



Travel Insurance Policy Wording

January 2025

Medical Emergency

When calling from **North America**
(The USA and Canada)

+1 833 716 7356

Call charges apply when calling from a mobile, toll free from a landline in the USA or Canada

When calling from **Mexico** or calling from a UK mobile phone while in **USA or Canada**

+00 1 819 481 1250

Calling from **UK and Rest of World**

+44 1403 470 544

Travel Claims – Non-emergency

01403 788 983

Customer Services

0333 014 2722

Important Information

It is important that **you** read this policy document and **your Schedule** carefully to ensure that it meets **your** requirements and so that **you** understand the extent of cover provided, what is and is not covered along with any terms, or conditions of cover. The **policy** document contains different levels of cover, some of which are optional and only apply where **you** have selected them and paid the required additional premium.

For information about **your** rights to cancel the **policy** and the cooling off period, please see Cancellation Provisions on page 33 of this **policy** document. Please take this document with **you** when **you** travel in case **you** need assistance, or need to make a claim. If **you** have any questions about the cover provided please call our Customer Services Team on the number above. It is important that **you** call us as soon as **you** need to make a change to **your** policy, to ensure **you** are accurately covered.

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24-hour emergency medical assistance

For emergencies abroad call us first

For medical emergencies: if **you** are taken to hospital as an emergency by ambulance or other emergency service, **you** will need to make sure that **you** or a travelling companion call **us** within 48 hours.

For non-urgent medical help: if **you** need to see a doctor or need to go to Accident & Emergency or a clinic, call **us** first. This way **we** may be able to help **you** locate the safest and most appropriate source of treatment.

If **your** outpatient treatment is likely to cost more than £350 or **you** are admitted into hospital abroad, someone must call The Assistance Team 24-hour medical emergency helpline as soon as possible.

If **you** have to **cut short your trip** under Section 2 (Cutting Short Your Trip and Trip Interruption) or Section 3 (Emergency Medical and Repatriation) The Assistance Team must authorise this in advance. Failure to contact The Assistance Team may mean that **we** are not able to provide cover, or **we** may reduce the amount **we** pay for **your** medical treatment, or additional travel expenses.

Where **you** have a valid claim, and **your** medical expenses exceed £350 **we** will look to settle the bill directly with the medical provider where possible.

For non-medical emergencies: if something happens during **your trip**, and **you** need **our** help, please contact **us**. If **we** identify that the event causing the emergency is not covered by this **policy**, **we** will still try to assist **you** in resolving the problem, but it would be at **your** own cost.

PLEASE NOTE: This is a travel insurance policy and not private medical insurance.

This **policy** does not provide cover for treatment that can be delayed and carried out after **your** repatriation **home** or for any private medical expenses where medically suitable state treatment is available. It is therefore a condition of this insurance **policy** that in the first instance **you** make use of any reciprocal health agreement between the **United Kingdom**, Channel Islands, or the Isle of Man and the country **you** have travelled to, should **you** require medical treatment whilst travelling.

Countries with reciprocal health agreements

If **you** require medical treatment during **your trip** then in the first instance **you** must make use of any reciprocal health agreement between the

United Kingdom, Channel Islands, or the Isle of Man and the country **you** have travelled to, such as the GHIC.

In the event of liability being accepted for medical expenses that have been reduced by the use of a reciprocal health agreement then **we** will not apply the deduction of the excess under Section 3 – Emergency Medical and Repatriation.

Australia and New Zealand

If you require medical treatment in;

- Australia – **you** must enrol with a local MEDICARE office
- New Zealand – **you** must go to a state medical facility and present **your** passport at the time of treatment.

If **you** are admitted to hospital, **you** must contact The Assistance Team as soon as possible.

Health Declaration

Your policy contains restrictions, conditions and exclusions that relate to **your** health and to the health of others on whom **your trip** might depend. **You** must read the following information and be satisfied that this **policy** meets **your** needs.

Tell us about your pre-existing medical conditions

When **you** purchase or renew **your policy**, **you** must declare **ALL pre-existing medical conditions**.

A **pre-existing medical condition** means:

1. Any of the following medical conditions which you have ever been diagnosed with or treated for:
 - Any cancerous condition,
 - Respiratory,
 - Heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure and cholesterol),
 - Any psychological conditions such as stress, anxiety, depression, or psychiatric condition such as eating disorders, drug or alcohol abuse or mental illness.
2. Any other medical conditions for which you have been prescribed medication, received treatment or had a consultation with a doctor or hospital specialist for any medical symptoms or conditions in the past 2 years.

