

Value Travel Insurance

Data Protection

In order to provide **you** with this policy, **we** need to collect and process personal information about **you** and others who may be a party to the product **you** wish to purchase. This information will be used by **us**, **our** 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

Medical Helpline:

+44 (0) 208 865 3075

How to make a claim:

For General claims:

+44 (0) 208 865 3209

For Scheduled Airline Failure:

+44 (0) 208 776 3752

Emergency 24 Hour Medical Assistance: +44 (0) 1444 442600

Legal Advice Helpline:

+44 (0) 117 933 0625

The Disability Helpline:

+44 (0) 208 865 3058

The Disability Textphone:

+44 (0) 0208 865 3065

British Airways Policy Summary -Value Travel Insurance

This Policy Summary is to help you understand the insurance that your Policy provides. It details the key features, benefits, limitations, and exclusions, but you still need to read the Policy Wording for a full description of the terms of the insurance, including the policy definitions, together with the Schedule and any endorsements applying to your policy. The levels of cover and excesses which apply to your insurance are detailed in the Summary of Cover on page 1 of your Policy Wording. An Important Notice and Important Notes are detailed on pages 5-7 of your Policy Wording. This Policy Summary does not form part of the Policy Wording.

Insurers: The insurance provided is underwritten by Collinson Insurances Services Limited on behalf of ERV (Europäische Reiseversicherung AG, Munich, Germany an ERGO Company) except for Legal expenses cover which is by DAS Legal Expenses Insurance Company Limited and Scheduled Airline Failure by certain underwriters at Lloyd's of London.

Purposes of this Insurance: to provide financial protection and emergency medical assistance for your trip(s).

Period of Cover: as stated in your Policy Schedule / Booking Confirmation.

The Cover				
Section of Cover	Up to Limit of (£) per Insured Person	Excess	Further details in the the Policy Wording	
			Section	Page(s)
Cancellation	£4,000	£75/£15		
		Loss of		
		Deposit	1	10-11
Curtailment	£4,000	£75	2	11-12
Missed Departure	£500	Nil	3	12
Delayed Departure	£20/£20/£300	Nil		
Abandonment	£4,000	£75	4	12-13
Personal Accident				
Death	£5,000	Nil	5	13
Loss of Limb or Sight or Permanent	C4 F 000	N.P.I		
Total Disablement (not applicable to those aged	£15,000	Nil		
under 16 at the time of the				
accident or death)				
Medical Emergency Expenses	£15,000,000	£75	6	13-14
Medical Inconvenience Benefit	£300 (£50 per day)	Nil	7	14-15
Personal Property	£750	£75		
Single Article Limit	£150			
Valuables Limit	£200		8	15-16
Delayed Baggage	£100	Nil		
Personal Money	£500 (£100 in cash)	£75		
Loss of Passport	£500	Nil	9	16
Personal Liability	£2,000,000	Nil	10	16-17
Legal Expenses	£15,000	Nil	11	17-19
Scheduled Airline Failure	£4,000	Nil	12	19-20
Motor Breakdown	See pages 20	Nil	13	20

The following sections are subject to an additional premium (Sections 14 to 17 are automatically covered under an Annual Multi-Trip policy for Winter Sports Trips up to a duration of 17 days):

Cover	Up to Limit of (£) per Insured Person	Excess	Further details in the the Policy Wording	
			Section	Page(s)
Winter Sports				
Ski Equipment	£750	£75		
Hired Equipment	£750	£75		
Single Article Limit	£250		14	20-21
Ski Hire	£300 (£15 per day)	Nil		
Delayed Ski Equipment	£100	Nil		
Lift Pass	£100	£75		
Ski Pack	£300 (£20 per day)	Nil	15	21
Piste Closure	£300 (£20 per day)	Nil	16	22
Avalanche Closure	£200	Nil	17	22
Wedding Cover:				
Wedding Rings	£250	£50		
Wedding Gifts	£1,000 (per couple)	£50	18	22-24
Wedding Attire	£1,500 (per couple)	£50		
Wedding Photographs/Video	£750 (per couple)	£50		
Golf Cover:				
Golf Equipment	£1,500	£50		
Single Article Limit	£250			
Hire of Equipment	£375 (£75 per day)	£50	19	24-25
Delayed Golf Equipment	£125	Nil		
Loss of Green Fees	£375 (£75 per day)	£50		
Hole in One	£50	Nil		

Principal Exclusions and Limitations	Policy Reference
Medical Health Requirements	
Restrictions in cover apply if a claim is made relating to a medical condition, illness, or injury, of the Insured Person(s), or any person who your travel depends on, which you or they knew about before you bought this insurance, or which develops before the start of your travel. It is very important that you refer to the Pre-Existing Medical Condition Clause on page 6 of the Policy Wording. If you have any queries regarding cover, you should contact us.	Important: Pre-Existing Medical Condition Clauses Page 6
Sports and Activities The policy does not provide any cover if participating in certain sports and activities. For certain activities or sports cover excludes Personal Accident and/or Personal Liability benefits. We may be prepared to offer some cover for certain of these activities or sports if an additional premium has been paid, so if you require such cover, or are unsure whether the particular activity or sport is considered hazardous by us, you should contact us.	Definitions & General Exclusions Pages 9, 25-26

