



travel insurance  
policy

BRITISH AIRWAYS



## Data Protection

You should understand and give explicit consent that the sensitive health and other information you provide about yourself and others in your party will be used by Optimum Underwriting Limited as Underwriting Agents for Europäische Reiseversicherung AG, Munich, Germany, (ETI) its associated companies, other insurers, regulators, industry bodies and agencies to process your insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those with limited or no data protection laws). We have, however, taken steps to ensure that your information is held securely.

## Useful Telephone Numbers

General Insurance Information:

**0870 460 8893**

(+44 208 760 7366 if calling from outside the UK)

How to make a claim:

**0870 460 8894**

(+44 208 760 7365 if calling from outside the UK)

Emergency 24 Hour Medical Assistance:

**+44 (0) 1444 452999**

Medical Helpline:

**0870 460 8897**

(+44 1689 892280 if calling from outside the UK)

Legal Advice Helpline:

**0117 933 0625**

(+44 117 933 0625 if calling from outside the UK)

The Disability Helpline:

**0870 460 8895**

(+44 1702 423277 if calling from outside the UK)

The Disability Textphone:

**0870 460 8896**

(+44 1702 423277 if calling from outside the UK)

**SUMMARY OF COVER**  
(per person unless stated otherwise)

Section of Cover	Sum Insured	Excess
1 Cancellation	Up to £10,000*	£50/£15 Loss of Deposit
2 Curtailment	Up to £10,000*	£50
3 Missed Departure	Up to £1,000	Nil
4 Travel Delay Abandonment	£30/£30/£300 Up to £10,000*	Nil £50
5 Personal Accident Death Loss of Limbs/Permanent Total Disablement	£10,000 £25,000	Nil Nil
6 Medical Emergency Expenses	Up to £10,000,000	£50
7 Medical Inconvenience Benefit	£50 per day (£1,000 Limit)	Nil
8 Personal Property Single Article Limit Valuables Limit Delayed baggage Personal Money	Up to £2,000 £300 £500 £100 Up to £500 (Cash limited to £300)	£50 £50 £50 Nil £50
9 Loss of Passport/Driving Licence	Up to £500	Nil
10 Personal Public Liability	£2,000,000	Nil
11 Wintersports Ski Equipment Hired Equipment Single Article Limit Ski Hire Delayed Ski Equipment	Up to £750 £750 £250 £15 per day (£300 Limit) £100	£50 £50 £50 Nil Nil
12 Ski Pack	£20 per day (£300 Limit)	Nil
13 Piste Closure	£20 per day (£300 Limit)	Nil
14 Avalanche	Up to £200	Nil
15 Legal Expenses	Up to £50,000	£100
16 Wedding Cover Wedding Rings Wedding Gifts Wedding Attire Wedding Photographs/videos	Up to: £250 £1,000 (per couple) £1,500 (per couple) £750 (per couple)	£50 £50 £50 £50
17 Golf Cover Golf Equipment Single Article Limit Hire of Equipment Delayed Golf Equipment Loss of Green Fees Hole in One	Up to: £1,500 £250 £75 per day (Limit £375) £125 £75 per day (Limit £375) £50	£50 £50 £50 Nil £50 Nil

\*This limit can be increased on application for an additional premium

## WHAT TO DO IF YOU WISH TO MAKE A CLAIM

If **you** need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below, quoting British Airways, the number shown on **your** Validation Certificate or Client Receipt and which section of the policy **you** are claiming under.

### FOR SECTIONS 1 TO 14 & 16 TO 17

#### British Airways Claims Unit

14th Floor, Leon House, 201-241 High Street,  
Croydon, Surrey CR9 1ER

Telephone: 0870 460 8894 (calls may be monitored or recorded for quality purposes) Fax: 020 8760 0298

**Please quote scheme number 443**

### FOR SECTION 15 – LEGAL EXPENSES

Legal Expenses claims are managed by **DAS Legal Expenses Insurance Co. Ltd.**, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. **You** must notify **DAS** immediately in the event of a claim Tel: +44 (0) 117 934 2000, Fax: +44 (0) 117 934 2109. Please refer to the Policy Section 15 (policy conditions/exclusions) for the Legal Costs and Expenses.

#### No Interest

No interest shall be added to any claims payments.

#### Other Insurance

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

#### Rights and Responsibilities

**We** will be entitled to take over and conduct in **your** name (at **our** expense) the defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **you** will give all such information and reasonable assistance as **we** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **ETI** or **DAS** (in respect of Policy Section 15).

In case of **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 death have a post mortem examination of **your** body. **You** will supply at **your** own expense a doctor's certificate in the form required by **us** in support of any medical-related claim under Policy Section 1, 2, 5, 6 and 12.

## EUROLAW LEGAL ADVICE HELPLINE SERVICE

**DAS** will give **you** confidential legal advice over the telephone on any personal legal problem, under the laws of the member states of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

**DAS** provide this service 24 hours a day, seven days a week during the period of insurance. To help **DAS** check and improve their service standards, **DAS** record all calls.

When telephoning, please tell **DAS** that **you** are covered by **ETI** Travel Insurance. **Please do not use this service to report a general travel insurance claim.**

To contact the Legal Advice Helpline, please telephone 0117 933 0625.

**DAS** will not accept responsibility if the Helpline service is unavailable for reasons beyond their control.

## 24 HOUR MEDICAL EMERGENCY SERVICE

**IMPORTANT** – please quote British Airways Insurance and **your** Validation Certificate or Client Receipt Number.

The ETI Emergency Assistance Service provides immediate help in the event of **your** illness or injury arising outside the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, – they provide 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone, or fax.

Should a serious medical problem arise **you** must contact the ETI Emergency Assistance Service immediately.

**Emergency telephone number: UK (+44) (0) 1444 452999**

**Fax: UK (+44) (0) 1444 454522**

**You** are responsible in advising **your** attending doctor to seek prior approval for any treatment except in extreme circumstances where a request for prior approval would delay surgery in a life threatening situation or medical crisis. Failure to contact ETI Emergency Assistance Service may limit the benefits payable, or in certain circumstances, cover will not be provided.