Pre-existing medical conditions will not be covered unless they have **ALL** been declared and accepted by **us** and are shown on **your Schedule**. **You** must therefore ensure that **you** answer all questions about **yourself** and anyone else

insured under **your policy** fully, honestly, and to the best of **your** knowledge, as failure to answer our questions accurately may affect the cover **we** provide and **our** ability to pay **your** claim.

Make sure **you** check **your policy** documents to ensure **you** have declared **ALL pre-existing medical conditions**. If **you** need to make a change to the conditions declared or the answers to any of the questions, or to add a medical condition, contact Customer Services on 0333 014 2722.

What is not covered

1. This **policy** will not provide cover under any circumstances if any **insured person**:
 - is travelling against medical advice (or would be travelling against medical advice had they sought such advice from a doctor)
 - is travelling with the intention of obtaining medical treatment, tests, investigations, or consultation abroad.
 - has any undiagnosed symptoms
 - has received a terminal prognosis
 - is awaiting any test, test results or investigations
 - is awaiting surgery, a procedure or is waiting to be discharged from post-operative checks
 - is currently on or awaiting dialysis, chemotherapy or radiotherapy

Changes to your health

Tell us about changes to **your** health by contacting Customer Services on 0333 014 2722. **You** must tell **us** if any of the following happen after **you** purchase **your policy**, or before booking any new **trips** or before starting a **trip**:

- **you** are diagnosed with a new medical condition; or
- **you** experience new or recurring symptoms or have an undiagnosed condition; or
- **your** doctor, or consultant adds to or changes **your** prescribed medication; or
- **you** receive inpatient medical treatment; or
- **you** are now awaiting a diagnosis, investigation, test results or medical treatment

A member of the team will ask **you** specific questions about **your** medical condition(s). This may result in an additional premium to allow cover to continue, or **we** may add additional Terms and Conditions to **your policy** or exclude

cover for the newly diagnosed condition or for the condition that has undergone significant change.

We may require **you** to obtain a Medical Report from **your** doctor, or consultant to allow **us** to assess whether cover can continue. Obtaining this Medical Report is at **your** own expense. Based on **our** assessment of the medical information supplied to **us**, **we** will decide whether **we** can continue to insure **you**, and on what basis.

If **we** are unable to continue to provide cover, or if **you** do not wish to pay the additional premium **you** will be entitled to make a claim under Section 1 (Cancellation) for costs which cannot be recovered elsewhere for **trips** booked prior to the change in health.

Alternatively, **you** will be entitled to cancel **your policy**, in which case, **we** will refund a proportionate amount of **your** premium.

Please note that **your** doctor, or consultant telling **you** that **you** are well enough to travel does not mean that **you** will be covered for **your pre-existing medical condition(s)**. If **you** have any concerns regarding whether or not **you** will be covered, please contact Avanti Go Customer Services.

Table of benefits

| Section | Cover | Established | Excess | Premium | Excess | Platinum | Excess |
|---------|--|-----------------------------|--------|-----------------------------|--------|-----------------------------|--------|
| 1 | Cancellation | £2,000 | £100* | £4,000 | £75* | £8,000 | £75* |
| 2 | Cutting Short Your Trip | £2,000 | £100 | £4,000 | £75 | £8,000 | £75 |
| | • Trip Interruption | £500 | £100 | £1,000 | £75 | £1,000 | £75 |
| | • Pre-booked excursions | £250 | £100 | £500 | £75 | £500 | £75 |
| 3 | Emergency Medical & Repatriation Expenses | Unlimited | £100 | Unlimited | £75 | Unlimited | £75 |
| | Emergency Dental treatment | £400 | £100 | £400 | £75 | £400 | £75 |
| | Additional Accommodation and Travelling Costs | £2,000 | £100 | £2,000 | £75 | £2,000 | £75 |
| | Hospital Daily Benefit | £20 per day up to £500 | Nil | £20 per day up to £500 | Nil | £20 per day up to £500 | Nil |
| 4 | Travel Disruption | | | | | | |
| | Missed Departure | £1,000 | £100 | £1,000 | £75 | £1,000 | £75 |
| | Home Country Departure assistance and Missed Home Country connection | £500 | Nil | £500 | Nil | £500 | Nil |
| | Travel Delay | £20 per 6 hours up to £400 | Nil | £20 per 6 hours up to £400 | Nil | £20 per 6 hours up to £400 | Nil |
| 5 | Baggage, Money and Passport | £2,000 | £100 | £2,000 | £75 | £2,000 | £75 |
| | • Single article or pair | £500 | £100 | £500 | £75 | £500 | £75 |
| | • Valuables | £500 | £100 | £500 | £75 | £500 | £75 |
| | Baggage Delay on your outward journey | £40 per 12 hours up to £160 | Nil | £40 per 12 hours up to £160 | Nil | £40 per 12 hours up to £160 | Nil |
| | • Cash limit | £500 | £100 | £500 | £75 | £500 | £75 |
| | • Passport | £500 | £100 | £500 | £75 | £500 | £75 |
| 6 | Personal Accident | | | | | | |
| | • Death | **£20,000 | £100 | **£20,000 | £75 | **£20,000 | £75 |
| | • Loss of limb or Loss of sight | **£20,000 | £100 | **£20,000 | £75 | **£20,000 | £75 |
| | • Permanent Total Disability | **£20,000 | £100 | **£20,000 | £75 | **£20,000 | £75 |