Personal Property			
Cover is provided for loss, damage, or theft of your Personal Property, including Personal Money and Loss of Documents. We may, however, take off an amount for wear and tear when settling a claim, depending on the age and condition of the property. Cover is only provided up to maximum amounts for individual items, valuable items, and cash within the overall limit. The Policy Wording provides full details of these limits.	Summary of Cover Page 1		
Policy Excess			
Certain sections of cover are subject to a policy excess applying to each claim. Excess means that you are responsible for the first sum per person per incident when you claim. The amount of any excess is detailed in the Policy Wording on the Summary of Cover page 1, and under the Sections to which an excess applies.	Summary of Cover & Important Notice Pages 1 & 5		
Duration of Cover			
All trips must start and end from the United Kingdom (including the Isle of Man and Channel Islands) or Republic of Ireland if this is your usual country of residence, and the policy must cover the whole duration of the trip, and cannot be effected once travel has commenced. If your insurance is under an Annual Multi- Trip Policy, a maximum duration of any one trip applies. The limit, including the limit for Winter Sports cover is stated in the Policy Wording.	Important Notes Page 7		
If you change your mind			
If, having examined your Policy Wording, you decide the insurance does not meet your needs, you can cancel the insurance within 14 days from the date you receive the Policy Wording or before you travel (whichever is sooner), and we will refund the premium provided you have not taken a trip to which the insurance applies, and you have not made a claim. If you wish to cancel your insurance you should contact us immediately.	"Cooling off" Period Page 5		
Making a Claim – If you wish to make a claim, please telephone the appropriate number below:			

Emergency 24 Hour Medical Assistance

Telephone ERV Emergency Assistance Service +44 (0) 1444 442600

Legal Expenses Claims

Telephone DAS Legal Expenses Insurance Co. Ltd. +44 (0) 117 933 0625

All other Claims please report to British Airways Travel Claims Department, c/o Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Telephone 0208 865 3209 or by email claimsadmin1@intana-assist.com Please quote Scheme Number B900

DEMANDS AND NEEDS STATEMENT

This travel insurance is typically suitable for those who wish to insure themselves against a range of travel related risks/perils as set out earlier on in this document.

You may already possess alternative insurance(s) for some or all of the features and benefits provided by this product. It is **your** responsibility to investigate this.

ERV has not provided **you** with any recommendation or advice about whether this product fulfils **your** specific insurance requirements.

YOUR RIGHT TO COMPLAIN – We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please contact:

- a) Intana, Complaints Department, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.
- b) Any complaint you may have regarding the insurance under your Policy, or the way a claim has been dealt with, please follow the Complaints Procedure detailed on page 28 of your Policy Wording.

If after following the procedure detailed in a) or b) above you are still dissatisfied, you have the right to refer your complaint to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Insurers are covered by the FSCS which means that you may be entitled to compensation from the scheme if they are unable to meet their financial obligations. Full details are available from the FSCS.

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

ERV is approved by the Irish Financial Services Regulatory Authority (IFSRA, www.ifsra.ie) to undertake insurance business in the Republic of Ireland.

DAS Legal Expenses Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

SUMMARY OF COVER (per person unless stated otherwise)

	Section of Cover	Sum Insured	Excess
1	Cancellation	Up to £4,000	£75/£15 Loss of Deposit
2	Curtailment	Up to £4,000	£75
3	Missed Departure	Up to £500	Nil
4	Delayed Departure Abandonment	£20/£20/£300 Up to £4,000	Nil £75
1 -	Personal Accident Death Loss of Limbs/Permanent Total Disablement applicable to those aged under 16 the time of the accident or death)	£5,000 £15,000	Nil Nil
6	Medical Emergency Expenses	Up to £15,000,000	£75
7	Medical Inconvenience Benefit	£50 per day (£300 Limit)	Nil
8	Personal Property Single Article Limit Valuables Limit Delayed Baggage Personal Money	Up to £750 £150 £200 £100 Up to £500 (Cash limited to £100)	£75 Nil £75
9	Loss of Passport	Up to £500	Nil
10	Personal Liability	£2,000,000	Nil
11	Legal Expenses	Up to £15,000	Nil
12	Scheduled Airline Failure	£4,000	Nil
13	Motor Breakdown	See page 20	Nil

The following sections are subject to an additional premium (Sections 14 to 17 are automatically covered under an Annual Multi-Trip policy for Winter Sports trips up to a duration of 17 days)

14	Wintersports Ski Equipment Hired Equipment Single Article Limit Ski Hire Delayed Ski Equipment Lift Pass	Up to £750 £750 £250 £15 per day (£300 Limit) £100 £100	£75 £75 Nil Nil £75
15	Ski Pack	£20 per day (£300 Limit)	Nil
16	Piste Closure	£20 per day (£300 Limit)	Nil
17	Avalanche Closure	Up to £200	Nil
18	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
19	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 Nil £50 Nil

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 10, and 13 to 19

British Airways Travel Claims Department

c/o Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Telephone: 0208 865 3209 (calls may be monitored or recorded for quality purposes) Email: claimsadmin1@intana-assist.com

Please quote scheme number B900

FOR SECTION 11 - 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) 117 933 0625, Fax: +44 (0) 117 934 2109. Please refer to the Policy Section 11 (policy conditions/exclusions) for the Legal Costs and Expenses.

