** and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship.

**Curtailment/Curtail/Curtailing**
Returning to **Your Home** in the **United Kingdom** before the scheduled return date.

**Cyber-attack**
The use of disruptive activities such as hacking, worms, viruses, trojan horses, blended threats, ransomware and other malware, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of systems or infrastructure.

**ETI/We/Our/Us**
ERGO Travel Insurance Services Ltd (**ETI**) on behalf of Great Lakes Insurance SE, except for the 'Legal Costs and Expenses' section where **We**/**Our**/**Us** refers to DAS Legal Expenses Insurance Company Limited.

**Excess**
The amount of money **You** will have to pay per person per claim per section towards the cost of a claim.

**Family**
**You** and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship and up to five (in total):

**a)** unmarried dependent children (including adopted, foster and step-children) aged 17 or under (or aged 22 or under if in full-time education), living in the same household (or living away while attending full time education); and/or

**b)** if **You** are divorced or separated, **Your** natural children aged 17 or under (or aged 22 or under if in full-time education), who do not live with **You** on a permanent basis.

Children, as specified above, are only covered when travelling with **You** or **Your** cohabiting spouse or partner.

**Gadget(s)**
Mobile Phones, Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

**Golf Equipment**
Golf clubs, golf bag, non-motorised golf trolley and golf shoes.

**Hazardous Activities and Sports**
Any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing injury or condition. See 'Appendix 1'.

**Hijack**
The unlawful seizure or wrongful exercise of control, for more than 24 hours, of the aircraft or sea vessel in which **You** are travelling as a fare-paying passenger.

**Home**
**Your** principal place of residence, which is used for domestic purposes, within the **United Kingdom**.

**Illness**
A sudden, acute 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, giving rise to a claim.

**Insured Journey**
A pre-booked **Leisure** or **Business Trip** from or within the **United Kingdom**, started and ended during the **Policy Period** and which is booked through the agent shown in the **Table of Benefits**.

**Insured Person/You/Your**
Any person named on the booking invoice or its equivalent who is eligible to be insured and for whom the appropriate premium has been paid.

**Kidnap**
The unlawful holding of an **Insured Person** by a third party without the **Insured Person**'s **Consent** and whose release is subject to the fulfilment of certain conditions.

**Leisure Trip**
A journey solely for holiday or leisure purposes.

**Loss of Holiday**
On an **Insured Journey**, the number of complete days that **You** are confined to a hospital or hotel room on the orders of **Your** treating **Medical Practitioner** during the period of **Your Insured Journey**, due to **Your Bodily Injury** or **Illness**.

**Manual Work**
Manual work involving the operation of plant or machinery, the use of power tools or any work above or below ground level (except for work at floor level in a fully-constructed multi-storey building).

**Medical Practitioner**
A qualified medical physician, not being an **Insured Person**, **Relative**, **Colleague** or any other person with whom **You** are travelling or staying.

**Mugging**
A violent physical attack on **You** which causes **Bodily Injury**, involving attempted or actual theft by a person or persons not previously known to **You**.

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

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

**Policy**
The contract of insurance consisting of the **Policy Wording** and the **Table of Benefits**.

**Policy Period**
The period to which the insurance applies, being the date upon which the **Policy** was issued until the date **Your Insured Journey** was scheduled to end.

**Policy Wording**
This document.

**Pre-existing Medical Condition(s)**
Any condition which should have been declared as detailed on pages **10-11**.

**Private Accommodation**
Within a permanent building, a securely lockable room or connected series of rooms including sleeping quarters for **Your** sole private use or the sole private use of **Your** travelling party.

**Public Transport**
Any publicly licensed train, tram, bus, coach, ferry service or airline flight operated according to a published timetable.

**Relative**
**Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship, son, daughter (including adopted or foster child), mother, father, sister, brother, grandmother, grandfather, grandchild, fiancé(e) and next of kin, including the same in-law and step-relations.

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

**Single-Parent Family**
**You** and up to five (in total):
**a)** unmarried dependent children (including adopted, foster and step-children) aged 17 or under (or aged 22 or under if in full-time education), living in the same household (or living away while attending full-time education); and/or
**b)** if **You** are divorced or separated, **Your** natural children aged 17 or under (or aged 22 or under if in full-time education), who do not live with **You** on a permanent basis.

Children, as specified above, are only covered when travelling with **You**.

**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 that is carried out with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

**Table of Benefits**
A table showing the covers provided under this **Policy**, the sums insured for each cover and sub-section of cover and the **Excess** applicable.

**Terrorism/Terrorist Act**
The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system or network, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following apply:

**a)** The apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy; or

**b)** The apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or

**c)** The reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

**United Kingdom**
England, Scotland, Wales and Northern Ireland.

**Valuables**
Jewellery, antiques, articles made of gold, silver or other precious metals, precious or semi-precious stones, musical instruments, furs, watches, binoculars and **Gadgets**.

**War and Civil Unrest**

**a)** Any sort of war (whether declared or not), hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, mutiny, uprising or military usurped power, martial law, state of siege or United Nations or NATO enforcement action; or

**b)** The explosion of war weapon(s), utilisation of nuclear, chemical or biological weapons or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

# GEOGRAPHICAL REGIONS OF TRAVEL

**Please note:**
Some countries or areas are considered too dangerous for travel and **We** will not cover **You** if **You** choose to travel there. **We** define these to be areas which are subject to **War and Civil Unrest** or where the Foreign, Commonwealth & Development Office has issued "**advice against all but essential travel**" or "**advice against all travel**". **You** can find this **Foreign Travel Advice** about any country **You** are planning to travel to at **gov.uk/foreign-travel-advice**

**Area A**
**United Kingdom**.

**Area B**
Channel Islands and the Isle of Man.

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

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

**Area E**
**Worldwide including USA, Canada, Mexico and the Caribbean**
All countries of the world.

# CLAIMS CONDITIONS

## Fraud

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

## Making a claim

**You** must notify **ETI** Claims Service as soon as possible when something happens that will or might result in a claim.

## Medical examination

**You** may be required to submit yourself to a medical examination and/or deliver or arrange delivery of a medical declaration or report issued by a **Medical Practitioner**.

## For all claims

1. Check the **Policy Wording** and **Table of Benefits** to see whether the loss is covered.
2. Contact **ETI** Claims Service (open Monday to Friday, 9am to 5pm), as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.

   Post: **ETI Claims Service, PO Box 9, Mansfield, Nottinghamshire NG19 7BL**
   Email: **info@eti-services.co.uk**
   Tel: **01612 198702**

   **We** can send **You** a claim form either by post or by email or **You** can download one from **ergotravelinsurance.co.uk/coach**
3. For legal costs and expenses claims please see below.
4. **You** must obtain, keep and produce at **Your** own expense all receipts, invoices, reports and other documentary evidence required by **Us** to support **Your** claim. Original documents (not photocopies) will be required.

## For personal possessions claims and for baggage delay claims

1. If **Your** checked-in baggage is lost or damaged in transit or delayed, report to the airline, railway company, shipping line or their handling agent and get a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. **You** must report all theft or losses (except when checked-in baggage is lost by the carrier) to the Police within 24 hours of discovery and get a written Police report.
4. In the event of baggage delay, retain receipts for the purchase of essential replacement items.

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

Please call **Our Assistance Company** at any time of the day or night.

Tel: **+44 (0) 1212 962979** (if **You** are anywhere except USA, Canada or Mexico)
Tel: **+1-844-780-0494** (toll free if **You** are in the USA or Canada)
Tel: **00 1 819 780 0494** (if **You** are in Mexico)

1. Please call **Our Assistance Company** as soon as possible if **You** are admitted to a hospital or clinic for any reason or if **You** need a medical referral.
2. **You** must obtain authorisation from **Our Assistance Company** before incurring any costs or making any repatriation or evacuation arrangements. If **You** are too ill to do this yourself, someone else can do it for **You**.
3. If any costs are incurred before notification, **We** will only be liable for the costs **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
4. If **You** are travelling in a country where the **United Kingdom** has a reciprocal health agreement, **You** should use the reciprocal health agreement to reduce **Your** medical claim. If **You** do so the **Excess** will not apply to **Your** medical claim.

## For cancellation or curtailment claims

1. Contact **ETI** Claims Service as soon as **You** know that there is a possibility of **Your** trip not going ahead or having to be cut short.
2. If **You** booked **Your** trip through a tour operator or travel agency, **You** must notify them of **Your** cancellation or **Curtailment** as soon as possible.
3. Get authorisation from **ETI** Claims Service or **Our Assistance Company** before incurring any expenses in **Curtailing Your** trip.
4. If **You** cancel **Your** trip for medical reasons, **Your** GP should complete the Medical Certificate on the claim form.
5. If **You Curtail Your** trip for medical reasons, the treating **Medical Practitioner** in the locality where the **Illness** or **Bodily Injury** occurred should complete the Preliminary Medical Certificate on the claim form.

## For travel delay and abandonment claims

1. **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.
2. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for the 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.

## For legal costs and expenses claims

Contact DAS Legal Expenses Insurance Company Limited.