Table of benefits

| Section | Cover | Established | Excess | Premium | Excess | Platinum | Excess |
|---|--------------------------|---|--------|---|--------|---|--------|
| 7 | Personal Liability | £2,000,000 | £100 | £2,000,000 | £75 | £2,000,000 | £75 |
| 8 | Legal Costs and Expenses | £25,000 (maximum £50,000 per policy) | £100 | £25,000 (maximum £50,000 per policy) | £75 | £25,000 (maximum £50,000 per policy) | £75 |
| 9 | Pet Care | £50 per day up to £500 | Nil | £50 per day up to £500 | Nil | £50 per day up to £500 | Nil |
| Optional Cover (available subject to additional premium and if shown on your Schedule) | | | | | | | |
| 10 | Covid Cover | See Sections 1,2 and 3a | £100 | See Sections 1,2 and 3a | £75 | See Sections 1,2 and 3a | £75 |

PLEASE NOTE: limits of cover are per Insured person unless otherwise shown. *The excess for loss of deposit claims is reduced to £10.
 **Limited to £1,000 if the Insured Person is under 18 year of age, or over 85 years of age.

Important information

Insurer

All sections of cover with exception of Section 8 are underwritten by of Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, **United Kingdom**, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting; register.fca.org.uk

Insurance claims (except claims under section 8) are administered in the UK by Ergo. ERGO Travel Insurance Services Ltd is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

Section 8 is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS). DAS Legal Expenses Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202106. Registered in England & Wales

You can visit the Financial Conduct Authority website, which includes a register of all regulated companies, at www.fca.org.uk/register or you can telephone them on 0800 111 6768 (freephone). Please note that sales of this insurance product in the Channel Islands and the Isle of Man do not fall within the jurisdiction of the Financial Conduct Authority, the Financial Ombudsman Service or the Financial Services Compensation Scheme. Local regulations apply.

Contract of Travel Insurance

This **policy**, together with the **Schedule** forms a contract of insurance between **you** and **us**. It contains certain conditions and exclusions in each section and General Conditions and General Exclusions that apply to all sections. **You** must meet these conditions or **we** may not accept **your claim**.

Conditions and exclusions will apply to individual sections of **your policy** while General Exclusions, Conditions and Notes will apply to the whole of **your policy**.

Your policy is a legal contract based on the information **you** supplied when applying for this insurance. **We** rely on that information when **we** decide if **we** can provide cover and what premium **you** will pay. Therefore it is essential that all the information given to **us** is correct and that **you** have answered **our** questions fully and accurately. Failure to do so may prejudice **your** entitlement to **claim**.

Age Limits

There is no upper age limit if **you** have purchased single trip or annual multi-trip cover.

Maximum trip durations

Single trip policies –

Cover applies for the duration of **your trip** as stated on **your Schedule** provided it does not exceed a maximum of 104 days.