When **you** call upon the services, it is a condition of the service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors.
2. Repatriation arrangements and necessary escorts by a medical attendant.
3. Travel arrangements for other members of **your** party or next-of-kin.
4. On arrival in the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, an ambulance service to hospital or **home**.

Please note: **we** are not responsible for the availability, quality or results of any medical treatment received by **you**. Also, this emergency service should not be used for casual enquiries.

## PAYING MEDICAL BILLS ABROAD

British Airways hope that **you** will enjoy a leisure trip without any health problems, but should it be that **you** need emergency medical treatment then **our** Insurance Partner ETI will do its best via its international network to ensure that **you** need not worry about the payment of such medical services (other than a potential applicable policy excess).



Please, however, refer to the Medical Health Requirements on page 6 of this policy. Provided **you** have declared a pre-existing medical condition to **us** and **we** have accepted to insure it in writing, **you** may use ETI's Emergency Assistance Service.

Most hospitals/clinics/doctors have an agreement with ETI's Euro-Center network in which case bills/invoices covering medical treatment (in-patient/hospitalisation or out-patient/doctors visits) will be forwarded directly to **our** local representatives by the hospital/clinic or doctor. In those cases **you** need not pay the medical expenses other than the Policy Excess (where applicable) during **your** trip. **You** will be required to fill in an ETI Claim Form, please retain a copy for **your** own records. If the treating facility argues that they do not co-operate with Euro-Center and request **you** to pay then **you** must contact ETI's Assistance Company to clarify the situation. If **you** have to pay yourself then **you** should claim the medical expenses upon **your** return to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, by contacting the British Airways Claims Unit. The claim form will be available in the hospitals/clinics/doctors, or the local Euro-Center (refer to [www.euro-center.com](http://www.euro-center.com) for addresses), or the ETI Assistance Company or from British Airways Claims Unit in the **United Kingdom**.

If **you** are travelling within the European Economic Area and carrying an E111 form or the European health insurance card, **you** should use the Form/Card to reduce the claim. If **you** do so the policy excess will not apply.

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# TRAVEL INSURANCE – IMPORTANT NOTICE

Your Travel Insurers wish to bring to Your attention some of the important features of Your travel insurance policy:

- **INSURANCE POLICY:** This contains full details of the cover provided plus the conditions and exclusions which apply to it.  
**You must read the insurance policy carefully.**
- **CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and terms which apply to the whole policy.
- **HEALTH:** The policy contains conditions relating to the health of the people travelling and others upon whose well being the trip may depend. **You** are required to disclose the condition of such people prior to cover being issued and **You** must be aware that failure to disclose such matters will prejudice **Your** position. Please see page 6.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **MEDICAL EXPENSES:** Please note this section does not provide private health care unless specifically approved by ETI Emergency Assistance Service.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount **We** will pay under that section. Some sections also include inner limits eg: for one item, or for **valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an Excess. Where there is an Excess, **You** will be responsible for paying the first part of a claim.
- **REASONABLE CARE:** **You** are required to take all reasonable care to protect yourself and **Your** property and to act as though **You** are not insured.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint. Please see page 25.
- **“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows **You** to return the policy and obtain a full refund if **You** have justifiable reason to be dissatisfied with the cover provided. Please see below.
- **HAZARDOUS HOLIDAY ACTIVITIES:** The policy will not cover **You** when **You** take part in certain **hazardous activities and sports**. Please see pages 8, 23 and 24.
- **DATE CHANGE EXCLUSION:** Changes in dates, could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Certain sections of **Your** policy excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. Please see page 23.
- **GOVERNING LAW:** **Your** policy is governed by the law applicable to where **You** reside within the **United Kingdom**.

## COOLING OFF PERIOD

The cover under section 1, Cancellation, commences as soon as the policy is issued. **We** cannot, therefore, refund **Your** premium after this date, except within the first 14 days of the policy being received or before **You** travel (whichever is sooner), if it does not meet **Your** requirements.

**IF YOU HAVE ANY QUERIES CONTACT YOUR  
BRITISH AIRWAYS REPRESENTATIVE**

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT 04/02/0004 issued to British Airways. This insurance has been arranged by Preferential Insurance Services Limited and underwritten by Optimum Underwriting Limited of PO Box 337, Dorking, Surrey RH4 3YN on behalf of Europäische Reiseversicherung AG, Munich, Germany, (ETI). ETI is a member of the Association of British Insurers and the Financial Ombudsman Service.

This policy constitutes a contract between **you** and **us** and is made up of the schedule and this policy document, which together form the contract of insurance, and is based upon the information that **you** provided during **your** application.

## PERIOD OF INSURANCE

**This Policy is only valid for policies issued between 9th September 2004 and 31st December 2005. All travel must be completed by 31st December 2006.**

Cancellation cover applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked trip (or earlier return to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence). It also includes the period of travel from **home** directly to the departure point and back **home** directly afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

The cover under Section 1 – Cancellation – commences as soon as the trip booking is made and the premium has been paid. **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements.

**We must be informed of any fact which is likely to influence us in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving you with no right to make a claim.**

## MEDICAL HEALTH REQUIREMENTS

**You are not covered if, when you took out this insurance or when you booked your trip, you or any person (including an immediate relative) upon whose health the trip may depend:**

- 1) were aware of any reason why the trip could be cancelled or curtailed or of any Pre-existing condition which could result in a claim;**
- 2) have, during the 24 months before this insurance started or before the trip was booked, suffered from any chronic or recurring illness for which you have received treatment, including the taking of ongoing medication unless declared and accepted by us;**
- 3) are awaiting tests/investigations, or for the results of tests/investigations for a Pre-existing condition;**
- 4) were travelling against the advice of medical practitioner or in order to get medical treatment;**
- 5) have been diagnosed as having a terminal illness;**
- 6) were receiving, recovering from, or on a waiting list for out/day/in-patient treatment in a hospital or nursing home, or on a waiting list to see a consultant/specialist;**
- 7) has been diagnosed as suffering from anxiety or depression or any psychotic mental illness before applying for insurance. Please see General Exclusion 2) on page 23.**

**You must notify the Medical Helpline on 0870 460 8897 at the time of taking out this insurance, and at any time between the time of taking out this insurance and the start date of the trip, if any of the circumstances stated above apply.**



If circumstances change after you have taken out this insurance, we reserve the right to alter the terms of this insurance based on the changed circumstances.