FOR SECTION 12 - SCHEDULED AIRLINE FAILURE

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to:

IPP Claims Office

IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR Telephone: +44 (0)20 8776 3752 Fax: +44 (0)20 8776 3751 Email: info@ipplondon.co.uk Websitie: www.ipplondon.co.uk IPP will only accept claims submitted up to six months after the failure. Any claims submitted after the six month period will not be processed.

No Interest

No interest shall be added to any claims payments.

Other Insurance

If any **insured person** claims under this Policy for something which is also covered by another insurance Policy or by credit card insurance, the **insured person** must provide **ERV** 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 costs 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 ERV, or DAS in respect of Policy Section 11, or IPP in respect of Policy Section 12.

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, 7 and 15.

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 ERV 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 Value Insurance and your Validation Certificate or Client Receipt Number.

The ERV Emergency Assistance Service provides immediate help in the event of **your** illness or injury arising outside **your home country** – 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 ERV Emergency Assistance Service immediately.

Emergency telephone number: UK (+44) (0) 1444 442600 Fax: UK (+44) (0) 1444 440017

You are responsible for 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 ERV 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.
- Repatriation arrangements and necessary escorts by a medical attendant.
- 3. Travel arrangements for other members of your party or next-of-kin.
- On arrival in your home country, 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.

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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 ERV Emergency Assistance Service.
- PROPERTY CLAIMS: These are settled on an actual value basis, making an allowance as necessary for wear and tear and depreciation from the original purchase price – 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 EXCESS: Claims under most sections of the policy will be subject to a policy excess. Where there is a policy excess, you will be responsible for paying the first part of 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 28.
- "COOLING OFF' PERIOD: The policy contains a "cooling off" period which allows you to return the policy and obtain a full refund, subject to certain conditions. Please see further details below.
- SPORTS AND ACTIVITIES: The policy will not cover you when you take part in certain sports and activities. Please see pages 9, 25 and 26.
- 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 26.
- GOVERNING LAW: Your policy is governed by the law applicable to where you reside within the United Kingdom.

COOLING OFF PERIOD

You have a 14 day cooling off period from the date you receive your policy documentation during which you can cancel your policy and receive a full refund, provided no claims have been made. If the start date of your policy is within 14 days of the date of purchase, you can cancel your policy before the start date and receive a full refund.

If you choose to cancel the policy after the 14 day cooling off period or after you have travelled, we will not refund any premium.

This insurance is underwritten by Collinson Insurance Services Limited, on behalf of Europäische Reiseversicherung AG, Munich, Germany, (ERV), an ERGO Group Company.

This document 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.

We will provide the services and benefits described in this policy:

- · during the Period of Insurance
- · within the Geographical Limits
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
- to persons who habitually reside in the UK and Republic of Ireland (i.e. months abroad in the year prior to purchasing the policy)
- following payment of the appropriate premium for the level of cover selected

PERIOD OF INSURANCE

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 **your home country**). 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.

IMPORTANT: PRE-EXISTING MEDICAL CONDITIONS CLAUSE

It is very important that you read and understand the following:-

- 1) You are not covered (for the relevant condition) for claims directly, or indirectly resulting from you, or anyone in your travelling party, or anyone on whose health your trip may depend, having suffered from, or been treated for, or diagnosed with, any of the following medical conditions in the 12 months before the issue date of your policy:
 - a) a cardiovascular or heart related condition (heart attack, angina, chest pain, hypertension, and any other heart conditions);
 - b) a lung or respiratory related condition (not including asthma, when it is controlled and you have no other medical condition);
 - c) cancer;
 - d) a psychological or psychiatric condition;
 - e) a terminal condition.
- 2) You will not be covered for any claim arising from a medical condition of someone you were going to stay with, a relative, a business associate, a travelling companion, or anyone on whose health your trip may depend if you are aware of the medical condition at the time your policy was issued.
- 3) You will not be covered if you have a medical condition, if you are travelling against medical advice or for which medical advice should have been sought before commencing your journey.
- 4) You will not be covered if you know you will need medical treatment during your journey or you are travelling specifically to get medical treatment.
- 5) You will not be covered if you have a medical condition for which treatment is awaited as a hospital in-patient or have a medical condition that is under investigation when your policy was issued.
- 6) You must tell us if your state of health changes before you commence any insured trip i.e. if you develop a new condition or a pre-existing

condition deteriorates. Please telephone the Medical Helpline on **0208 865 3075.** We have the right to amend, restrict, or cancel **your** cover under this policy.

GEOGRAPHICAL AREAS

Area 1 Europe, including all countries to the west of the Ural Mountains, countries bordering the Mediterranean, Morocco, Tunisia, Turkey, the Canary Islands, Madeira and the Azores.