Annual Multi-Trip policies –

| Age | Annual Multi-Trip | |
|------|---------------------------------|-------------------|
| 0-70 | Maximum 50 days in any one trip | 183 days in total |
| 71+ | Maximum 35 days in any one trip | |

- irrespective of the number of individual **trips you** take in each period of cover, **you** must not exceed 183 days travelling
- trips** solely within **your home country** are only insured if **you** have pre-booked at least two consecutive nights' paid accommodation

Please note:

- any **trip** that had already begun when **you** purchased this insurance will not be covered, except where **you** renew an existing Avanti Go annual multi-trip **policy** with the same level of cover prior to its expiry, which fell due for renewal during the **trip**.
- your policy** is automatically extended until **your** return to **your home country** due to an insured event.
- if **you** travel for more than the number of days for which **you** have paid for cover **you** will not be covered after the last day for which **you** have paid, unless agreed by **us** in writing.
- an insured adult can travel independently, however, an insured child must travel with a responsible adult over the age of 18 years for the duration of the **trip**.

Policy limits

All sections of **your policy** have limits on the amount **we** will pay. Some sections also have other specific limits, for example: for any one item, or for **valuables** in total. Please check **your policy** carefully.

Geographical area

Single trip policies:

If **you** have taken out a single trip **policy**, **you** will be covered for the specific country or countries shown on **your Schedule**.

Annual Multi-Trip policies:

If **you** have taken out an Annual Multi-Trip **policy**, **you** will be covered for travel within the geographical area shown on **your Schedule** and as outlined below.

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

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

Australia and New Zealand: Covers travel to the same countries as Worldwide Excluding.

Worldwide: All countries of the world.

We do not provide cover to those countries or parts of countries where the Foreign, Commonwealth & Development Office (FCDO), or World Health Organisation (WHO) have

advised against travel.

Period of cover

Cover under Section 1 (Cancellation) starts at the time **you** book the **trip** or pay the insurance **premium**, whichever is later. If **you** have purchased an annual multi-trip **policy**, cover under Section 1 (Cancellation) starts at the time that **you** book the **trip** or the first day of the period of cover as shown on **your Schedule**, whichever is later. In every case cover under Section 1 (Cancellation) ends as soon as **you** start **your trip**.

Cover under all other sections starts when **you** leave **your home** (but not earlier than 24 hours before the booked departure time) or from the first day of the period of cover as shown on **your Schedule**, whichever is the later.

Cover ends when **you** return to **your home** (but not later than 24 hours after **your** return to **your home country**) or at the end of the period of cover as shown on **your Schedule**, whichever is earlier.

Cover cannot start after **you** have left **your home country**. Each **trip** must begin and end in **your home country** and a return ticket must have been booked prior to departure.

Cover is provided subject to the maximum trip durations shown on the previous page.

Cruise cover

Cruise trips are not covered under this **policy**.

Eligibility

To be eligible for cover at the time **you** buy or renew this **policy**, **you** and all other **insured persons** must:

- have their main home in either England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, and have resided there for more than 6 of the previous 12 months;
- be registered with a doctor in the United Kingdom, Channel Islands, or the Isle of Man;
- have a National Insurance number if aged 16 or above (not applicable if **you** are a resident of the Channel Islands or the Isle of Man);
- be travelling from and returning to the United Kingdom, Channel Islands, or the Isle of Man.

Law

The **policy** will be governed by the law of England and Wales unless **you** and the **Insurer** agree otherwise; or

At the commencement of the **policy your home** is in Scotland, Northern Ireland, the Channel Islands or the Isle of Man in which case the law of that country will apply.

Language

The Terms and Conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

European Union (EU) Travel Regulations

Under the European Union (EU) travel regulations, **you** are entitled to claim compensation from **your carrier** if any of the following happen:

1. Denied boarding and cancelled flights if **you** check in on time but **you** are denied boarding because there are not enough seats available or if **your** flight is cancelled, the **carrier** must offer **you** financial compensation.
2. Long delays – If **your** flight is delayed for more than five hours, the airline must offer to refund **your** ticket.
3. Baggage – If **your** checked-in baggage is damaged or lost by an EU airline, **you** must claim compensation from the **carrier** within seven days. If **your** checked-in baggage is delayed, **you** must claim compensation from the **carrier** within 21 days of its return.

Please see page 32 for more information.

Personal liability

No liability cover will apply under this **policy** if **you** use any form of mechanically propelled vehicle, and **you** should ensure that **you** have alternative cover for **third party** injury or property damage in place. Please see Section 7 for more details.

Reasonable care

You must take all reasonable care to protect **yourself** and **your** belongings, and generally act as if **you** were uninsured.

Definition of words

Wherever the following words and phrases appear in this **policy** in bold they will always have the meanings shown under them. Please also see Sections 6 and 8.