Cover for these conditions will only be provided following our acceptance. If you have any queries, therefore, please do not hesitate to contact the Medical Helpline on 0870 460 8897.

## GEOGRAPHICAL AREAS

Area 1 The **United Kingdom** and Republic of Ireland.

Area 2 Europe, including all countries to the west of the Ural Mountains, islands in the Mediterranean, Morocco, Tunisia, Turkey, the Canary Islands, Madeira and the Azores.

Area 3 Worldwide.

## IMPORTANT NOTES

1) This policy is only available to persons resident in the **United Kingdom** and Republic of Ireland.

2) This policy is only valid for trips commencing in and returning to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence.

3) The cover under Section 1 – Cancellation – commences as soon as the trip booking is made and the premium has been paid. **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements.

4) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.

5) Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident, as do the sums insured under each section.

6) If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 24 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.

7) Winter sports is only available to persons aged 64 years and under (at the date of travel).

8) Golf and Wedding cover is only available if the full cover is taken and the appropriate additional premium has been paid.

9) Family cover applies to **you** and **your** husband/wife or common-law partner (whether **you** and they are the same or different sex) plus all dependent children of either **you**, under the age of 18 years in full-time education, all permanently residing with **you**. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy.

10) Single Parent cover applies to **you** plus all **your** dependent children under the age of 18 years in full-time education, all permanently residing with **you**.

### For Single Trip Insurance:

11) This policy is not valid for trips exceeding 6 months.

12) Winter sports trips are covered if the required additional premium has been paid.

13) This policy is only available to persons under the age of 79 years (at the date of travel).

### For Annual Insurance:

14) The maximum duration of any one trip is 31 days (winter sports limited to 17 days per policy year and only applicable to persons aged 64 years and under).

15) Couple cover applies to **you** and **your** partner who have lived together in a domestic relationship at the same address for at least one year.

16) This policy is only available to persons under the age of 79 years (at the date of issue).

17) This policy is not valid for trips taken within the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, unless pre-booked for a period of three nights or more.

## DEFINITIONS

Wherever the following words and phrases appear in this policy they will always have these meanings:

**We/Us/Our** – Optimum Underwriting Limited as Underwriting Agents for Europäische Reiseversicherung AG, Munich, Germany (ETI).

**You/Your** – Each Insured Person.

**Home** – **Your** residential address in the **United Kingdom** and Republic of Ireland.

**Immediate Relative** – Mother, father, sister, brother, wife, husband, common-law partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister or legal guardian.

**Personal Accident** – Accidental bodily injury caused solely and directly by outward violent and visible means.

**Loss of Limb** – Physical, permanent and total loss of use at or above the wrist or ankle.

**Loss of Sight** – The complete and permanent **loss of sight** in at least one eye.

**Permanent Total Disablement** – Disablement as a result of which there is no business or occupation which **you** are able to attend to which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

**Personal Baggage** – Your suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip. **Money** – Cash, postal and **money** orders, travel tickets, lift passes, passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

**Valuables** – Watches, furs, jewellery, photographic equipment, video equipment, camcorders, audio equipment, and all photographic/digital/optical/audio/video media.

**Golf Equipment** – golf clubs, golf bag, golf trolley and golf shoes.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and Channel Islands.

**Curtail/Curtailment** – Return early to **home** in the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence.

**Medical Practitioner** – A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

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

**Redundancy** – Any person declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

**Public Transport** – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

**Hazardous Activities and Sports** any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity.

The following are examples of **Hazardous Activities and Sports**:

Professional and/or amateur sports involving physical contact (e.g. American Football, handball, football, martial arts, rugby), BMX riding, bungee jumping, big game hunting, coastal waters canoe/kayak, crewing a sailing boat or vessel from one country to another, dangerous overland expeditions, fell running, fencing, gliding, gymnastics, hang-gliding, high diving (less than 10 metres), horse riding, hot-air ballooning, hunting (on foot), jet-skiing, kite boarding, motor cycling or motor scootering or mechanical assisted cycling

exceeding 125cc in engine capacity (when driving or being a passenger), mountaineering (requiring the use of ropes and/or guides), parachuting (solo or tandem), paragliding (overland), parapenting (overland), parascending (over water), pot-holing, quad-biking, rifle range, safaris (unless part of an organised tour), scuba or skin-diving deeper than 10 metres (PADI qualified diving), show jumping, skydiving, steeplechasing, weight lifting (non competitive), white water rafting/canoeing/kayaking.

All amateur sports not involving physical contact are covered with a few limitations indicated with an \* or \*\* below including abseiling\*, archery\*\*, badminton, baseball, basketball, bowls, canoe/kayak (lake and river, excluding white water), clay pigeon shooting\*\*, cricket, cycling (non-competitive), curling, deep-sea fishing (no commercial/competition), dinghy sailing, dry skiing, fell walking, field hockey, fishing, go-carting\*\*, golf\*\*, heptathlon, lacrosse, marathon running, mountain biking, netball, orienteering, paintballing\*\*, polo, pony trekking, rambling, rollerblading, rounders, rowing, safaris/gorilla (organised tours only), sailing (inland/coastal), sailboarding, skateboarding, snorkelling, squash, street hockey, surfing, tennis, trekking/hiking (organised tours only), tour operators' safaris, volleyball (including beach), war games\*\*, water polo, water-skiing\*\*, and windsurfing.