Area 2 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 **your** home country.
- 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 48 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) Golf and Wedding cover is only available if the full cover is taken and the appropriate additional premium has been paid.
- 8) Family cover applies to **you** and **your** husband/wife, **common law partner** or civil partner plus all dependent children of either of **you**, under the age of 12 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.
- 9) Single Parent cover applies to **you** plus all **your** dependent children under the age of 12 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) This policy is not valid for trips exceeding 31 days.
- 11) Winter Sports trips are covered if the required additional premium has been paid.
- 12) This policy is only available to persons aged 65 years and under (at the date of travel).

DEFINITIONS

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

Active Participation -

- a) the act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in war and civil unrest or terrorism,.
- b) the act of any person voluntarily entering an area known at the time to be subject to **war and civil unrest** or against the advice of the Foreign and Commonwealth Office. See: www.fco.gov.uk

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.

Common Law Partner – The person living with the insured person as a husband or wife, including same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

Contamination – Contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

Curtail/Curtailment – Return early to your home country.

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

Home - Your residential address in your home country.

Home Country – The United Kingdom or Republic of Ireland.

Immediate Relative – Mother, father, sister, brother, wife, husband, common law partner, civil partner, 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.

Insured Person – Each person named in the Policy Schedule and for whom the appropriate premium has been paid, and at the commencement of the period of insurance being not more than 65 years of age.

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.

Manual Work – Work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include bar and restaurant staff, musicians, singers and fruit pickers (who do not use machinery).

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.

Money – Cash, postal and money orders, travel tickets, passports, petrol coupons and green cards held by you for social, domestic and pleasure purposes.

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

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.

Policy Excess – An amount deducted per **insured person**, per policy section for each incident which results in a claim as stated in the Summary of Cover.

Pre-existing Condition – Any disease, illness or injury as detailed under the Pre-existing Medical Conditions Clause on page 6.

Psychiatric Condition – A mental or addictive condition, including, but not limited to anxiety, depression, alcoholism, drug addiction or eating disorders.

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

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.

Ski Equipment - Skis, ski boots, ski poles and snowboards.

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

Sports and Activities – 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 Sports and Activities which are not covered: 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 (more than 10 metres), hunting, 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 (overland), pot-holing, quad-biking, rifle range, safaris (unless part of an organised tour), scuba or skin-diving deeper than 30 metres (PADI qualified diving), show jumping, skydiving, steeplechasing, weight lifting, white water rafting/canoeing/kayaking.

The following amateur sports not involving physical contact <u>are covered</u> 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 (noncompetitive)**, curling, deep-sea fishing (no commercial/competition), dinghy sailing, dry skiing, fell walking, field hockey, fishing, go-carting**, golf**, heptathlon, horse riding (protective headgear to be worn), hot-air ballooning (organised tours only), lacrosse, marathon running, mountain biking, netball, orienteering, paintballing**, parascending (over water), 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, winter sports (provided the appropriate premium has been paid).

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

*Excludes Personal Accident benefits, ** Excludes Personal Liability benefit

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

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

Valuables – Watches, furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, all photographic/digital/optical/audio and video media, ipods/ipod touch, MP3/4 players or similar and/or accessories, ebook readers, telescopes and binoculars.

War and Civil Unrest – War or warlike operations (whether war is declared or not), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

Weapons of Mass Destruction – The use of atomic, biological or chemical weapons or contamination.

We/Us/Our – Collinson Insurance Services Limited, as Underwriting Agents for Europäische Reiseversicherung AG, Munich, Germany (ERV), an ERGO Group Company.

You/Your – Each insured person shown in the Policy Schedule.

RECIPROCAL HEALTH AGREEMENTS

If you are a UK resident you are entitled to medical treatment which becomes necessary when temporarily visiting a European Union (EU) country, Switzerland, Iceland, Liechtenstein or Norway free of charge or at a reduced cost by using the European Health Insurance Card (EHIC).

You can apply for an EHIC for **your** spouse/partner and any children up to the age of 16 (19 if they are in full time education) at the same time as applying for **your** own. Apply via the website at www.gov.uk/european-health-insurance-card or by telephoning 0300 330 1350. **You** will need to have the following information for everyone **you** are applying for:

- · Name and date of birth
- NHS or national insurance (NI) number

In the event of a medical claim having been reduced by the use of the EHIC the **policy 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 'Medicare' for **United Kingdom** nationals. In-patient and outpatient 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 ERV 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 £4,000 if your travel and accommodation arrangements (including Avios Awards 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 your home country, 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 policy excess of £75 (£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) Avios Awards where the trip is cancelled more than 24 hours prior to the departure time, Loyalty Card Vouchers or points or unused Timeshare points:

- 5) any costs arising from **your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under Section 2-Curtailment or Section 6-Medical Emergency Expenses. These sections all provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event except as specifically described;
- 6) anything mentioned in the General Exclusions.

SECTION 2 – CURTAILMENT

Curtailment is only applicable if you return to your home country, earlier than planned.

This section includes the services of ERV 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 £4,000 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 your home country, 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 your home country;
 - iii) a close business associate of yours resident in your home country.
 - 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 your date of return to your home country.

2) Reasonable additional travelling expenses incurred by **you** for returning to **your home country**, (Economy Class) earlier than planned for a reason stated in benefit 1 of this section.