Accident(s)/Accidental – An unexpected event which results in **your bodily injury**, which is due to a violent sudden and external cause occurring during a **trip**. This must occur at an identifiable time and place.

The following are also defined as **accidents** under the terms of this **policy**:

Asphyxia or injuries caused by gases or

vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.

Infections resulting from an **accident** covered by the **policy**.

Injuries sustained as a result of self-defence.

Injuries sustained as a result of unavoidable exposure to the elements.

Active participation

1. The act of any person, whether 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**.
2. 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, Commonwealth & Development Office. See www.gov.uk/fcdo.

Bodily injury – An identifiable physical injury sustained by **you** caused by violent, sudden, unexpected, external and visible means.

Carrier – A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

Cash – Valid coins, bank and currency notes.

Close relative(s) – The following persons only:

- the person that **you** live with, in a relationship for at least 6 months at the same address, whether married or cohabiting (as if husband and wife) regardless of gender;
- **your** children (including step, fostered or adopted children), grandchildren, parents, grandparents, brothers, sisters, parents-in-law, sons/daughters-in-law and brothers/sisters-in-law

You may be required to demonstrate the existence of the relationship.

Complications of pregnancy and childbirth – The following conditions only:

toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, and miscarriage, or any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date including; medically necessary emergency caesarean sections, or

medically necessary terminations.

PLEASE NOTE: No cover will be provided for claims relating to **complications of pregnancy and childbirth** where the expected date of delivery is less than 8 weeks (16 weeks for a multiple birth after the end date of **your** booked **trip**.

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

Couple – **you** and **your** wife, husband, civil partner, common law partner or partner who lives at the same address as **you**. On an annual multi-trip **policy** insured adults can travel independently.

Cruise – **Trips** on ocean or river cruise-ships/boats. No cover is provided for **cruise** holidays unless **you** have declared this to us and “**Cruise: Covered**” is shown on **your Schedule**. Payment of an additional **premium** may be required. A ferry crossing does not constitute a **cruise**.

Cut short/Cutting short – Either:

- c) the immediate direct early return from **your trip** to **your home country**, in which case claims will be calculated from the day **you** returned to **your home country** and based on the number of complete days of **your trip** **you** have not used, or
- d) being a hospital in-patient outside **your home country** for a period in excess of 48 hours.

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

Destination – The geographic area through or to which **you** travel during **your trip**.

Doctor – A legally licensed member of the medical profession, or medical practitioner recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to **you**, or any **travelling companion**.

Excess – An amount deducted per **insured person**, per **policy** section for each incident which results in a claim. The **excess** amount is shown under each section in the table of benefits on pages 3 to 4.

Family – **you** and **your** wife, husband, civil partner or partner who lives with **you** in a relationship for at least 6 months at the same address as **you**, regardless of gender, **your** unmarried dependent

children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from **home** in full time education.

Hijack – The unlawful seizure or wrongful exercise of control of an aircraft, train or sea vessel that **you** are travelling in as a fare paying passenger.

Home – **your** principal place of residence, which is used for domestic purposes, within the **United Kingdom**, Channel Islands or the Isle of Man.

Home country – **your** country of residence within the **United Kingdom**, Channel Islands or the Isle of Man.

Illness/illnesses – Any condition, disease, set of symptoms or sickness leading to a change in **your** health, and as diagnosed and confirmed by a **doctor** during the **period of cover**, which is not a **pre-existing medical condition** unless the **pre-existing medical condition** has been disclosed to us and accepted in writing by **us**.

Insured person/you/your/yourself – Each person named on the **Schedule**, and for whom the required **premium** has been paid.

Limits of cover – Unless stated to the contrary, **our** maximum liability in any one period of cover is limited to the amount stated in each section, per **insured person**.

Manual work – Work involving physical labour (not including office and clerical work, bar and restaurant work, music performance and singing, or fruit picking which does not involve working at heights or the use of machinery).

Medical condition – Any medical or psychological conditions (diagnosed and/or undiagnosed), disease, sickness, symptom, **illness**, or injury, that has affected **you**, or any other **insured person**.

Medical health declaration – The complete, true and accurate answers to our questions regarding medical information that needs to be declared to **us** before each period of cover by any **insured person** who has suffered from a **pre-existing medical condition**.

Medical Officer – An appropriately licensed and qualified medical professional employed or contracted by **us** or by **The Assistance Team**, experienced in the assessment of the requirements of medical treatment abroad and repatriation.