**Note:** non-manual work undertaken during a holiday or leisure trip (including temporary bars, restaurants and farm holidays) is covered.

**\*Excludes personal accident benefits, \*\* Excludes personal liability benefit**

**Ski Equipment** – Skis, ski boots, ski poles and snowboards.

**Ski Pack** – Pre-booked lift passes, hired skis, ski boots and ski school fees.

**Pre-existing condition** – any disease, illness or injury for which:

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

**Psychiatric Condition** – a mental or addictive condition, including alcoholism, drug addiction or eating disorder

## RECIPROCAL HEALTH AGREEMENTS

If **you** intend travelling to European Union countries, **we** strongly advise **you** to obtain from **your** local Post Office a copy of the Department of Health leaflet number T6 which contains forms CM1 and E111.

Form E111 from the Post Office will entitle **you** to benefit from the reciprocal health arrangements, which exist between European Union countries. In the event of a medical claim having been reduced by the use of Form E111 the Excess under Section 6 Medical Emergency Expenses will be reduced to nil.

Also, if **you** are travelling to Australasia there are reciprocal medical treatment arrangements for **United Kingdom** nationals. In-patient and out-patient public hospital treatment is given free of charge or at minimal cost. Should **you** be admitted to hospital then immediate contact must be made with ETI Emergency Assistance and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

## SECTION 1 – CANCELLATION

### YOU ARE COVERED

Up to £10,000 if **your** travel and accommodation arrangements (including BA Miles within 24 hours prior to the departure time), or pre-booked excursions (limited to £150) which have not been used and which **you** have paid for or contracted to pay for, are cancelled before **your** departure from the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

- 1) the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) **you**, (b) any person **you** are intending to travel or stay with, (c) an **immediate relative** of **yours** or of any person **you** are intending to travel with or (d) a **close business associate** of **yours**;

- 2) **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
- 3) **your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this policy was issued;
- 4) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;

#### YOU ARE NOT COVERED FOR

- 1) the first £50 of each and every incident per each insured person involved in the incident (£15 for loss of deposit claims only);
- 2) claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
- 3) anything caused directly or indirectly by:
  - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
  - b) prohibitive regulations by the Government of any country;
- 4) BA Miles where the trip is cancelled more than 24 hours prior to the departure time;
- 5) anything mentioned in the General Exclusions.

#### SECTION 2 – CURTAILMENT

**Curtailment** is only applicable if **you** return to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, earlier than planned.

This section includes the services of ETI Emergency Assistance (details shown on page 3) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

#### YOU ARE COVERED

Up to £10,000 for:

- 1) The value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for or contracted to be paid for before **your** departure from the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, if **you**, and where appropriate a companion covered by this policy, have to **curtail your trip** and return to **your home** earlier than planned due to:
  - a) the death, severe injury or serious illness of:
    - i) **you** or any person **you** are travelling with;
    - ii) an **immediate relative** of **yours** resident in the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence;
    - iii) a **close business associate** of **yours** resident in the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence.
  - b) **your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business.

These proportionate value of costs will be calculated from the date of return to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence.

- 2) Reasonable additional travelling expenses incurred by **you** for returning to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, (Economy Class) earlier than planned for a reason stated in benefit 1 of this section.

#### YOU ARE NOT COVERED FOR

- 1) the first £50 of each and every incident per each insured person involved in the incident;

- 2) claims that are not confirmed as medically necessary by ETI Emergency Assistance and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **us** or ETI Emergency Assistance, as detailed on page 3;
- 4) anything mentioned in the General Exclusions.

**NOTE** – ETI Emergency Assistance only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

### SECTION 3 – MISSED DEPARTURE

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

#### YOU ARE COVERED

Up to £1,000 for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an accident, or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence.

#### YOU ARE NOT COVERED

- 1) if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
- 2) if **you** are not proceeding directly to the departure point;
- 3) unless **you** get a letter from the public transport provider confirming that the service did not run on time;
- 4) unless **you** get confirmation of the delay from the authority who went to the accident or breakdown effecting the car **you** were travelling in;
- 5) for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** policy, provided the policy was issued prior to **your** travel tickets or confirmation of booking being issued;
- 6) for anything mentioned in the General Exclusions.

### SECTION 4 – TRAVEL DELAY & ABANDONMENT

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

#### YOU ARE COVERED

- 1) For a benefit of £30 for the first full 12 hours **you** are delayed and £30 for each full 12 hours **you** are delayed after that, up to a maximum of £300 (regardless of the number of incidents of delay) or
  - 2) up to the amount under the cancellation section of this policy if **you** abandon the trip (on the outward journey only) after the first full 24 hours;
- If **your** outward or return flights, sea crossing, coach or train departure to or from the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, are delayed for more than the periods shown above beyond the intended departure time (as specified on **your** travel ticket) as a result of:
- a) strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
  - b) adverse weather conditions;
  - c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

#### YOU ARE NOT COVERED

- 1) for the first £50 of each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the trip);
- 2) if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;

- 3) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
- 5) for anything mentioned in the General Exclusions.

**NOTE** – This section only applies for delays at **your** final international departure point to or from the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence.

## SECTION 5 – PERSONAL ACCIDENT

### YOU ARE COVERED FOR

The following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months of that accident, is the sole cause of **your** consequent death or disability:

- 1) Death – £10,000
- 2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement** – £25,000

**NOTE** – If **you** are aged under 16 at the time of the accident the death benefit will be limited to funeral and other expenses up to £1,500 and the **permanent total disablement** benefit will not apply to those under 16 or persons over the age of 65.

### YOU ARE NOT COVERED FOR

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) a disease or any physical defect or illness;
- 2) an injury which existed prior to the commencement of the trip;
- 3) pregnancy;
- 4) any claims under this section not notified to us within 12 months of the date of the accident;
- 5) anything mentioned in the General Exclusions.