Post: **DAS House, Quay Side, Temple Back, Bristol BS1 6NH**
Email: **newclaims@das.co.uk**
Tel: **+44 (0) 117 934 0548**

(Please see the 'Legal Costs and Expenses' section for further details).

### No interest

No interest shall be added to any claims payments.

### Other insurance

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

### Rights and responsibilities

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

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

### ETI Claims Service (non-emergency claims)

Claims forms and general claims enquiries, Monday to Friday, 9am-5pm.

Tel: **01612 198702**

### Claims forms

Call **ETI** Claims Service or download the appropriate claim form(s) from: **ergotravelinsurance.co.uk/coach**

(For legal costs and expenses claim forms please contact DAS.)

# SECTION 1: EMERGENCY MEDICAL AND REPATRIATION EXPENSES

This section provides insurance for emergency medical expenses not covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling, such as costs covered by Medicare in Australia. It may impact **Your** claim if **You** are not registered for these schemes where they are relevant.

This is not Private Medical Insurance.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the **Table of Benefits**, in the event of a medical emergency during an **Insured Journey** as a result of **Your** unforeseen:

1. **Illness**; or
2. **Bodily Injury**; or
3. Death.

## What is covered

1. Emergency medical and repatriation expenses:
   a) Reasonable and necessary medical and hospital expenses, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
   b) Returning **You** to the **United Kingdom** provided this is medically safe and authorised by **Us** or **Our Assistance Company**; and
   c) The cost of a medical escort where this is deemed necessary by **Us** or **Our Assistance Company**, in the event of **Your** emergency repatriation to the **United Kingdom**; and
   d) The cost of the repatriation of **Your** remains or of **Your** ashes, in the event of **Your** death; and
   e) Taxi fares for **Your** travel to and from hospital, relating to **Your** admission, discharge or attendance for out-patient treatment or appointments or for the collection of medication prescribed for **You** by the hospital treating **You** and forming part of a valid claim under this **Policy**; and
   f) The cost of necessary calls by **You** to **Us** or **Our Assistance Company** or costs incurred by **You** when **You** receive calls on **Your** mobile phone from **Us** or **Our Assistance Company** for all of which **You** can provide a receipt, itemised bill or other evidence to show the cost of the call and the number dialled.
2. Hospital confinement benefit: a benefit for each complete 24 hour period that **You** are in hospital or confined to **Your** trip accommodation for medical reasons.
3. **Mugging** hospitalisation benefit: an additional benefit for each complete 24 hour period that **You** are in hospital as a direct consequence of **Mugging**.
4. Emergency dental treatment for the immediate relief of pain or for the emergency repair of dentures or orthodontic appliances to alleviate distress in eating.
5. Reasonable additional travel and accommodation expenses (room only) for:
   a) **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom** or if travelling within the **United Kingdom**, **Your Home** or local hospital (whichever is deemed appropriate by the treating **Medical Practitioner**); and

b) A travelling companion to extend his or her stay to remain with **You** and return to the **United Kingdom** with **You** or if travelling within the **United Kingdom**, to remain with **You** and return to **Your Home** or local hospital (whichever is deemed appropriate by the treating **Medical Practitioner**) with **You**; or

c) A **Relative** or friend to travel from the **United Kingdom** to stay with **You** and return to the **United Kingdom** with **You** or if travelling within the **United Kingdom**, to travel and stay with **You** and return to **Your Home** or local hospital (whichever is deemed appropriate by the treating **Medical Practitioner**) with **You**; and

d) **Your** children under the age of 18, who are travelling with **You** and are **Insured Persons** on this **Policy**, to return to the **United Kingdom**, or if travelling within the **United Kingdom** to return **Home** if **You** are incapacitated and there is no other responsible adult to supervise them. If no one is available a competent person will be provided to accompany them.

6. **Your** funeral expenses abroad or **Your** cremation expenses abroad, in the event of **Your** death.
7. **Your United Kingdom** prescription costs, solely in relation to **Your** continuing medical condition(s) the onset of which during an **Insured Journey** resulted in a valid claim under this section of **Your Policy**.
8. **Your** costs for **United Kingdom** Physiotherapy and Chiropractic Care, solely in relation to **Your** continuing medical condition(s) the onset of which during an **Insured Journey** resulted in a valid claim under this section of **Your Policy**.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**, unless the medical expense costs have been reduced by using a reciprocal health agreement or private health insurance.
2. Any claim arising directly or indirectly from a **Pre-existing Medical Condition** unless accepted by **Us** in writing.
3. Any costs arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip.
4. The cost of any medication which **You** knew **You** would need at the start of **Your** trip.
5. The cost of any treatment, surgery, investigations or tests which are not directly related to the **Illness** or **Bodily Injury** for which **You** went into a hospital or clinic abroad.
6. Any claim arising from **Your** participation in **Hazardous Activities and Sports** excluded or not listed as covered under this **Policy**.
7. Any additional costs as a result of **You** arranging or accepting single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for **Your** treatment and approved by **Us** or **Our Assistance Company** in advance.
8. Any provision of dentures, prosthetic limbs, hearing aids, contact or corneal lenses or prescription spectacles.
9. Any medical or repatriation expenses in excess of £500 which have not been authorised by **Us** or **Our Assistance Company** in advance.
10. The cost of any treatment, surgery, investigations or tests which, in the opinion of the **Medical Practitioner** treating **You** or of **Our Assistance Company** can reasonably be delayed until **You** return **Home**.
11. Any taxi fares other than those set out as covered in this section. **We** will not pay taxi fares for **You** to visit another person in hospital.
12. The cost of any phone calls other than those set out as covered in this section.
13. The cost of any food, drinks or toiletries.

**14.** Any expenses that arise after **We** or **Our Assistance Company** have instructed **You** to return **Home** if **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel.
**15.** Any medical, surgical treatment or hospital expenses incurred on an **Insured Journey** within the **United Kingdom**.
**16.** Any expenses incurred (except as set out in 'What is covered' **7** and **8**) following **Your** repatriation to the **United Kingdom**, once **You** are admitted to hospital or another rehabilitation facility or return **Home**, whichever is sooner.
**17.** Any expenses that arise more than 12 months after the first occurrence of **Your Illness** or **Bodily Injury** resulting in the claim.
**18.** Any costs which are covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling such as costs covered by the Medicare in Australia or by private medical insurance.
**19.** Any costs as a result of **Your** failure to:
- **a)** Obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; or
- **b)** Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; or
- **c)** Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.

**20.** Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

**1.** For medical treatment to be covered under this section it must be prescribed or recommended by a **Medical Practitioner**.
**2.** If **You** know that **You** require admission as an in-patient in a hospital/clinic **You** must notify **Our Assistance Company** prior to admission whenever possible and in any case immediately following admission and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
**3.** If **You** suffer **Illness** or **Bodily Injury** during **Your** trip, and **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel, **Our Assistance Company** may:
- **a)** Arrange to move **You** from one hospital to another; and/or
- **b)** Arrange for **You** to return to the **United Kingdom** at any time.

If **You** choose not to move or be repatriated, **Our** liability will end on the date it was deemed safe for **You** to be moved or repatriated to the **United Kingdom**.
**4.** If **You** are repatriated and **You** do not hold a valid return ticket, **We** will deduct from **Your** claim an amount equal to **Your** original carrier's one-way airfare, for the same class of ticket as **Your** outward travel, for the route used for **Your** return to the **United Kingdom**.
**5.** Any additional travel and accommodation expenses must be approved in advance by **Us** or **Our Assistance Company**. **We** will only pay for economy class travel where this is medically safe and available and for accommodation to a similar standard as the original booking.
**6.** **You** must obtain **Our** prior approval before incurring costs for **United Kingdom** Physiotherapy and Chiropractic Care.

# SECTION 2: CANCELLATION

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following necessary and unavoidable cancellation of a trip as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **Your** attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **Your** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being instructed to stay at **Home** (within 7 days of **Your** departure date) by a relevant authority due to severe damage to **Your** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **Your** compulsory quarantine on the orders of a **Medical Practitioner** following **You** being diagnosed with an infectious disease; or
6. **Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the purchase of this **Policy** or after the trip was booked, whichever is later.

## What is covered

1. The cost of:
   a) **Your** unused non-refundable pre-booked travel and accommodation which **You** have paid or are contracted to pay; and
   b) **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
   c) **Your** unused non-refundable visa or other relevant travel permission which **You** have paid.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any claim as a result of **Your** decision to cancel the trip for reasons other than those listed within this section.
3. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip was booked or the **Policy** or cover was purchased, whichever is later.
4. Cancellation arising from pregnancy or childbirth if:
   a) The expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
   b) The cancellation is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
5. Any additional expenses resulting from **You** not cancelling **Your** trip as soon as reasonably possible after **You** become aware of the need to cancel.