YOU ARE NOT COVERED FOR

- 1) the policy excess of £75;
- 2) claims that are not confirmed as medically necessary by ERV 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 ERV Emergency Assistance, as detailed on page 3;
- 4) any costs arising from **your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under Section 1-Cancellation or Section 6-Medical

Emergency Expenses. These sections all provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event except as specifically described;

- 5) unused Avios Awards, Loyalty Card Vouchers or Timeshare points;
- 6) anything mentioned in the General Exclusions.

NOTE – ERV 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 your home country, (except for trips to the Channel Islands).

YOU ARE COVERED

Up to £500 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 **your home country**.

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 affecting 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 - DELAYED DEPARTURE & ABANDONMENT

This section does not apply to trips within your home country, (except for trips to the Channel Islands).

YOU ARE COVERED

as a result of:

- 1) For a benefit of £20 for the first full 12 hours **you** are delayed and £20 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 12 hours, if your outward or return flights, sea crossing, coach or train departure to or from your home country, are delayed for more than the periods shown above beyond the intended departure time (as specified on your travel ticket)
 - 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 policy excess of £75(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 **your home country**.

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 £5,000
- 2) Loss of limb, total and permanent loss of sight in one or both eyes or permanent total disablement £15,000

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 applies to trips:

- a) outside your home country;
- b) by a Channel Islands resident to other parts of the United Kingdom;
- c) by other United Kingdom residents to the Channel Islands.

This section does not apply otherwise to trips within your home country.

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

If during your trip you become ill or are injured:

YOU ARE COVERED

Up to £15,000,000 for costs incurred outside your home country:

- 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 ERV Emergency Assistance or us.
- 3) in the event of death:
 - a) for conveyance of the body or ashes to **your home country**, (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 ERV 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 policy excess of £75;
- 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 as a result of:
 - a) surgery or medical treatment which in the opinion of the attending doctor and the ERV Emergency Assistance doctor can be reasonably delayed until your return to your home country;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside your home country;
- 4) for preventative treatment which can be delayed until **your** return to **your home country**;
- 5) if you have not complied with the terms under IMPORTANT PRE-EXISTING MEDICAL CONDITIONS on pages 6 and 7;
- 6) for claims that are not confirmed as medically necessary by the attending doctor or ERV 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 expenses incurred as a result of a tropical disease where **you** have not had the recommended innoculations and/or taken the recommended medication;
- 11) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 12) for telephone expenses;
- 13) 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);
- 14) any costs arising from **your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under Section 1-Cancellation or Section 2 Curtailment. These sections all provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event except as specifically described;
- 15) for anything mentioned in the General Exclusions.

SECTION 7 - MEDICAL INCONVENIENCE BENEFIT

This section applies to trips:

- a) outside your home country;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

This section does not apply otherwise to trips within your home country.

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 £300, in addition to any medical expenses incurred under Section 6 of this policy.

YOU ARE NOT COVERED FOR any claim arising from **your** pregnancy or childbirth if **you** are admitted as an in-patient within 12 weeks of the estimated delivery date.

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 £750 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 allowance for wear and tear and depreciation). Limited to £200 for all valuables in total, limited to £150 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.

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 10 hours, and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

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 £100 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 policy excess (not applicable to 2, Delayed Baggage);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) if in the event of loss, burglary or theft of **personal baggage**, **valuables** or **money you** do not report this to the police within 48 hours, and **you** do not obtain a written police report;
- 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, mobile telephones/smart phones and /or accessories, computers, game consoles (including hand held consoles)/laptops/ipads/computer tablets or similar and/or accessories, satellite navigation systems (GPS) and/or accessories, personal digital assistants (PDA's) 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 loss of jewellery (other than wedding rings) while swimming, or partaking in sports and activities;
- 12) for anything mentioned in the General Exclusions.

SECTION 9 – LOSS OF PASSPORT EXPENSES

YOU ARE COVERED

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

YOU ARE NOT COVERED

- 1) if you do not exercise reasonable care for the safety or supervision of your passport;
- 2) if, in the event of loss, burglary or theft of **your** passport **you** do not report this to the police within 48 hours and do not obtain a written police report;
- 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 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 - 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 £15,000. 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 your home country, 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 counterclaim 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 ${\bf us}$ 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 11

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.
- 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 12 - SCHEDULED AIRLINE FAILURE

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom, and is underwritten by certain Underwriters at Lloyds (The Insurer).

YOU ARE COVERED

The Insurer will pay up to £4,000 in total for each insured person named on the Invoice and on the Airline ticket for:

- irrecoverable sums paid in advance in the event of Insolvency of the scheduled airline not forming part of an inclusive holiday prior to departure, or;
- 2) in the event of Insolvency after departure:
 - a) additional pro rata costs incurred by the insured person in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel/arrangement or;
 - b) if **curtailment** of the holiday is unavoidable the cost of return flights to the **United Kingdom** or Republic of Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

PROVIDED THAT, in the case of a) and b) above, where practicable the insured person shall have obtained the approval of the **Insurer** prior to incurring the relevant costs by contacting the **Insurer** as set out under the claims procedure detailed on page 2.