## SECTION 6 – MEDICAL EMERGENCY EXPENSES (not private health insurance)

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

Before a claim for emergency expenses can be submitted under this section, **you** must contact ETI Emergency Assistance. Please refer to page 3.

If during **your** trip **you** become ill or are injured:

### YOU ARE COVERED

Up to £10,000,000 for costs incurred outside the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to £350;
- 2) for reasonable and necessary additional accommodation (room only), limited to £100 per day and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort home. **Your immediate relative** or friend must be required to remain with you or to travel with you on medical advice and this has to be authorised by the ETI Emergency Assistance or **us**.
- 3) in the event of death:
  - a) for conveyance of the body or ashes to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence, (the cost of burial or cremation is not included) or;
  - b) local funeral expenses abroad limited to £1,000;

**NOTE** – All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured we have the right to bring **you** back **home**, if the treating doctor and the ETI Emergency Assistance doctor agree that **you** can safely travel **home**. If **you** refuse to return **home**, we have the right to stop cover.

#### **YOU ARE NOT COVERED**

- 1) for the first £50 of each and every incident per each insured person involved in the incident;
- 2) for any sums which are recovered by **you** under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) for any expenses incurred for illness, injury or treatment required in consequence of:
  - a) surgery or medical treatment which in the opinion of the attending doctor and the ETI Emergency Assistance doctor can be reasonably delayed until **your** return to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence;
  - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence;
- 4) for preventative treatment which can be delayed until **your** return to the **United Kingdom**, or Republic of Ireland if this is **your** normal country of residence;
- 5) if **you** have not complied with the Medical Health Requirements stated on page 6;
- 6) for claims that are not confirmed as medically necessary by the attending doctor or ETI Emergency Assistance Service;
- 7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation;
- 10) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 11) for telephone expenses;
- 12) for costs that arise over 12 months after a claim was first notified (unless we have been advised, that bills or invoices may be received after this period);
- 13) for anything mentioned in the General Exclusions.

#### **SECTION 7 – MEDICAL INCONVENIENCE BENEFIT**

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

#### **YOU ARE COVERED FOR**

A benefit of £50 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of £1,000, in addition to any medical expenses incurred under Section 6 of this policy.

**NOTE** – Documentation must be submitted to confirm the date and time of admission and discharge.

**YOU ARE NOT COVERED FOR** anything mentioned in section 6 exclusions or the General Exclusions.

#### **SECTION 8 – PERSONAL PROPERTY**

#### **YOU ARE COVERED FOR**

##### 1) **PERSONAL BAGGAGE**

Up to £2,000 for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or

destroyed (after making proper allowance for wear and tear and depreciation). Limited to £500 for all **valuables** in total, limited to £300 for single and/or a pair or set of articles and limited to £50 for Sunglasses.

**NOTE** – In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

## 2) DELAYED BAGGAGE

Up to £100 towards the cost of buying replacement necessities if **your own personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours, and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

**NOTE** – Any amount **we** pay **you** under 2 (Delayed Baggage) will be refunded to **us** if **your personal baggage** proves to be permanently lost.

## 3) PERSONAL MONEY

Up to £500 (limited to £300 for cash losses) if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safe, or safety deposit box.

**NOTE** – If **you** are aged under 18, claims for loss of cash under Personal Money are limited to £100 overall (cash £50).

### YOU ARE NOT COVERED

- 1) for the first £50 of each and every incident per each insured person involved in the incident (not applicable to 2, Delayed Baggage);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **personal baggage, valuables** or **money**;
- 4) if **your personal baggage** is lost, damaged or delayed in transit, if **you** do not:
  - a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
  - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 5) for loss, destruction, damage or theft:
  - a) from confiscation or detention by customs or other officials or authorities;
  - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, portable telephones, computers and/or accessories, televisions, sports gear whilst in use, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china;
  - c) due to wear and tear, denting or scratching, moth or vermin;
  - d) of **valuables** left as checked-in baggage.
- 6) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
- 7) for **valuables** stolen from an unattended vehicle.
- 8) for **personal baggage** stolen from:
  - a) an unattended vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, and there was evidence of forcible and violent entry or,



- b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am;
- 9) for any shortages due to error, omission or depreciation in value;
- 10) for any property more specifically insured or recoverable under any other source;
- 11) for anything mentioned in the General Exclusions.

## SECTION 9 – LOSS OF PASSPORT/DRIVING LICENCE EXPENSES

### YOU ARE COVERED

Up to £500 for reasonable additional travel or accommodation expenses **you** incur abroad in obtaining a new passport/driving licence, if **your** passport or driving licence is lost or stolen.

### YOU ARE NOT COVERED

- 1) if **you** do not exercise reasonable care for the safety or supervision of **your** passport/driving licence;
- 2) if **you** do not obtain a written police report within 24 hours of the loss;
- 3) for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 4) for anything mentioned in the General Exclusions.

## SECTION 10 – PERSONAL PUBLIC LIABILITY

### YOU ARE COVERED

Up to a maximum of £2,000,000 for **your** legal expenses and legal liability for damages which were caused by an accident that happened during the trip, leading to a claim being made against **you** for:

- 1) accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;
- 2) loss of or damage to any property which does not belong to, or is not in the charge or control of **you**, or any member of **your** family, household or employee;
- 3) damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

### YOU ARE NOT COVERED FOR

- 1) fines imposed by a Court of Law or other relevant bodies;
- 2) anything caused directly or indirectly by:
  - a) liability which **you** are responsible for, because of an agreement that was made;
  - b) injury, loss or damage arising from:
    - i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
    - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
    - iii) the carrying out of any trade or profession;
    - iv) racing of any kind;
    - v) any deliberate act;
  - c) liability covered under any other insurance policy;
- 3) anything mentioned in the General Exclusions.

**NOTE – If you are using a mechanical/motorised vehicle, make sure that you are adequately insured for third party cover, as you are not covered under this insurance.**

## SECTION 11 – SKI EQUIPMENT

This section of cover is only applicable if the appropriate winter sports premium has been paid for the single trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under the Annual Multi-Trip policy.