6. Any claim as a result of a failure to have the required passport, visa or other relevant travel permission.
7. Any claim where the carrier has refused to allow **You** to travel.
8. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
9. Any claim as a result of the death or illness of any pet or animal.
10. Any claim as a result of **You** not wanting to travel or due to **Your** personal or financial circumstances (other than as set out under this section).
11. Any claim caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
12. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).
13. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
14. Any claim as a result of **Your** late arrival at the departure point, airport, port or station after the check-in or booking-in time.
15. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
16. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
17. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
18. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
19. Any claim as a result of **You** accepting a hospital appointment, when **You** were already on a waiting list for such an appointment before the **Policy** was issued or the trip was booked, whichever is later.
20. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
21. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
22. Any claim arising from volcanic eruption and/or volcanic ash.
23. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider as soon as **You** become aware of the need to cancel **Your** trip, **Our** liability will be restricted to the cancellation charges that would have applied had such a failure not occurred.
2. If **You** cancel **Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.
3. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.

# SECTION 3: CURTAILMENT AND LOSS OF HOLIDAY

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following necessary and unavoidable **Curtailment** of, or **Loss of Holiday** on, an **Insured Journey** as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **Your** attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **Your** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being recalled **Home** by a relevant authority due to severe damage to **Your** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the start of the trip.

## What is covered

1. **Your** reasonable additional travel and accommodation expenses which **You** incur in the **Curtailment** of **Your Insured Journey**; and
2. A pro-rata amount corresponding to the cost of the unused proportion of:
   a) **Your** non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
   b) **Your** non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
   c) **Your** non-refundable visa or other relevant travel permission which **You** have paid.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any claim as a result of **Your** decision to **Curtail** the trip for reasons other than those listed within this section.
3. Any claim for **Loss of Holiday** not resulting from **Your** own **Bodily Injury** or **Illness**.
4. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip started.
5. **Curtailment** or **Loss of Holiday** arising from pregnancy or childbirth if:
   a) The expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
   b) The **Curtailment** or **Loss of Holiday** is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
6. Any claim as a result of a failure to have the required passport, visa or other relevant travel permission.
7. Any claim where the carrier has refused to allow **You** to travel or to continue **Your** trip or where the accommodation or other service provider has refused to allow **You** to use, or continue to use, the accommodation or service.
8. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
9. Any claim as a result of the death or illness of any pet or animal.
10. Any claim as a result of **You** not wanting to travel or to continue **Your** trip or due to personal or financial circumstances (other than as set out under this section).
11. Any claim caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
12. Any claim as a result of **Your** late arrival at the airport, port or station after the check-in or booking-in time.
13. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
14. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
15. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
16. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
17. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
18. Any claim as a result of **You** accepting a hospital appointment, when **You** were already on a waiting list for such an appointment before the trip started.
19. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
20. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
21. Any claim arising from volcanic eruption and/or volcanic ash.
22. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. **You** must advise **Us** or **Our Assistance Company** immediately of the need to **Curtail Your** trip, obtain **Our** prior approval before incurring any expenses and allow **Us** to make the necessary travel arrangements to bring **You Home**.
2. **We** will only pay for economy class tickets, where available, unless the medical advisor of **Our Assistance Company** in consultation with the treating **Medical Practitioner** considers that there is a medically necessity for other arrangements to be made.
3. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider immediately when **You** become aware of the need to **Curtail Your** trip, **Our** liability will be restricted to the **Curtailment** charges that would have applied had such a failure not occurred.
4. If **You Curtail Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from continuing **Your** trip.
5. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.
6. **We** will calculate claims for **Curtailment** or **Loss of Holiday** proportionately, taking into account the number of complete days of **Your** planned trip that **You** have not used while **You** are:
   - **a)** Hospitalised abroad; or
   - **b)** Confined to **Your** accommodation abroad for medical reasons; or
   - **c)** Being repatriated to the **United Kingdom**; or
   - **d)** In the **United Kingdom** following repatriation.

# SECTION 4: PERSONAL ACCIDENT

## Words with special meanings specific to this section

### Disablement

1. **Loss of Limb**; or
2. **Loss of Sight**; or
3. **Permanent Total Disablement**.

**Loss of Limb**
Permanent loss by physical severance or permanent and total loss of use of a limb or limbs at or above the wrist or ankle (meaning one or more entire hand, arm, foot or leg).

**Loss of Sight**
Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes.
A substantial part means that the degree of sight remaining is 3/60 or less on the Snellen Scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen Scale a person can see at 3 metres something that a person with normal vision would see at 60 metres.)

**Permanent Total Disablement**
Physical impairment which, in the opinion of an independent specialist **Medical Practitioner**, is beyond any prospect of recovery or improvement and which entirely prevents **You** from engaging in or giving attention to any work or occupation.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the **Table of Benefits**, following an **Accident** during an **Insured Journey** which solely and independently of any other cause, within 12 months of the date of the **Accident** results in **Your**:

1. Death; or
2. **Disablement**

## What is covered

1. A fixed sum, dependent on **Your** age, in compensation.

## What is not covered

1. Any claim arising from death or **Disablement** occurring more than 12 months after the date of the **Accident**.
2. Death or **Disablement** caused by mental or psychological trauma, nervous shock, sickness, disease, or any naturally occurring condition or degenerative disease or the ingestion of any substance.
3. Any claim arising from an **Accident** occurring while **You** are engaging in **Hazardous Activities and Sports** which are:
   a) Specifically excluded; or
   b) Not listed as covered unless otherwise agreed by **Us** in writing; or
   c) Listed as covered but with Personal Accident cover excluded.
4. Any claim arising from an **Accident** occurring while **You** are motorcycling as a rider or a passenger.
5. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. In the event of a valid claim, compensation for:
   a) **Your Disablement** will be paid to **You**.
   b) **Your** death will be paid to **Your** legal personal representative.
2. In the event of an **Accident** leading to valid claims for **Your Disablement** and subsequent death, **We** will only be liable for the higher of the sums insured for **Disablement** or death.
3. In the event that **You** suffer more than one form of **Disablement**, **You** will not be entitled to more than the sum insured for **Disablement** in total.
4. **Disablement** is assessed as soon as the final consequences of the **Accident** can be medically determined although not later than 12 months after the date of the **Accident**.
5. **We** will not pay any benefits solely because **You** are unable to take part in **Sports** or pastimes.
6. If **You** disappear but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that **Your** death has occurred as a result of an **Accident**, **We** will pay the sum insured to **Your** legal personal representative. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
7. A pre-existing physical impairment does not entitle **You** to any higher assessment of compensation than if such a physical impairment had not previously existed.
8. **You**, or in the case of **Your** death, **Your** legal personal representative, must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.
9. Reduced sums insured apply to persons aged 17 (22 if in full time education) and under or aged 66 and over on the date the **Accident** occurs. See the **Table of Benefits**.

# SECTION 5: PERSONAL POSSESSIONS

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following loss or theft of, or damage to, **Your Personal Possessions** during an **Insured Journey**.

## What is covered

1. The cost of the replacement, reinstatement or repair of **Your Personal Possessions** subject to wear and tear and depreciation.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any amount over the **Single Item Limit** as shown in the **Table of Benefits** for any one item, pair or set of items that belong together or can be used together.
3. Any amount over the total **Valuables** limit as shown in the **Table of Benefits**.
4. Any loss or theft of **Your Personal Possessions** which are subsequently recovered.
5. Any claim if **Your Personal Possessions** are confiscated or detained by Customs, the Police or other authorities.
6. Any damage to **Your Personal Possessions** due to:
   - **a)** Scratching or denting unless the item has become unusable as a result of this; or
   - **b)** Mechanical or electrical breakdown; or
   - **c)** Leaking powder or fluid carried within **Your** baggage; or
   - **d)** Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
   - **e)** Any process of cleaning, dyeing, repairing or restoring.
7. Any loss or theft of, or damage to, **Your Personal Possessions**:
   - **a)** That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report (loss, theft or malicious damage only); or
   - **b)** Whilst in the custody of an airline or a carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
   - **c)** Whilst being shipped as freight or under a bill of lading; or
   - **d)** Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant, beach, etc; or
   - **e)** From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and **Valuables** from an unattended vehicle at any time; or
   - **f)** From a roof or boot luggage rack at any time; or
   - **g)** Left in the custody of a person who does not have official responsibility for the safekeeping of the property.

8. Any loss or theft of, or damage to:
   a) **Golf Equipment**; or
   b) Bicycles.
9. Any loss or theft of, or damage to:
   a) Fragile articles, business goods or samples; or
   b) **Sports Equipment** whilst in use; or
   c) Spectacles, contact lenses, hearing aids or prosthetic limbs; or
   d) **Valuables** unless they are at all times attended by **You**, or left in hotel security, a safety deposit box, safe or similar locked fixed receptacle; or
   e) **Valuables** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on **Public Transport**; or
   f) **Valuables** (other than wedding rings) when worn by **You** while swimming; or
   g) Passports and **Personal Money** including **Cash** (claims for such losses should be made under the appropriate section of the **Policy**); or
   h) Items which are borrowed, rented or otherwise not owned by **You**.
10. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may, at **Our** option, replace, reinstate or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required by **Us**.
3. **You** must get a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
4. If an airline or tour operator fails to return **Your** checked-in baggage, **We** will wait for the 60 days required by them to declare **Your** baggage permanently lost, before considering a claim under this section.
5. If **We** have paid a claim under the 'Baggage Delay' section of this **Policy** and **Your** baggage subsequently proves to be permanently lost, any payments made for Baggage Delay will be deducted from any payments **We** make for a claim for lost baggage under this 'Personal Possessions' section of the **Policy**.
6. If **We** pay a claim for loss or theft under this section and **Your Personal Possessions** are subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.