YOU ARE NOT COVERED FOR

- 1) scheduled flights not booked within the **United Kingdom** prior to departure;
- 2) any costs resulting from the Insolvency of:
 - a) any scheduled airline which is insolvent or in respect of which any prospect of Insolvency is known at the date of the Insured's application under this policy
 - b) any scheduled airline that is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
 - c) any scheduled airline in Chapter 11, its equivalent or any threat of insolvency being known as at the Insured's date of application for this Policy
- the financial failure of any travel agent, tour operator, booking agent or consolidator with whom the insured person has booked a scheduled flight to meet any obligations under such booking;
- any loss for which a third party is liable or which can be recovered by other legal means.
- 5) any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach a pre booked hotel, villa, car hire or cruise following the financial failure of an airline.

POLICY NOTES

Please note, in particular, that the **Insurer** provides cover for any scheduled airline (not forming part of an inclusive holiday) booked in the **United Kingdom** in the event of the Insolvency of the airline for:

- a) All monies paid prior to flight departure in respect of airfare(s);
- b) The cost of the return airfare(s) to the **United Kingdom** or onward flight(s) in order to complete the pre-arranged journey at the same standard as booked.

Please also note that the **Insurer** does not cover the booking agent or consolidator.

SECTION 13 – MOTOR BREAKDOWN ON YOUR OUTWARD JOURNEY

YOU ARE COVERED FOR

Reimbursement for one of the following if the private vehicle you are travelling in to get you to your outward departure point from your home country breaks down, or it is involved in a road accident, after leaving your home to begin your journey:

1) Vehicle breakdown

The call-out charge for a repairer to come out to **your** vehicle, and up to one hour's labour charges, for temporary repairs at the roadside, provided there is a reasonable chance of making **your** vehicle roadworthy and that any warranty (a guarantee) applying to **your** vehicle is not put at risk;

or

Vehicle recovery

If your vehicle cannot be repaired at the roadside, the cost for it to be taken to your home, or to a specialist repairer, or, if your vehicle is under warranty, to a franchised dealer.

YOU ARE NOT COVERED FOR

- 1) costs that we have not agreed to;
- costs or expenses for a journey within the United Kingdom, unless it involves air travel;
- 3) costs or expense if your vehicle is:
 - a) not serviced to the Manufacturer's recommendation;
 - b) not kept in a safe and roadworthy condition;
 - c) over 15 years old;
 - d) insured under any other Motoring Breakdown policy or a Motoring Breakdown section of another policy;
 - e) anything mentioned in the General Exclusions.

SECTION 14 - SKI EQUIPMENT

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an 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 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, if your own ski equipment is delayed in reaching you on your outward journey for at least 10 hours and you have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

4) LIFT PASS

Up to £100 for the unused portion of your lift pass if it is lost or stolen.

YOU ARE NOT COVERED

- 1) for the policy excess of £75 (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, in the event of loss, burglary or theft of your own or your hired ski equipment or lift pass you do not report this to the police within 48 hours, and do not obtain a written police report;
- 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 15 – SKI PACK

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an 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 ERV 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 16 - PISTE CLOSURE

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports

cover is automatically included during the period of insurance under an Annual Multi-Trip policy.

Cover is only available under this section between 1st December to 30th April in the Northern Hemisphere and 1st May to 30th September in the Southern Hemisphere.

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 prebooked 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 17 - AVALANCHE CLOSURE

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an 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 18 - 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 **your** wedding 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 policy excess of £50.

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 **policy excess** of £50 for 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 **policy excess** of £50 for 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 pre-booked 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.

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) for the **policy excess** for each and every incident per each insured couple;
- If you do not exercise reasonable care for the safety and supervision of your property;
- 3) if in the event of loss, burglary or theft of your personal baggage or valuables you do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) if you do not obtain a written carriers report if your personal baggage is lost or damaged in transit (or a Property Irregularity Report in the case of an airline);
- 5) for loss, 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;
- 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 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 form 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;
- 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 19 - 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.

2) HIRE OF GOLF EQUIPMENT

YOU ARE COVERED

For £75 per day up to a maximum of £375 for the 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 international journey.

For sections 1,2 and 3 of the Golf Cover

YOU ARE NOT COVERED

- 1) for the **policy** excess of £50 (not applicable to Section 3 of the **Golf** Cover);
- 2) if you do not exercise reasonable care for the safety and supervision of your own or your hired golf equipment;
- 3) if in the event of loss, burglary or theft of **your** own or **your** hired **golf equipment you** do not report this to the police within 48 hours and, **you** do not obtain a written police report;
- 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;
- 7) 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 the policy excess of £50.
- 2) for claims that are not confirmed as medically necessary by the ERV 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;
- 3) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 Medical Emergency Expenses;
- 4) 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;
- for anything mentioned in the General Exclusions.