### YOU ARE COVERED

#### 1) SKI EQUIPMENT

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

#### 2) SKI HIRE

For £15 per day up to a maximum of £300 in all for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your own ski equipment** during the period of Insurance.

#### 3) DELAYED SKI EQUIPMENT

Up to £100 towards the cost of hiring replacement **ski equipment** necessities, if **your own ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

### YOU ARE NOT COVERED

- 1) for the first £50 of each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your own** or **your hired ski equipment**;
- 3) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **your own** or **your hired ski equipment**;
- 4) if **your own** or **your hired ski equipment** is lost, damaged or delayed in transit, if **you** do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
  - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your own** or **your hired ski equipment** stolen from:
  - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle was parked within sight of **you**), and there was evidence of forcible and violent entry;
  - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am.
- 7) for anything mentioned in the General Exclusions.

## SECTION 12 – SKI PACK

This section of cover is only applicable if the appropriate winter sports premium has been paid for the single trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under the Annual Multi-Trip policy.

### YOU ARE COVERED

Up to £20 per day up to a maximum of £300 in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your trip**

commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

#### **YOU ARE NOT COVERED**

- 1) for claims that are not confirmed as medically necessary by ETI Emergency Assistance Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 3) for anything mentioned under the General Exclusions.

#### **SECTION 13 – PISTE CLOSURE**

This section of cover is only applicable if the appropriate winter sports premium has been paid for the single trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under the Annual Multi-Trip policy.

Cover is only available under this Section between 1st December to 30th April. If there is a lack of snow in **your** resort and it closes, which prevent **you** from skiing

#### **YOU ARE COVERED**

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

#### **YOU ARE NOT COVERED**

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

#### **SECTION 14 – AVALANCHE CLOSURE**

This section of cover is only applicable if the appropriate winter sports premium has been paid for the single trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under the Annual Multi-Trip policy.

#### **YOU ARE COVERED FOR**

Up to £200 for reasonable additional travel and accommodation expenses necessarily incurred to reach **your** booked destination if, as a direct result of an avalanche, **your** transfer from or to **your** pre-booked resort is delayed.

#### **YOU ARE NOT COVERED**

- 1) for anything mentioned under **YOU ARE NOT COVERED** of Section 3 – Missed Departure;
- 2) for anything mentioned in the General Exclusions.

#### **SECTION 15 – LEGAL EXPENSES**

This part of the policy sets out the cover we provide in total, per Insured Journey to an Insured Person in relation to **Costs and Expenses**.

DAS Legal Expenses Insurance Company Limited manages and controls all claims under this section.

## Definitions applicable to this section (in addition to the Words with Special Meaning Section)

**Representative** – The lawyer or other suitably qualified person who has been appointed by **us** to act for an **Insured Person** in accordance with the terms of this section.

### Costs and Expenses

(a) **Legal Costs** – all reasonable and necessary costs chargeable by the **Representative** on a standard basis.

(b) **Opponents' costs** – **we** will also pay the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **our** agreement.

**Date of Occurrence** – the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **Date Of Occurrence** is the date of the first of these events.

## WHAT IS COVERED

**We** agree to provide the insurance in this section, as long as:

(a) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**; and

(b) any legal proceedings will be dealt with by a court, or other body which **we** agree to ; and

(c) for civil claims, it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence;

2) for all insured incidents, **we** will help in appealing or defending an appeal as long as the **Insured Person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **Costs and Expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful;

3) **we** will only pay the **Legal Costs** charged by a **Representative** appointed by **us**;

4) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000. If the aggregate limit is reached this amount will be allocated in proportion to **our** liability to each **Insured Person**;

## INSURED INCIDENTS

1) **Bodily Injury** – **we** will pay reasonable **Costs and Expenses** to pursue an **Insured Person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **Insured Person** occurring outside the **United Kingdom** and the Channel Islands, or Republic of Ireland if this is **your** normal country of residence, to recover damages or compensation.

### WHAT IS NOT COVERED UNDER BODILY INJURY

A claim relating to:

1) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or

2) defending an **Insured Person's** legal rights, but defending a counter-claim is covered.

### YOU ARE NOT COVERED IN THIS SECTION FOR

1) a claim reported to **us** more than 180 days after the **Insured Person** should have known about the insured incident;

2) an incident or matter arising before the start of this section;

3) **Costs and Expenses** incurred before **our** written acceptance of a claim;

4) fines, penalties, compensation or damages which an **Insured Person** is ordered to pay by a court or other authority;

- 5) a legal action that an **Insured Person** takes which we or the **Representative** have not agreed to, or where an **Insured Person** does anything that hinders us or the **Representative**;
- 6) a claim relating to written or verbal remarks which damage an **Insured Person's** reputation;
- 7) a dispute with us or British Airways not otherwise dealt with under Condition 6;
- 8) an application for judicial review;
- 9) any **Costs and Expenses** that are incurred where we agree a contingency fee arrangement with the **Representative**;
- 10) any claim against us, our agent, tour operator or travel agent.

## Conditions applying to Section 15

- 1) a) We can take over and conduct in the name of an **Insured Person**, any claim or legal proceedings at any time.  
We can negotiate any claim on behalf of an **Insured Person**.  
b) The **Insured Person** is free to choose a **Representative** (by sending us a suitably qualified person's name and address) if:
    - i) we agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured Person** in those proceedings; or
    - ii) there is a conflict of interest.