# SECTION 6: PERSONAL MONEY

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following loss or theft of **Your Personal Money** during an **Insured Journey**.

## What is covered

1. Reimbursement of **Your Personal Money**.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any amount over the **Cash** limit specific to **Your** age shown in the **Table of Benefits**.
3. Any loss or theft of **Your Personal Money** which is subsequently recovered.
4. Any claim if **Your Personal Money** is confiscated or detailed by Customs, the Police or other authorities.
5. Any loss or theft of **Your Personal Money** that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report.
6. Any loss or theft of **Your Personal Money** that is not:
   a) Carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with it at all times; or
   b) Deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
7. Any depreciation in value, currency changes or shortage caused by any error or omission.
8. Any loss recoverable from another source such as a bank, credit card provider or issuer of travellers' cheques.
9. Any loss or theft due to fraud or due to **You** deliberately or inadvertently revealing security information such as a password or PIN-code.
10. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. **You** must take reasonable care in protecting **Your Personal Money** against loss or theft at all times.
2. **You** must notify the Police of any loss or theft within 24 hours of discovery or as soon as possible after that and obtained a written report from them and enclose this with **Your** claim form.
3. **You** must provide **Us** with documentary proof of ownership of any lost or stolen **Personal Money**, such as currency exchange receipts, bank statements, **Cash** withdrawal slips and pre-paid credit card statements.

# SECTION 7: PASSPORT AND OTHER DOCUMENTS

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following loss or theft of **Your** passport, driving licence or travel documents during an **Insured Journey**.

## What is covered

1. The cost of a temporary replacement passport abroad; and
2. The proportionate replacement cost of the unexpired part of **Your** passport when **You** are back in the **United Kingdom**; and
3. The proportionate replacement cost of the unexpired part of **Your** driving licence; and
4. The cost of the replacement or reinstatement of travel documents; and
5. Necessary additional travel and accommodation expenses (room only) which **You** incur abroad to obtain a replacement passport, driving licence or travel documents.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any claim if **Your** passport, driving licence or travel documents are retained by Customs, the Police or other authorities.
3. Any loss or theft of **Your** passport, driving licence or travel documents that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report.
4. Any loss or theft of **Your** travel documents that can be replaced free of charge by the issuer.
5. Any loss or theft of **Your** passport, driving licence or travel documents that are not:
   a) Carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with them at all times; or
   b) Deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
6. Anything mentioned in the 'General Policy Exclusions'.

# SECTION 8: BAGGAGE DELAY ON OUTWARD JOURNEY

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits** following the delayed arrival of **Your** baggage by at least 12 hours, and for each subsequent 12 hours, after **Your** actual arrival time on **Your** outward journey.

## What is covered

1. The reasonable cost of buying essential clothing, toiletries and similar items.

## What is not covered

1. Any claim for delayed baggage on **Your** return journey.
2. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. If **Your** baggage is delayed whilst in the care of a tour operator, carrier, transport company, authority or hotel, **You** must report to them details of the delay or eventual loss and obtain written confirmation from them.
2. If **Your** baggage is delayed whilst in the care of an airline **You** must:
   - **a)** Report **Your** missing baggage to them before leaving the baggage reclaim area and obtain a Property Irregularity Report.
   - **b)** Retain all travel tickets and baggage tags.
3. If **Your** baggage eventually arrives, **You** must obtain written confirmation of the length of the delay.
4. If **Your** baggage proves to be permanently lost, any payments made for a delayed baggage claim will be deducted from any payments **We** make for a claim for lost baggage under the 'Personal Possessions' section of this **Policy**.

# SECTION 9: MISSED DEPARTURE

If **You** are a resident of Northern Ireland, cover under this section is extended to include missed departure from international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, in the event that **You** arrive too late (as shown on **Your** ticket) to board **Your** pre-booked scheduled **Public Transport** at **Your** last departure point on **Your** outward journey or **Your** last departure point on **Your** return journey as a result of:

1. Scheduled **Public Transport** services failing to get **You** to **Your** last departure point due to **Strike or Industrial Action**, adverse weather conditions (but not those defined as a **Catastrophe**), mechanical failure or **Your** direct involvement in an accident; or
2. The private motor vehicle in which **You** are travelling being directly involved in an accident or breaking down; or
3. A delay involving the vehicle in which **You** are travelling due to unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.

## What is covered

1. **Your** reasonable and necessary additional travel and accommodation expenses (room only) of a similar standard to the original booking, to allow **You** to reach **Your** trip destination or catch up on **Your** scheduled itinerary (for missed departure on **Your** outward journey) or to return **Home** (for missed departure from **Your** last departure point on **Your** homeward journey).

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any claim as a result of heavy traffic or road closures where **You** have not obtained confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.
3. Any claim as a result of **Your** failure to allow sufficient time for the **Public Transport** to arrive on schedule and deliver **You** to **Your** departure point by the check-in time shown on **Your** travel itinerary.
4. Any claim as a result of the private motor vehicle in which **You** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown.
5. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
6. Any claim arising as a result of a **Catastrophe**.
7. Any claim as a result of **Your** missed departure for reasons other than those listed within this section.
8. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. **You** must allow sufficient time to reach any departure point, airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
2. **You** will be required to provide **Us** with documentary evidence of the reason for any delay leading to a missed departure.
3. **You** will be required to provide **Us** with documentary evidence of **Your** additional travel and accommodation expenses.

# SECTION 10: TRAVEL DELAY AND ABANDONMENT

If **You** are a resident of Northern Ireland, cover under this section is extended to include international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the **Table of Benefits**, in the event of **Your** unavoidable delay in departure of at least 12 hours from **Your** original scheduled departure time from **Your** first departure point on **Your** outward journey or **Your** last departure point on **Your** return journey as a result of:

1. Adverse weather conditions (but not those defined as a **Catastrophe**).
2. **Strike or Industrial Action**.
3. Mechanical breakdown of the **Public Transport** on which **You** are booked to travel.
4. Cancellation by the transport provider of **Your** scheduled pre-booked international flight, ferry, train or coach.

## What is covered

1. Travel delay benefit:
   - **a)** For each complete 12 hours of delay; or
   - **b)** In the event of **4** (cancellation by the transport provider), corresponding to the delay in departure that **You** would have experienced had **You** waited for the earliest replacement travel arrangements offered by **Your** original transport provider, in the event that **You** choose to make earlier alternative travel arrangements.
2. In the event that **You** decide to abandon **Your** outward trip, the cost of:
   - **a)** **Your** unused non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
   - **b)** **Your** unused non-refundable pre-booked excursions which **You** have paid or are contracted to pay; and
   - **c)** **Your** unused non-refundable visa or other relevant travel permission which **You** have paid.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any claim unless **You** have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time.
3. Any claim under **1 b)** above unless **You** have written confirmation from **Your** original transport provider of the cancellation and of the earliest replacement travel arrangements offered by them.
4. Any claim where the carrier or their handling agents provide alternative transport which departs within 12 hours of the original scheduled departure time.
5. Any claim as a result of **Your** failure to check-in at **Your** departure point by the time shown on **Your** travel itinerary.

6. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
7. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
8. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
9. Any claim arising as a result of a **Catastrophe**.
10. Any claim arising as a result of the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation or instruction of the Civil Aviation Authority or a Port Authority or any such regulatory body.
11. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. Travel delay benefit is intended to provide compensation if **You** are delayed at **Your** point of departure and is only applicable if **You** have travelled there and checked-in. If **You** have not travelled to **Your** departure point **You** will not be covered even if **You** have checked-in online.

# SECTION 11: HIJACK

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, as a result of **Hijack**.

## What is covered

1. **Hijack** benefit per day for each full 24 hours that **You** are detained.

## What is not covered

1. **Hijack** in an area which is subject to **War and Civil Unrest**.
2. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. **You** must provide **Us** with written confirmation from the airline, shipping line, Police or other authority, of the nature, location and dates of the **Hijack** and **Your** involvement in it.

# SECTION 12: PERSONAL LIABILITY

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, as a result of an **Insurance Event** in which, by **Your** act or omission, **You** cause:

1. Death or **Bodily Injury** to another person; or
2. Loss of or damage to the tangible, material property of another person.

## What is covered

1. Material damages and compensation for which **You** are legally liable; and
2. Legal costs and expenses incurred in defending an action against **You** or in negotiating the settlement of such an action; and
3. **Your** costs and expenses incurred in the event that **Your** attendance or participation is required by **Us** in the defence of such an action.