GENERAL EXCLUSIONS - Applying to ALL sections YOU ARE NOT COVERED FOR

Loss,damage,cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss:

- 1) your suicide or attempted 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) professional or organised sports, winter sports, (unless the appropriate premium has been paid for a Single Trip Winter Sports policy or you have an Annual Multi-Trip policy under which 17 days Winter Sports cover is provided), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres or scuba diving without a qualified instructor, sports and activities (except as detailed on page 9);
- 3) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);

- air travel within 24 hours of scuba diving;
- 5) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 6) any other loss connected to the event **you** are claiming for, unless we provide cover as detailed in this policy;
- 7) any claim arising from sexually transmitted infections;
- 8) a) war and civil unrest including any action taken in controlling, preventing, suppressing or in any way relating to war and civil unrest, unless you are in an area subject to war and civil unrest at the outbreak of hostilities, in which case you will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that you take the first reasonable opportunity to leave the area. If you fail to take such an opportunity all cover under this Policy will end;
 - b) Nuclear energy, including nuclear reactions, radiation and contamination;
 - c) weapons of mass destruction.
- 9) 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.
- 10) **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;
- 11) 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;
- 12) 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;
- 13) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
- 14) **your manual work** or hazardous occupation of any kind (this does not apply to Section 1 Cancellation);
- 15) taking part in dangerous expeditions or the crewing of a vessel outside European waters;
- 16) any payment which you would normally have made during your travels, if nothing had gone wrong;
- 17) 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;
- 18) off-piste skiing except whilst under the supervision of a qualified guide/instructor;
- 19) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;
- 20) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
- 21) you not following any suggestions or recommendations made by any government or other official authority during the period of insurance;
- 22) you being involved in any malicious, reckless, illegal, or criminal act.

CONDITIONS - Applying to ALL sections

- 1. No payment will be made under Sections 1, 2, 5, 6, 7, 11 or 15 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.
- 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. At the time of purchasing this insurance **you** will have been asked questions to enable **us** to assess **your** risk, failure to answer fully, honestly and accurately could lead to **your** policy being invalid and all claims will be forfeited. These may include but are not limited to questions about **your** state of health or that of an **immediate relative** or any planned **sports and activities**. If the answers change prior to departure **you** must notify **us** of this change.
- 11. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expenses or liability we will not pay more than **our** proportional share (not applicable to the Personal Accident section).
- 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

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims you should contact: FOR SECTIONS 1 to 10 and 13 to 19 Complaints Department

Intana Sussex House Perrymount Road Haywards Heath West Sussex RH16 1DN

Email: quality@intana-assist.com

FOR SECTION 11 – LEGAL EXPENSES
The Customer Relations Department
DAS Legal Expenses Insurance Company Limited,
DAS House,
Quayside,
Temple Back,
Bristol BS1 6NH
email: newclaims@das.co.uk

FOR SECTION 12 – SCHEDULED AIRLINE FAILURE The Customer Services Manager, International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR email: info@ipplondon.co.uk

In respect of Section 12, if you are still not satisfied you should contact, Policyholder and Market Assistance, Lloyd's, One Lime Street, London LC3N 7HA email: complaints@lloyds.com

If you have any other type of complaint please refer to the Terms of Business enclosed with your policy or renewal.

Financial Ombudsman Service

If you remain dissatisfied after receiving our final response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (UK residents) or Financial Services Ombudsman Bureau (Republic of Ireland residents), free of charge.

If you wish to take up a complaint with the Financial Ombudsman Service you must do so within six months of receiving our response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR www.foso.org.uk

Tel: **0800 023 4567** or **0300 123 9123**

to take legal action.

The Financial Services Ombudsman 3rd Floor Lincoln House Lincoln Place

www.financialombudsman.ie Tel: 1890 88 20 90

Dublin 2

If you take any of the action mentioned above, it will not affect your right

BRITISH AIRWAYS plc

In these Terms of Business references to "we" or "us" are to British Airways plc (company registered number 01777777) whose registered offices are at Waterside, PO Box 365, Harmondsworth, West Drayton, Middlesex UB7 0GB.

Please note that these Terms of Business contain important information, which we are required to give to you by the Financial Conduct Authority.

We recommend that you carefully read these Terms of Business as they apply to the services, which we will provide to you. Please contact us if there is anything in these terms that you do not understand or with which you disagree.

1. Who Regulates us

- 1.1 We are an Appointed Representative of Collinson Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates intermediaries as ourselves.
- Collinson Insurance Service Limited's FCA Firm Reference Number is 311883.
- 1.3 The permitted business of Collinson Insurance Services Limited is arranging general insurance contracts.
- 1.4 The above information is available to check on the FCA's Register by visiting the FCA's website www.fsa.gov.uk/register or by contacting the FCA on 0845 606 1234.

2. Our Products

- 2.1 We only offer British Airways Travel Insurance policies from a single insurance company.
- 2.2 We only sell travel insurance policies to individuals based in the United Kingdom (including the Isle of Man and Channel Islands) and Republic of Ireland.
- 2.3 We do not provide advice or recommendation on different policies from any other insurer. Accordingly, we do not provide advice on whether the policies we sell may be more or less suitable for your needs than those provided by other insurers. We may ask some questions to narrow down the selection of policies that we may make available to you but you will need to make your own choice as to whether or not the policy offered is most suitable for you.
- 2.4 In issuing a Policy to you we are acting as the agent of the Insurer.
- 2.5 Your Policy documentation will confirm the basis of the cover, give details of the Insurer and be accompanied by a Policy Summary.