We may choose not to accept the **Insured Person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **Representative** in these circumstances, the **Insured Person** may choose another suitably qualified person.
  - c) In all circumstances except those in 1(b) above, we are free to choose a **Representative**.
  - d) Any **Representative** will be appointed by us to represent an **Insured Person** according to our standard terms of appointment. The **Representative** must co-operate fully with us at all times.
  - e) We will have direct contact with the **Representative**.
  - f) An **Insured Person** must co-operate fully with us and the **Representative** and must keep us up to date with the progress of the claim.
  - g) An **Insured Person** must give the **Representative** any instructions that we require.
- 2) a) An **Insured Person** must tell us if anyone offers to settle a claim.  
b) If an **Insured Person** does not accept a reasonable offer to settle a claim, we may refuse to pay further **Costs and Expenses**.  
c) We may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 3) a) An **Insured Person** must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited, if we ask for this.  
b) An **Insured Person** must take every step to recover **Costs and Expenses** that we have to pay, and must pay us any **Costs and Expenses** that are recovered.
- 4) If the **Representative** refuses to continue acting for an **Insured Person** or if an **Insured Person** dismisses the **Representative**, the cover we provide will end at once, unless we agree to appoint another **Representative**.
  - 5) If an **Insured Person** settles a claim or withdraws it without our agreement, or does not give suitable instructions to a **Representative**, the cover we provide will end at once and we will be entitled to reclaim any **Costs and Expenses** we have paid.
  - 6) If we and an **Insured Person** disagree about the choice of **Representative**, or about the handling of a claim, we and the **Insured Person** can choose another suitably qualified person to decide the matter.

**We** and the **Insured Person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.

7) **We** may, at **our** discretion, require the **Insured Person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **Insured Person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

8) **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

## SECTION 16 – WEDDING COVER

This section is optional and is only applicable for Weddings abroad where the appropriate additional premium has been paid

### Definitions Wedding Cover

**You/your** – Each insured person/couple

**Wedding attire** – dress, suit, shoes etc. brought specifically for the occasion and make-up, hairstyling and flowers paid for or bought for the occasion

**Note:** the remaining definitions detailed in your policy will apply where applicable

### 1) WEDDING RINGS

#### YOU ARE COVERED

Up to £250 for the value or repair of **your** wedding ring taken on **your** trip if it is lost, damaged or destroyed during the trip

#### YOU ARE NOT COVERED

For the first £50 for each incident for each insured person

### 2) WEDDING GIFTS

#### YOU ARE COVERED

Up to £1,000 per insured couple for the value or repair of **your** wedding gifts taken on **your** journey, if they are lost, damage or destroyed on the trip. Limited to £300 for single and/or pair or set of articles.

#### YOU ARE NOT COVERED

For the first £50 or each and every incident per each insured couple

### 3) WEDDING ATTIRE

#### YOU ARE COVERED

Up to £1,500 per insured couple to:-

- a) repair the damaged item(s) or
- b) purchase similar replacement items

if **your** wedding attire which is specifically to be worn by **you** on **your** wedding day is lost, damaged or destroyed during the trip.

**Note:** – Proof of the existence of the lost or damaged item will be required, together with receipts of the repairs detailing the extent of the damage, and receipts for the replacement items. In the event of the replacement items being purchased, the damaged items should be kept and produced in the event of a claim.

#### YOU ARE NOT COVERED

For the first £50 of each and every incident per each insured couple

#### 4) WEDDING PHOTOGRAPHS OR VIDEO RECORDING

##### YOU ARE COVERED

Up to £750 in all per insured couple for the reasonable additional cost **you** incur to reprint the photographs or retake the video recording, if the professional photographer who was prebooked to take the photographs or video recording on **your** wedding day is unable to fulfil such obligations due to illness or injury or if the photographs or video recording of the wedding day taken by a professional photographer are lost, damaged or destroyed within 14 days after the wedding day and whilst **you** are still at the holiday honeymoon location.

##### YOU ARE NOT COVERED

For the first £50 of each and every incident per each insured couple.

##### Note for sections 1,2, 3 and 4 of the wedding cover

- a) in the event of a claim in respect of a pair or set of articles we will be liable only for the value of that part of the pair that is lost, stolen or damaged
- b) settlement of any claim will take into account depreciation of value due to age wear and tear

##### For sections 1,2, 3 and 4 of the wedding cover

##### YOU ARE NOT COVERED

- 1) If **you** do not exercise reasonable care for the safety and supervision of your property;
- 2) if **you** do not obtain a written police report within 24 hours of the discovery in the event of lost, burglary or theft of **personal baggage** or **valuables**;
- 3) if you do not obtain a written carriers report if your **personal baggage** is lost or damage in transit (or a property irregularity report in the case of an airline);
- 4) for lost destruction, damage or theft:-
  - a) from confiscation or detention by customs or other officials or authorities
  - b) of documents of any kind, tents, antiques, musical instruments, pictures, portable telephones, computers and or accessories, televisions, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china;
  - c) due to wear and tear, denting or scratching, moth or vermin;
  - d) of **valuables** left as checked in baggage;
- 5) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- 6) for **valuables** stolen from an unattended vehicle;
- 7) for anything stolen from:
  - a) an unattended vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
  - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
- 8) for any shortages due to error, omission or depreciation in value;
- 9) for any property more specifically insured or recoverable under any other source;
- 10) for anything mentioned in the General Exclusions.

#### SECTION 17 – GOLF COVER

This section is optional and is only applicable where the appropriate additional premium has been paid

##### 1) LOSS OF GOLF EQUIPMENT

##### YOU ARE COVERED

Up to £1,500 for the value or repair of any of **your** own **Golf equipment** (after making proper allowance for wear and tear and depreciation) or hired

**Golf equipment**, which is lost, stolen, damaged or destroyed). Limited to £250 per single item, pair or set.

## 2) HIRE OF GOLF EQUIPMENT

### YOU ARE COVERED

For £75 per day up to a maximum of £375 for the reasonable cost of hiring replacement **Golf equipment** as a result of the accidental loss, theft or damage of your own **Golf equipment** during the period of insurance.

## 3) DELAYED GOLF EQUIPMENT

### YOU ARE COVERED

Up to £125 for the purchase of essential replacement **Golf Equipment** if **your own Golf equipment** is temporarily lost for more than 12 hours on **your** outward journey.