## What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Any liability directly or indirectly arising from **Your** participation in **Hazardous Activities and Sports** which are:
   - **a)** Specifically excluded; or
   - **b)** Not listed as covered unless otherwise agreed by **Us** in writing; or
   - **c)** Listed as covered but with Personal Liability cover excluded.
3. Any liability for intangible or non-material damage, such as to reputation, image or to intellectual property rights.
4. Any liability directly or indirectly arising from:
   - **a)** Loss of or damage to material property, buildings or land owned by, or in the care, custody or control of **You**, a **Relative**, a member of **Your** household, a person **You** employ, a travelling companion or person with whom **You** have arranged to stay, except in relation to temporary hotel and similar accommodation which **You** occupy and for which **You** assume contractual responsibility during an **Insured Journey**; or
   - **b)** Death or **Bodily Injury** to **Your Relative**, a member of **Your** household, a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
   - **c)** The ownership, care, custody or control of any animal by **You**, a **Relative**, a member of **Your** household or a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
   - **d)** **Your** ownership, possession or use of horse-drawn, motorised, electrically or mechanically-propelled or towed vehicles or lifts, aircraft, watercraft (other than rowing boats, punts or canoes), firearms or explosive devices; or
   - **e)** Any form of racing; or
   - **f)** **Your** trade, profession or business; or

g) A contract, unless such liability would exist in any event in the absence of the contract; or
h) **You** acting formally or informally as the leader of a group taking part in an activity; or
i) **You** having transmitted disease to another person via infection or otherwise; or
j) **Your** deliberate, unlawful, malicious or wilful act or omission; or
k) **Your** fraudulent, dishonest or criminal act or that of any person authorised by **You**; or
l) A matter which is subject to criminal proceedings against **You**.

5. Any liability directly or indirectly arising where cover is provided under any other insurance or guarantee.
6. Any liability directly or indirectly arising through action not brought under the jurisdiction of the courts of the country in which the **Insurance Event** giving rise to the claim occurred unless otherwise agreed by **Us**.
7. Punitive or exemplary damages.
8. Any claim where **You** have failed to notify **Us** of the **Insurance Event** within a reasonable time of it occurring and where this failure adversely affects **Our** ability to defend the claim or to limit **Our** liability.
9. Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to this section

1. If **You** know of any **Insurance Event** which may result in a claim under this section **You** must:
   a) Inform **Us** in writing without delay; and
   b) Send all correspondence and legal documents to **Us** unanswered without delay; and
   c) Not discuss liability with any third party.
2. **You** must make no admission of liability, or offer, promise, or make payment or indemnity without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may, at **Our** own expense, take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. In the event that **Your** attendance or participation is required by **Us** in the defence or negotiation of an action against **You**, **We** will pay **Your** reasonable and necessary transport and accommodation costs and expenses, provided that these are agreed by **Us** in advance, in writing.
6. In the event of **Your** death, **Your** personal legal representative will receive the benefit of cover provided by this section.
7. Where more than one **Insured Person** is involved in the same **Insurance Event**, the maximum **We** will pay in total is the individual sum insured shown in the **Table of Benefits**. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

# SECTION 13: LEGAL COSTS AND EXPENSES

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

## DAS Legal Expenses Insurance Company & DAS Law

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274. Website: **das.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 events 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**, law firm or other suitably qualified person **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**
DAS Legal Expenses Insurance Company Limited.

**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 booking invoice or its equivalent 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), make 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**.

## What is covered

1. **Costs and Expenses** to pursue an **Insured Person**'s legal rights following a specific or sudden accident that causes death or **Bodily Injury** to the **Insured Person**.

## 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. Clinical negligence.

## Exclusions applying to this section – also see General policy exclusions

1. 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.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before **DAS**' written acceptance of a claim.
4. Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
5. 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**.
6. A dispute with **DAS** not otherwise dealt with under section condition **7**.
7. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. Any **Costs and Expenses** that are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.

9. Any claim against ERGO Travel Insurance Services Ltd (**ETI**), Great Lakes Insurance SE or their respective agents.
10. Any claim where **You** are not represented by a law firm or barrister.

## Conditions applying to this section

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** which is not a **Preferred Law Firm**, **DAS** will give the **Insured Person**'s choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
   **d)** The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. **a)** An **Insured Person** must co-operate fully with **DAS** and the **Appointed Representative**.
   **b)** An **Insured Person** must give the **Appointed Representative** any instructions that **DAS** ask an **Insured Person** to give.
3. **a)** An **Insured Person** must tell **DAS** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **DAS**' written consent.
   **b)** If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**.
   **c)** **DAS** may decide to pay an **Insured Person** the reasonable value of the **Insured Person**'s claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle any claim in an **Insured Person**'s name. 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 **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 make 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 the **United Kingdom** of Great Britain and Northern Ireland, any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

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

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

To contact the above service, phone **DAS** on **+44 (1) 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 personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information. **DAS** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from the **Insured Person**, the third party dealing with **Your** claim or from the authorised partner who sold this **Policy**.

### Who DAS are

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by **DAS**' individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at **dataprotection@das.co.uk**

## How DAS will use Your Information

**DAS** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact **You** for **Your** feedback. If the **Policy** includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**DAS** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **DAS** may use and share the personal 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.

## What Is DAS' legal basis for processing Your information?

It is necessary for **DAS** to use the personal information to perform **Our** obligations in accordance with any contract that **DAS** may have with the person taking out this **Policy**. It is also in **DAS**' legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **Policy**.

## How long will Your information be held for?

**DAS** will retain personal data for 7 years. **DAS** will only retain and use the personal data thereafter as necessary to comply with **DAS** legal obligations, resolve disputes, and enforce **DAS**' agreements. If **You** no longer want **DAS** to use the personal data, please contact **DAS** at **dataprotection@das.co.uk**

## What are Your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Or via Email: **dataprotection@das.co.uk**

## How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If **You** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

**ico.org.uk**

# SECTION 14: COVID-19 COVER

**Please note:** this section of cover extends the cover provided under the 'Emergency medical and repatriation expenses', 'Cancellation' and 'Curtailment and loss of holiday' sections of this **Policy** as follows:

## A. Cancellation

**We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following necessary and unavoidable cancellation of a **Insured Journey** as a result of:

1. **You**, **Your Relative**, a member of **Your** household or travelling companion or a friend with whom **You** had arranged to stay has a diagnosis of COVID-19 within 14 days of **Your** booked departure date, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.
2. **You** being denied boarding on **Your** pre-booked outbound travel due to **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19 or having a confirmed temperature above 38 degrees Celsius.

### What is covered

1. The cost of:
   a) **Your** unused non-refundable pre-booked travel and accommodation which **You** have paid or are contracted to pay; and
   b) **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
   c) **Your** unused, non-refundable, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

## B. Curtailment

**We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the **Table of Benefits**, following necessary and unavoidable **Curtailment** of an **Insured Journey** as a result of:

1. Death of **Your Relative** or a member of **Your** household living in the **United Kingdom** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.
2. The hospitalisation as a result of COVID-19 for treatment with mechanical ventilation, of **Your Relative** or a member of **Your** household living in the **United Kingdom**.

In addition, where **You** are unable to continue with a pre-booked excursion following **Your** self-isolation as ordered by a relevant Government authority due to contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

### What is covered

1. **Your** reasonable additional travel and accommodation expenses which **You** incur in the **Curtailment** of **Your Insured Journey**; and
2. A pro-rata amount corresponding to the cost of the unused proportion of:
   a) **Your** non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
   b) **Your** non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
   c) **Your** non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

## C. Emergency medical and repatriation expenses

### C.1. Trips outside the United Kingdom

**We** provide to each **Insured Person** in total, up to the sums insured shown in the **Table of Benefits**, in the event of an unforeseen medical emergency during an **Insured Journey** outside the **United Kingdom** as a result of **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

### What is covered

1. Emergency medical and repatriation expenses:
   a) Reasonable and necessary medical and hospital expenses, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
   b) Returning **You** to the **United Kingdom** provided this is medically safe and authorised by **Us** or **Our Assistance Company**; and
   c) The cost of a medical escort where this is deemed necessary by **Us** or **Our Assistance Company**, in the event of **Your** emergency repatriation to the **United Kingdom**.
2. Reasonable additional travel and accommodation expenses (room only) for **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**.
3. Reasonable additional travelling and accommodation expenses to repatriate **You** to the **United Kingdom** when **You** are denied boarding on **Your** pre-booked return travel due to **You** contracting COVID-19.
4. Confinement benefit: a benefit payment of £30 for each complete 24 hour period up to £300 where **You** are ordered into self-isolation in **Your** holiday accommodation by a relevant Government authority, as a result of **You** contracting COVID-19.

## C.2. Trips inside the United Kingdom

**We** provide to each **Insured Person** in total, up to the sums insured shown in the **Table of Benefits**, in the event of an unforeseen medical emergency during a trip inside the **United Kingdom** of 2 or more consecutive nights in pre-booked accommodation as a result of **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

### What is covered

1. Extra transport and accommodation for **You** and one other person who stays with **You**, or who has to travel to **You** from within the **United Kingdom** and/or travel back with **You**, if this is necessary due to medical advice.
2. **Your** body or ashes to be transported **Home**.