3. Terms of Payment

- 3.1 Quotations are valid for 28 days. If you decide you want to propose insurance based on our quotation, then we will ask you to confirm the information you have provided.
- 3.2 When you propose insurance based on our quotation, you are not insured until you receive confirmation from us that we have accepted your payment and proposal. The decision as to whether to offer and/or accept your proposal of insurance is at our discretion.
- 3.3 In the absence of any alternative terms which we agree with you in writing, we require full payment in cleared funds of the premium on or before the inception date of the Policy or in the case of renewals, any renewal date.
- 3.4 You will only pay premiums relating to the Policy. We do not charge fees in addition for the provision of our services.

4. Cooling Off Period

4.1

Once we have received your payment, if you then decide that you do not wish to accept the Policy, notify us in writing within 14 days of receiving your policy documentation, and provided you have not taken a trip to which the insurance applies and you have not made a claim, we will refund the premium paid by you.

5. Copy Policy Documentation

5.1 A copy of all our Policy Documentation is available on request, and can be downloaded from our website.

Disclosure

- 6.1 Before you enter into a policy with us, you will be asked questions which are relevant to our decision whether to accept the risk of insurance and if so, on what terms. You must take reasonable care to answer questions carefully and accurately as the information provided will determine whether you pose an increase in risk to us and could influence us in the assessment, acceptance or continuance of your insurance. Please note if you fail to answer the questions accurately, this could invalidate your insurance cover and the amount paid on any
- 6.2 It is very important that information given to us when buying a policy, when completing a claims form and giving declarations to the insurer is correct. If a policy is purchased, or a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

7. Fraud Prevention

- 7.1 In order to prevent and detect fraud we may at any time:
 - 7.1.1 share information about you with other organisations and public bodies including the Police:
 - 7.1.2 check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and we and/or the Insurer suspect fraud, we and/or the Insurer will record this;
 - 7.1.3. share information about you with other insurance companies, either directly or through a number of databases.
- 7.2 We and/or the Insurer will give your information to a regulatory body if they make an official request.

8. How We Hold Premiums

8.1 Insurance premiums collected by British Airways PLC are held as agent of the Insurer.

9.0 Claims

- 9.1 Your Policy Documents will give you details of whom to contact in order to make a claim.
- 9.2 You must notify the Insurer as soon as possible of a claim or circumstances which may give rise to a claim.
- 9.3 In the unlikely event that the Insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts or outstanding or unresolved claims.

10. Confidentiality and Data Protection

10.1 In order to provide you with our policies or services, we need to collect and process sensitive personal information (such as information regarding the state of your health) and other personal information about you and others who may be a party to the product you wish to purchase. We will only use this sensitive personal data for

the specific purpose for which you provide it. Please ensure that you only provide us with sensitive information about other people with their express agreement.

We will however use and disclose the personal information we have about you in the course of arranging, placing and administering your insurance policy. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved

Complaints

10.2

11.

12.

- Should there be an occasion when we fail to meet your expectations, we are committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint regarding the sale of your insurance, please contact: Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.
 If, after making a complaint to us, you are still dissatisfied, please
- contact the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

 Our Complaints Procedure does not affect your legal rights.

(directly or indirectly) in your insurance policy.

11.4 Any complaint you may have regarding your policy, or a claim notified under your policy, should be addressed as detailed on page 28 of your policy booklet.

> No amendment or variation of these Terms of Business requested by you shall be valid unless confirmed in writing by our duly authorised officer or employee. We reserve the right to amend these Terms of Business at any time (including for the avoidance of doubt

> us relating to the arranging and administration of your travel insurance policy. These Terms of Business constitute an offer by us to arrange and administer your travel insurance. You are deemed to accept our offer to act on the basis of these Terms of

12.1 A failure at any time by us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation.

No Waiver and Amendments

during the term of your insurance) by giving you not less than 7 days notice. We may freely assign or delegate all or any part of these Terms of Business or the services to any third party.
 Prior Agreements and Acceptance

13.1 These Terms of Business supersede all proposals, prior discussions and representations (whether oral or written) between

- Business by conduct upon you instructing us to arrange, renew or otherwise act in connection with the issue of a travel insurance policy to you, unless you notify us otherwise.

 14. Governing Law

 14.1 These Terms of Business are governed by and construed in accordance with the Laws of England and Wales and the parties
- 14.1 These Terms of Business are governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

ERV Emergency Medical Assistance

The ERV Emergency Assistance Service provides immediate help in the event of your illness or injury arising outside **your home country** – they provide 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone, or fax.

USA PPO Network provider: HAA Preferred Partners

Fax: +44 (0) 1444 440017 Please carry this card with you at all times.

Underwritten by Collinson Insurance Services Limited, on behalf of Europäische Reiseversicherung AG, Munich, Germany (ERV), an ERGO Group Company.

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. ERV is approved by the Irish Financial Services Regulatory Authority (IFSRA, www.ifsra.ie) to undertake insurance business in the Republic of Ireland.

British Airways PLC is an Appointed Representative of Collinson Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

Collinson Insurance Services Limited Registered Office: Cutlers Exchange, 123 Hounsditch, London EC3A 7BU. Registered in England No. 3805719.

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



Emergency Medical Assistance Telephone: +44 (0) 1444 442600