**For sections 1,2 and 3 of the Golf Cover**

### YOU ARE NOT COVERED

- 1) for the first £50 of each and every incident per each insured person involved in the incident (not applicable to Section 3 of **Golf Equipment**;
  - 2) if **you** do not exercise reasonable care for the safety and supervision of your own or your hired **golf equipment**;
  - 3) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of your own or your hired **golf equipment**;
  - 4) if **your own** or **your hired Golf Equipment** is lost, damaged or delayed in transit, if **you** do not:
    - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report, in the case of an airline) or,
    - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
  - 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
  - 6) for **you own** or **your hired golf equipment** stolen from:
    - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
    - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
- for anything mentioned in the General Exclusions.

## 4) LOSS OF GREEN FEES

### YOU ARE COVERED

Up to £75 per day up to a maximum of £375 in all for the unused portion of **your** Green Fees costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused green fees.

**For section 4 of the Golf Cover**

### YOU ARE NOT COVERED

- 1) for claims that are not confirmed as medically necessary by the ETI Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 - Medical Emergency Expenses;
- 3) for anything mentioned in General Exclusions.



## 5) HOLE IN ONE

### YOU ARE COVERED

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

**NOTE** – This benefit of £50 will only be payable once in any game.

### For section 5 of the Golf Cover

#### YOU ARE NOT COVERED

- 1) if **you** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
- 2) or anything mentioned in the General Exclusions.

## GENERAL EXCLUSIONS

### YOU ARE NOT COVERED FOR

Anything directly or indirectly caused by:

- 1) **your** suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life);
- 2) **you** being diagnosed as suffering from anxiety or depression or any psychiatric condition before **you** apply for insurance;
- 3) pregnancy within fourteen weeks before the estimated date of delivery;
- 4) professional or organised sports, winter sports, (unless the appropriate premium has been paid or 17 days cover has been provided on an annual policy), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres or scuba diving without a qualified instructor, **hazardous activities and sports**;
- 5) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 6) air travel within 24 hours of scuba diving;
- 7) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 8) consequential loss of any kind;
- 9) any claim arising from sexually transmitted infections;
- 10) any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused;
- 11) a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power; or  
b) any act of terrorism;  
an act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
- c) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a) and/or b) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a) and/or b) above;

**you** are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;

- 12) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:
- a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
- 13) **you** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet;
- 14) **you** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
- 15) cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 16) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
- 17) **your** manual work or hazardous occupation of any kind (this does not apply to Section 1 – Cancellation);
- 18) taking part in dangerous expeditions or the crewing of a vessel outside European waters;
- 19) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
- 20) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses and Section 7 – Medical Inconvenience Benefit);
- 21) off-piste skiing except whilst under the supervision of a qualified guide/instructor;
- 22) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;
- 23) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
- 24) **you** not following any suggestions or recommendations made by any government or other official authority during the period of insurance.

## CONDITIONS

1. No payment will be made under Sections 1, 2, 5, 6, 7, 12, 15 or 17 without appropriate medical certification.
2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original validation certificate must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
9. **We** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect.
10. It is a condition of this insurance that all material facts have been disclosed to **us**, failure to do so may invalidate this insurance leaving **you** with no right to make a claim.

11. If at the time of making a claim there is any other policy covering the same risk we are entitled to contact that insurer for a contribution.

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 apart from that Act.

## COMPLAINTS PROCEDURE

Any enquiry or complaint **you** may have regarding **your** policy, or a claim notified under **your** policy, should be addressed to the appropriate company listed below. Please quote details of the policy, including **your** Validation Certificate number and/or claim number to enable the enquiry to be dealt with speedily.

If **you** are not satisfied with the handling of a complaint, **you** should write to the following:-

### FOR SECTIONS 1 TO 14 & 16 TO 17

Managing Director,  
Optimum Underwriting Limited,  
PO Box 337,  
Dorking,  
Surrey RH4 3YN

### FOR SECTION 15 – LEGAL EXPENSES

Managing Director,  
DAS Legal Expenses Insurance Company Limited,  
DAS House,  
Quayside,  
Temple Back,  
Bristol BS1 6NH

### FOR ALL SECTIONS

If **your** complaint is not dealt with to **your** satisfaction by either of the Managing Directors as stated above, **you** should then write to:

Managing Director,  
ETI International Travel Protection,  
Bales Court,  
Barrington Road,  
Dorking,  
Surrey RH4 3EJ

If **you** are still not satisfied **you** have the right to refer any dispute to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.



ETI

Emergency  
Medical Assistance

Referential

The ETI Emergency Assistance Service provides immediate help in the event of your illness or injury arising outside the United Kingdom, or Republic of Ireland if this is your normal country of residence – they provide 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone, or fax.

**Fax: +44 (0) 1444 454522**

Please carry this card with you at all times.

Arranged by



Underwritten by Optimum Underwriting Limited on behalf of Europäische Reiseversicherung AG, Munich, Germany (ETI)

ETI is licensed by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, [www.bafin.de](http://www.bafin.de)) approved by the Financial Services Authority (FSA, [www.fsa.gov.uk](http://www.fsa.gov.uk)) to undertake insurance business in the UK

Optimum Underwriting Limited and ETI are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the Scheme if we are unable to meet our financial obligations.

Full details are available from the FSCS.

Optimum Underwriting Limited Registered Office:  
Somers, Cranbrook Road, Benenden, Kent TN17 4ET  
Registered in England No. 3805719

Preferential Insurance Services Limited and Optimum Underwriting Limited will be regulated by the Financial Services Authority from 14 January 2005

For details of the Euro-center network and service, see page 3 of this Policy. Information regarding the Euro-Center can be obtained from [www.euro-center.com](http://www.euro-center.com) or [www.travel-insurance.com](http://www.travel-insurance.com) or via the Claims Service.



**BRITISH AIRWAYS**



Name

Policy Number

**Emergency Medical Assistance**

**Telephone: +44 (0) 1444 452999**