## What is not covered applying to all sub-sections

Applicable in addition to any exclusion listed under the 'Emergency medical and repatriation expenses', 'Cancellation' and 'Curtailment and loss of holiday' sections of this **Policy** including anything mentioned in the 'General Policy Exclusions':

1. Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
2. Claims arising directly or indirectly from COVID-19 resulting in a national or local lockdown or any restrictions of movement affecting the area where **Your Home** is located, the country or specific area or event to which **You** were travelling to or through.
3. Any claim where **You** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **You** purchased, renewed or extended this insurance, or at the time of booking any **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.
4. **Your** quarantine when it has been imposed on a community, geographic location or vessel, or travellers returning from a specified location, imposed by a government or public authority.
5. Any claim where **You** contract COVID-19 and **You** have not had the recommended vaccination(s) (consideration will be given where **You** were medically unable to have the vaccination, and this is shown in **Your** medical records).
6. Any claim where **You** have not returned to the **United Kingdom** when advised to do so by the UK Government including the Foreign, Commonwealth & Development Office (FCDO).
7. Any claim arising as a result of **You**, or **Your** travelling companion being unable to complete the full COVID-19 vaccination course before **Your** scheduled departure date due to delays in supply, or changes in Government policy.
8. Any claim where **You** have travelled during a Government imposed lockdown.
9. Any claim where **You** do not hold the required confirmation of vaccination documentation, for example a vaccination passport.

**10.** Any claim made under the 'COVID-19 cover' in addition to a claim under either the 'Emergency medical and repatriation expenses', 'Cancellation' or 'Curtailment and loss of holiday' sections of this **Policy**.
**11.** Any costs incurred by **You** which **You** are eligible to recover from **Your** tour operator, airline, credit/debit card provider or any other source.
**12.** Anything mentioned in the 'General Policy Exclusions'.

## Additional conditions applying to all sub-sections

In addition to the additional conditions applying to the 'Emergency medical and repatriation expenses', 'Cancellation' or 'Curtailment and loss of holiday' sections of this **Policy** the following will apply:

**We** will require (at **Your** own expense) the following evidence where relevant:
**1.** A copy of the positive test result for COVID-19 **You** received from a registered **Medical Practitioner**.
**2.** Written confirmation from the scheduled **Public Transport** operator (or their handling agents) confirming the exact reason for which **You** were denied boarding, together with details of any alternative transport offered.
**3.** Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
**4.** Any other official document or medical report confirming **Your** diagnosis for COVID-19 which leads to **Your** self-isolation, or need to cancel **Your Insured Journey**.

# SECTION 15: CRUISE (OPTIONAL)

## Only available on Single-trip policies

This section only applies if the appropriate additional premium has been paid and Cruise cover is shown in the **Table of Benefits**. This optional section is only available for Single-trip policies.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the **Table of Benefits** as a result of:

## A. Missed port

**Your** cruise ship being unable to make a scheduled port stop due to:

1. Bad weather; or
2. Time-table restrictions.

### What is covered

1. A missed port benefit for each scheduled port at which **Your** cruise ship failed to stop.

### What is not covered

1. Any claim if **Your** cruise ship stopped at an alternative unscheduled port or if **You** were offered financial compensation, including onboard credit.
2. Any claim if **Your** cruise ship's scheduled tender service was unable to transport **You** ashore.
3. Anything mentioned in the 'General Policy Exclusions'.

## B. Cabin confinement

**You** being confined to **Your** cabin by the ship's medical officer due to **Your Bodily Injury** or **Illness**.

### What is covered

1. A cabin confinement benefit for each 24 hours that **You** are confined to **Your** cabin.

### What is not covered

1. Cabin confinement benefit if **You** also claim for Hospital confinement benefit within the 'Emergency medical and repatriation expenses' section of this **Policy**.
2. Anything mentioned in the 'General Policy Exclusions'.

## C. Missed excursion

**You** being unable to participate in any pre-booked, pre paid excursions as a result of **Your** confinement to **Your** cabin by the ship's medical officer due to **Your Bodily Injury** or **Illness**.

### What is covered

1. The cost of the excursion(s) in which **You** were unable to participate.

### What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Anything mentioned in the 'General Policy Exclusions'.

## D. Increased sums insured for Personal Possessions

**Personal Possessions** claims under the 'Personal Possessions' section of this **Policy**.

### What is covered

1. An increase in the sums insured for **Personal Possessions** claims up to the amounts shown for Cruise cover in the **Table of Benefits**.

   (**Note:** that these amounts are not in addition to the amounts shown under the 'Personal Possessions' section but are the new higher limits for the cover provided under that section.)

### What is not covered

1. The **Excess** as shown in the **Table of Benefits**.
2. Anything mentioned under the heading 'What is not covered' within the 'Personal Possessions' section of this **Policy**.
3. Anything mentioned in the 'General Policy Exclusions'.

## E. Evening wear

The loss or theft of, or damage to, **Your** formal evening wear during **Your Insured Journey**.

### What is covered

The reasonable additional costs of:

1. Hiring replacement formal evening wear; or
2. Cleaning and/or repairing **Your** own formal evening wear.

### What is not covered

1. Any claim if the loss, theft or damage is not covered under the 'Personal Possessions' section of this **Policy**.
2. Any claim if **You** are in possession of alternative undamaged formal evening wear.
3. Anything mentioned in the 'General Policy Exclusions'.

### Additional conditions applying to sub-section E

1. **You** must provide **Us** with receipts for the replacement hire, repair or cleaning costs.

# APPENDIX 1: HAZARDOUS ACTIVITIES AND SPORTS

Below are lists of activities that can or cannot be covered by this **Policy**. For all **Hazardous Activities and Sports**, participation in competition is excluded.

| The following activities are covered under this Policy |
|---|
| Aerobics |
| Athletics (amateur) |
| Badminton |
| Banana Boating |
| Bar Work |
| Baseball |
| Basketball |
| Board Sailing (Windsurfing) |
| Body Boarding |
| Boogie Boarding |
| Bridge Walking (e.g. Sydney Harbour Bridge) |
| Canoeing/Kayaking (up to grade 2 rivers only) |
| Canopy Walking |
| Cricket |
| Curling |
| Cycling (not main purpose of trip – recreational only, no racing or competitions) |
| Fell Running/Walking |
| Fishing |
| Football/Soccer (non competitive) |
| Golf |
| Gymnastics (no competitions) |
| Hiking/Trekking/Walking under 2,500m |
| Ice Skating |
| Marathon Running |
| Mountain Biking (recreational including general cross country and off road cycling) |
| Paddle Boarding |
| Rambling |

| The following activities are covered under this Policy |
| --- |
| Restaurant Work |
| River Tubing (up to grade 2 rivers and not through caves) |
| Roller Skating/Blading (wearing pads and helmets) |
| Safari (professionally organised tour) |
| Sailing (inland waters or coastal waters within 12 miles of land) |
| Scuba Diving (down to 30m accompanied by a qualified diver or instructor) |
| Sleigh Rides (pulled by a horse or reindeer, as a passenger with a professional driver) |
| Snorkelling |
| Softball |
| Squash |
| Surfing |
| Swimming |
| Swimming with Dolphins |
| Tennis |
| Trampolining |
| Volleyball |
| Water Polo |
| Water Skiing (no jumping) |
| Windsurfing |
| Zip Lining/Wiring |

| **The following activities are covered under this Policy – however, no cover is provided for Personal accident or for Personal liability** |
|---|
| Abseiling (within organiser's guidelines) |
| Archery |
| Black Water Rafting (within organiser's guidelines) |
| Bungee Jumping (within organiser's guidelines) |
| Canoeing/Kayaking (up to grade 3 rivers only) |
| Fencing |
| Flotilla Sailing (with professional leader) |
| Go Karting |
| Horse Riding unless wearing a helmet (excluding competitions/racing/jumping/hunting) |
| Hot Air Ballooning (organised pleasure rides only) |
| Indoor Climbing (sport climbing with belays) |
| Jet Boating (as a passenger only and no racing) |
| Motorcycling as a rider or passenger on a machine 125cc or under (**You** must wear a crash helmet and, as a rider, have held a motorcycle licence for at least 3 years and be conviction free) |
| Paint Balling (eye protection must be worn) |
| Parascending over water |
| Rap Jumping/Running (within organiser's guidelines) |
| Rowing (no racing) |
| Safari Trekking on foot (professionally organised tour) |
| Segway Riding (organised tours only and a safety helmet must be worn) |
| White Water Rafting (up to grade 3 within organiser's guidelines) |
| Zorbing |

If an activity is NOT listed above it is NOT covered unless **You** contact **Us** and **We** agree, in writing, to cover the activity. Please telephone **Our** Customer Helpline if **You** are unsure as to whether **Your** intended activity is covered by **Your Policy**.

# GENERAL POLICY EXCLUSIONS

These exclusions apply to all sections of **Your Policy**. In addition, individual sections of cover may have specific exclusions which apply only to those sections.

**A.** This **Policy** does not provide cover:

**1.** Unless **You** are:

**a)** In the **United Kingdom** when the **Policy** is purchased.

**b)** Resident in the **United Kingdom**, meaning that **You**:

- Have an address in the **United Kingdom**; and
- Have lived in the **United Kingdom** for at least 6 of the last 12 months; and
- Are registered with a General Practitioner in the **United Kingdom**.

**2.** For trips of duration longer than the maximum trip duration available as shown in the **Table of Benefits**.

**B.** **We** will not pay for any losses that are not directly associated with the **Insurance Event** causing the claim, for example loss of earnings if **You** are unable to work or the cost of replacing locks if **You** lose keys.

**C.** **We** will not pay for any losses recoverable from any other source. Where another insurance policy covers the same risk, **We** will only pay **Our** proportionate share of a valid claim.

**D.** **We** will not pay for any loss, damage, cost or expense directly or indirectly caused by:

**1. Active Participation**

**a)** The act of an **Insured Person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**; or

**b)** The act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign, Commonwealth & Development Office. See: **gov.uk/foreign-travel-advice**

**2. Aviation**

Flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft, unless otherwise shown as covered in 'Appendix 1: Hazardous Activities and Sports'.

**3. Civil authorities**

The confiscation, retention, impounding or destruction of property by any Customs authority, Government or other civil authority.

**4. Climbing and jumping**

**You** climbing on top of, or jumping from a vehicle, or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from on an external fire-escape or stairs) regardless of the height, unless **Your** life is in danger or **You** are attempting to save human life.

5. **Coronavirus**
   Any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to COVID-19 claims under Section 14: COVID-19 cover of this **Policy**.

6. **Cruises**
   Any river or sea-going cruise trip unless the appropriate additional premium has been paid and Cruise cover is shown on the **Table of Benefits**.

7. **Cyber-attack**
   **Cyber-attack** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

8. **Decompression**
   Any medical consequences of flying less than 24 hours after a scuba dive.

9. **Default**
   The negligence, error or omission of:
   **a)** An **Insured Person**; or
   **b)** Any provider of transport or accommodation; or
   **c)** Any agent or online booking service through which travel arrangements were made; or
   **d)** Any **Colleague**; or
   **e)** Any **Relative**.

10. **Depreciation**
    Depreciation, wear and tear and currency exchange losses.

11. **Disinclination**
    **Your** unwillingness or refusal to travel.

12. **Epidemic/Pandemic**
    Any epidemic or pandemic as declared by the World Health Organization. This exclusion does not apply to COVID-19 claims under Section 14: COVID-19 cover of this **Policy**.

13. **Excluded Hazardous Activities and Sports**
    Your participation in Hazardous Activities and Sports which are excluded or not shown as covered in 'Appendix 1'.

14. **Foreseeable circumstances**
    Any circumstances, such as **Strike or Industrial Action**, that were known or could reasonably have been anticipated at the time an **Insured Journey** was booked or the **Policy** or cover was purchased, whichever is later.

15. **Manual Work**
    **Manual Work** involving the operation of plant or machinery, the use of power tools or any work above or below ground level (except for work at floor level in a fully-constructed multi-storey building).

**16. Failure to take medical precautions, advice and treatment**

**Your** failure to:

**a)** Obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; or

**b)** Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; or

**c)** Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.

**17. Mental illness**

**Your** psychological or psychiatric disorder or **You** suffering from any condition of anxiety, stress or depression diagnosed before the start of an **Insured Journey** unless travelling within the **United Kingdom** or if travelling elsewhere where it has been accepted by **Us** in writing.

**18. Failure to wear a motorcycle helmet**

**Bodily Injury** or death occurring as a consequence of **You** not wearing a recognised motorcycle helmet while on a motorcycle, moped, motor-scooter, quadbike or similar.

**19. Nuclear, biological and chemical hazards**

**a)** Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear machinery or parts; or

**b)** The use of nuclear, biological or chemical weapons, or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

**20. Pre-existing Medical Condition(s)**

Any **Pre-existing Medical Condition(s)** unless the appropriate additional premium has been paid and they have been accepted by **Us** in writing.

**21. Pressure waves**

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

**22. Safety equipment and instructions**

**Bodily Injury** or death occurring as a consequence of **You** participating in **Hazardous Activities and Sports** arising from **Your** failure to:

**a)** Correctly wear or use any safety equipment customarily worn, such as a helmet, harness, safety line or lifejacket; or

**b)** Follow the safety instructions and guidance provided by activity organisers, instructors and guides, where applicable.

**23. Search and rescue**

Any search and rescue (however, **We** will cover medical evacuation when this is medically necessary and agreed in advance by **Our Assistance Company**).

**24. Failure to wear a seatbelt**

**Bodily Injury** or death occurring as a consequence of **You** not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

**25. Self-injury**

**a)** **Your** wilfully, self-inflicted **Bodily Injury** or **Illness**, suicide or attempted suicide; or
**b)** **Your** self-exposure to needless peril, except in an attempt to save human life; or
**c)** Any form of alcohol abuse including alcohol withdrawal or **You** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim. (**We** do not expect **You** to avoid alcohol on **Your** trip but **We** will not cover any claim arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected); or
**d)** **Your** use of any drugs, including solvents and so-called legal highs, other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner** but not for the treatment of drug or alcohol addiction.

**26. Swimming pool**

**Your** unauthorised use of a swimming pool outside of the specified opening times.

**27. Terrorism/Terrorist Act** (see 'Words with special meanings')

This exclusion will not apply to the following sections of cover:
**a)** Emergency medical and repatriation expenses; and
**b)** Personal accident; and
**c)** Hijack.

**28. Unlawful acts**

**a)** Any unlawful act deliberately or intentionally committed by an **Insured Person**; or
**b)** The operation of law or the order of any court; or
**c)** Civil or criminal proceedings against anyone on whom **Your Insured Journey** depends.

**29. Volcanic ash**

The delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

**30. War and Civil Unrest** (see 'Words with special meanings')

**Your** presence in an area which is subject to **War and Civil Unrest** unless **Your** presence in such an area is due to:

**a)** The unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or

**b)** **Your** involuntary diversion, transit or stopover as a result of **Hijack**, **Kidnap** or other occurrence beyond **Your** control; or

**c)** The sudden, unexpected occurrence of **War and Civil Unrest** in an area previously in a state of peace at the time **You** entered the area;

and in such cases **You** will be covered for a maximum period of 72 hours from **Your** involuntary arrival in such an area or, where **You** are already present in an area previously in a state of peace, from the time when **War and Civil Unrest** first occurs, provided that:

**a)** **You** make all reasonable efforts to leave the affected area at the first opportunity; and

**b)** **You** are not involved in active participation.

**31. Wild animals**

Any claim arising from **You** deliberately entering or reaching into a cage or enclosure containing animals normally found in the wild, including juveniles and hand-reared orphans, even if **You** are advised that such contact is safe.

# GENERAL POLICY CONDITIONS

These are the general conditions applying to all of **Your Policy**. Certain sections of cover have additional conditions specific to the section.

1. **We** promise to act in good faith in all **Our** dealings with **You**.
2. **We** may not pay **Your** claim if **You** do not:
   - **a)** Take all possible care to safeguard against accident, injury, loss, damage or theft; and
   - **b)** Avoid any action or inaction which may increase the loss or liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense; and
   - **c)** Give **Us** full details of any incident which may result in a claim under **Your Policy** as soon as is reasonably possible; and
   - **d)** Pass on to **Us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
   - **e)** Provide all information and assistance that **We** may reasonably require at **Your** expense (including, where necessary, medical certification and details of **Your** household insurance).
3. **You** must not admit liability for any event, or offer to make any payment, without **Our** prior written consent.
4. The terms of **Your Policy** can only be changed if **We** agree. **We** may require **You** to pay an additional premium before making a change to **Your Policy**.
5. **You** must start each **Insured Journey** from **Your Home** or place of business in the **United Kingdom** and return to **Your Home** or place of business in the **United Kingdom** at the end of each trip, within the permitted trip duration, unless otherwise agreed by **Us**.
6. **You** agree that **We** can:
   - **a)** Make **Your Policy** void where any claim is found to be fraudulent; and
   - **b)** Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** supplied when **You** bought **Your Policy** and other information relating to a claim, may be provided to the register participants; and
   - **c)** Take over and act in **Your** name in the defence or settlement of any claim made under **Your Policy**; and
   - **d)** Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under **Your Policy**; and
   - **e)** Obtain information from **Your** medical records (with **Your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **Your** prior approval.
7. **We** will not pay **You** more than the amounts shown in the **Table of Benefits**.
8. **You** agree that **We** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **Us** details of such other insurance. This condition will not apply to valid Personal accident claims, which **We** will pay in full.
9. **We** shall not be liable to pay damages to **You** for the late payment of a claim under this insurance contract, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.

10. When booking **Your** trip or purchasing this **Policy**, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel and participate in any activities and excursions that **You** have planned during **Your** trip.
11. **We** will only provide cover for domestic travel (within the **United Kingdom**) which includes pre-booked overnight accommodation away from **Your** normal place of residence.
12. 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.
13. **You** cannot transfer **Your** interest in this **Policy** to anyone else.

# IMPORTANT INFORMATION

## Please read

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

### Your declaration and changes

**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 **Your** trip 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.

## Data protection notice

### Consent

**We** will only use **Your** personal data when the law allows **Us** to. Most commonly **We** will use **Your** personal data under the following two circumstances:

1. When **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.
2. Where **We** need to perform the contract which **We** are about to enter into, or have entered into with **You**.

### How do 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**, for 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 Regulation and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processors are Towergate Underwriting Group Limited and their sub-agent.

## 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 Great Lakes Insurance SE and other companies within the ERGO 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 at **ergotravelinsurance.co.uk/privacy-statement** 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:

Post: **Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL, United Kingdom**
Email: **dataprotectionofficer@ergo-travel.co.uk**
Tel: **+44 (0) 1403 788 510**

**Towergate Travel**
3000 Hillswood Drive, Hillswood Business Park, Chertsey, Surrey KT16 0RS
Telephone: **01932 334 140** Email: **TCS@towergate.co.uk** Web: **towergateinsurance.co.uk**

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TRSPW V3 RT 221121

# Table of Benefits

towergate travel

INSURANCE SPECIALISTS TO THE TRAVEL INDUSTRY

**Tour operator:**

Isles of Scilly Travel

**Scheme code:**

IOS/22D

**Maximum trip duration (days):**

The length of your pre-booked trip up to a maximum duration of 70 days

**Validity:**

Valid for holidays booked and policies issued from 01/01/2022 to 31/12/2022 with travel commencing up to 31/12/2023

Isles of Scilly Travel

| Section | Cover | Sums insured | **Excess** for each and every claim, per incident claimed for, by each **insured person** |
|---|---|---|---|
| 1 | **Emergency medical and repatriation expenses** | | |
| | Outside the United Kingdom for emergency medical and surgical treatment and hospital and nursing home charges | Not covered | Not covered |
| | Emergency dental treatment (for pain relief only) | Not covered | Not covered |
| | Local funeral expenses abroad | Not covered | Not covered |
| | Taxi fares and telephone calls necessarily incurred | Not covered | Not covered |
| | Reasonable and additional travelling expenses (as defined) within the UK | Not covered | Not covered |
| | Reasonable and additional travelling expenses (as defined) outside the UK | Not covered | Not covered |
| | Hospital confinement benefit | Not covered | Not covered |
| | Mugging benefit | Not covered | Not covered |
| | UK prescriptions | Not covered | Not covered |
| | UK physiotherapy and chiropractic care | Not covered | Not covered |
| 2 | **Cancellation** | | |
| | Trips to the United Kingdom, Channel Islands, Isle of Man, Europe (as defined) | Up to £500 | £50 per person or £100 per family, reduced to £10 per person for Loss of Deposit |
| | Worldwide trips | Not covered | Not covered |

| Section | Cover | Sums insured | **Excess** for each and every claim, per incident claimed for, by each **insured person** |
|---|---|---|---|
| **3** | **Curtailment and loss of holiday** | | |
| | Trips to the United Kingdom, Channel Islands, Isle of Man, Europe (as defined) | Up to £500 | £50 per person or £100 per family |
| | Worldwide trips | Not covered | Not covered |
| **4** | **Personal accident** | | |
| | Death:<br>▪ Up to age 15 years inclusive<br>▪ Age 16 years to 65 inclusive<br>▪ Age 66 years and over | • £1,000<br>• £15,000<br>• £7,500 | Nil |
| | Loss of one or more limbs and/or loss of sight in one or both eyes:<br>▪ Up to age 15 years inclusive<br>▪ Age 16 years to 65 inclusive<br>▪ Age 66 years and over | • £15,000<br>• £15,000<br>• £15,000 | Nil |
| | Permanent total disablement:<br>▪ Up to age 15 years inclusive<br>▪ Age 16 years to 65 inclusive<br>▪ Age 66 years and over | • Not Covered<br>• £15,000<br>• £15,000 | Nil |
| **5** | **Personal possessions** | Up to £1,500 | £40 per person or £80 per family |
| | Single article limit | £200 | £40 per person or £80 per family |
| | Valuables limit | £200 | £40 per person or £80 per family |
| **6** | **Personal money** | | |
| | Under 16 years of age | Up to £50 | Nil |
| | 16 years of age and over | Up to £200 | £40 per person or £80 per family |
| **7** | **Passport and other documents** | Up to £200 | Nil |
| **8** | **Baggage delay on outward journey** | Up to £100 | Nil |
| **9** | **Missed departure** | | |
| | Trips within the United Kingdom | £250 | Nil |
| | Trips outside the United Kingdom | Not covered | Nil |
| **10** | **Travel delay and abandonment** | | |
| | Delay benefit | Please refer to IOS/22 endorsement | Nil |
| | Abandonment | Up to the amount under Section 2 - Cancellation | £40 per person or £80 per family |
| **11** | **Hijack** | Not covered | Not covered |
| **12** | **Personal liability** | Not covered | Not covered |
| **13** | **Legal costs and expenses** | Not covered | Not covered |

| Section | Cover | Sums insured | **Excess** for each and every claim, per incident claimed for, by each **insured person** |
|---|---|---|---|
| **14** | **COVID-19 cover** | | |
| | Emergency medical and repatriation expenses (outside the United Kingdom) | Not covered | Not covered |
| | Cancellation | Up to £500 for trips to the United Kingdom, Channel Islands, Isle of Man or Europe | £40 per person or £80 per family |
| | Curtailment | Up to £500 for trips to the United Kingdom, Channel Islands, Isle of Man or Europe | £40 per person or £80 per family |
| **15** | **Cruise (optional)** | | |
| | A. Missed port | Not covered | Not covered |
| | B. Cabin confinement benefit | Not covered | Not covered |
| | C. Unused excursions | Not covered | Not covered |
| | D. Increased personal possessions limits<br>▪ Single item limit<br>▪ Valuables | Not covered | Not covered |
| | E. Evening wear | Not covered | Not covered |

**Towergate Travel**
3000 Hillswood Drive, Hillswood Business Park, Chertsey, Surrey KT16 0RS
Telephone: **01932 334 140** Email: **TCS@towergate.co.uk** Web: **towergateinsurance.co.uk**

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# Endorsements

INSURANCE SPECIALISTS
TO THE TRAVEL INDUSTRY

**Tour operator:**

Isles of Scilly Travel

**Scheme code:**

IOS/22D

**Maximum trip duration (days):**

The length of your pre-booked trip up to a maximum duration of 70 days

**Validity:**

Valid for holidays booked and policies issued from 01/01/2022 to 31/12/2022 with travel commencing up to 31/12/2023

Isles of Scilly Travel

Section 10 - Travel Delay and Abandonment is amended to read:

This section does not apply to trips within the United Kingdom, unless involving travel to or from the Isles of Scilly.

This section of the Policy sets out the cover We provide to each Insured Person in total per Insured Journey, up to the sums insured shown in the Table of Benefits, in the event of Your unavoidable delay in departure from Your original scheduled departure time from Your first departure point on Your outward journey or Your last departure point on Your return journey as a result of:

1. Adverse weather conditions (but not those defined as a Catastrophe).
2. Strike or Industrial Action.
3. Mechanical breakdown of the Public Transport on which You are booked to travel.
4. Cancellation by the transport provider of Your scheduled pre-booked international flight, ferry, train or coach.

What is covered

1. Travel delay benefit:
a) To the Isles of Scilly from the United Kingdom mainland exit point and from the Isles of Scilly to the United Kingdom entry point £25 for the first full 6 hours delay and £50 for each further full 4 hours delay up to £75; or
b) In the event of 4 (cancellation by the transport provider) after a full 12 hours delay, corresponding to the delay in departure that You would have experienced had You waited for the earliest replacement travel arrangements offered by Your original transport provider, in the event that You choose to make earlier alternative travel arrangements.
2. In the event that You decide to abandon Your outward trip, the cost of:
a) Your unused non-refundable pre-booked travel and accommodation expenses which You have paid or are contracted to pay; and
b) Your unused non-refundable pre-booked excursions which You have paid or are contracted to pay; and
c) Your unused non-refundable visa or other relevant travel permission which You have paid.
What is not covered

1. The Excess as shown in the Table of Benefits.
2. Any claim unless You have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time.
3. Any claim under 1 b) above unless You have written confirmation from Your original transport provider of the cancellation and of the earliest replacement travel arrangements offered by them.
4. Any claim where the carrier or their handling agents provide alternative transport which departs within 10 hours of Your outward trip or 6 hours of Your return trip of the original scheduled departure time.

5. Any claim as a result of Your failure to check-in at Your departure point by the time shown on Your travel itinerary.
6. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
7. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
8. Any charges in respect of the trip for which there is no contractual liability, or which are recoverable elsewhere.
9. Any claim arising as a result of a Catastrophe.
10. Any claim arising as a result of the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation or instruction of the Civil Aviation Authority or a Port Authority or any such regulatory body.
11. Anything mentioned in the `General Policy Exclusions'.

Additional conditions applying to this section

1. Travel delay benefit is intended to provide compensation if You are delayed at Your point of departure and is only applicable if You have travelled there and checked in. If You have not travelled to Your departure point You will not be covered even if You have checked-in online.

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