Pair or set – A number of items of **personal baggage** considered as being, similar or complementary, to one another, or used together

Personal baggage – Baggage, clothing, personal effects (excluding **golf equipment** and **valuables**)

and other articles which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during a **trip**, excluding any vehicle, caravan or trailer.

PLEASE NOTE: This travel insurance **policy** is not intended to cover expensive items for which **you** should take out full 'personal possessions' insurance under **your home contents policy**.

Personal money – **Cash**, travellers' and other cheques, travel tickets, event and entertainment tickets and **your** personal credit/debit or charge cards.

Policy – This contract of insurance, including the **Schedule** and any endorsements, or appendices to it.

Premium – The sum that **you** must pay **us** for this **policy**, including any surcharges and taxes legally applicable. Except where otherwise stated, all amounts shall be expressed in Pound Sterling and the £ symbol will be used.

Pre-existing medical condition – A **pre-existing medical condition** means:

1. Any of the following **medical conditions** which **you** have ever been diagnosed with or treated for:
 - Any cancerous conditions,
 - Respiratory,
 - Heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure and cholesterol),
 - Any mental **illness** or psychological conditions such as stress, anxiety, depression, or psychiatric condition such as eating disorders, drug or alcohol abuse or mental illness.
2. Any other **medical conditions** for which **you** have been prescribed medication, received treatment or had a consultation with a **doctor** or hospital specialist for any medical symptoms or conditions in the past 2 years.

Public transport – Any publicly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel, operating according to a published timetable.

Schedule – The document that sets out the names of the **insured persons**, the geographical limits, the period of cover, any other special conditions and terms, and which forms an integral part of this **policy**.

Secure baggage area – Any of the following, as and where appropriate:

- the locked dashboard, boot or locked baggage compartment of a hatchback vehicle fitted with a lid closing off the baggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- the fixed storage units of a motorised or towed caravan
- a locked baggage box, locked to a roof rack which is itself locked to the vehicle roof

Single article – Any one article or **pair** or **set** of articles (including golf clubs) or collection which is used or worn together (the **single article** limit applies to the set as a whole).

Single parent family – One adult and all of his/her unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from **home** in full time education.

Sports and activities – The activities listed under Sport and Activities on page 29.

Strike or industrial action – Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods, or the provision of services.

Terminal prognosis – Medically advised that life expectancy is reduced as a result of an incurable **medical condition**, and the condition, or related condition(s) will in all likelihood lead to death.

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.

Terrorist Event – An incident of **terrorism** specifically involving loss of life, or serious injury that results in a state of emergency being declared by the UK Government, or the government of the country to which **you** are booked to travel.

Theft – The dishonest appropriation of property by another person with the intention of permanently depriving **you** of it.

Third party – Any natural person or legal entity other than:

- **you**;
- **your close relative(s)**;
- **your** business partners, directors and employees

Travelling companion – A person(s) with whom **you** have booked to travel on the same travel itinerary, and without whom **your** travel plans would be impossible.

Trip(s) – A holiday or journey for leisure purposes that takes place during the **period of cover** which begins when **you** leave **home**, and ends when **you** return **home**, or to a hospital or nursing home in **your home country**, whichever is earlier. For single trip cover, any other holiday or **trip** which begins after **you** get back home is not covered.

Unattended – When **you** cannot see and/or are not close enough to **your** property, or vehicle, to prevent unauthorised interference with, or theft of, **your** property or vehicle.

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

Valuables – Jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or digital media, games consoles, laptops, tablets and other computer equipment and hand-held electronic devices including but not limited to MP3 players, MP4 players, iPods, iPads, Kindles, and the like and associated software.

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.

We/our/us – ERGO Travel Insurance Services Limited on behalf of Great Lakes Insurance UK Limited.

Weapons of mass destruction – The use of atomic, biological or chemical weapons or contamination.

Important limitations

Anyone your trip depends on – Cancellation & Cutting Short Your Trip

Cover is extended to claims relating to **pre-existing medical conditions** if the persons medical practitioner is able to confirm that at the time **you** bought the **policy** or booked the **trip** (whichever is later), there would not have

been any substantial likelihood of the condition deteriorating so that **cancellation** or **cutting short your trip** would become necessary. If the medical practitioner cannot confirm this in writing, **your** claim will not be covered.

You should also refer to what is not covered under Sections 1 and 2 and the General Exclusions.

Section 1 Cancellation

Cancellation cover applies where **you** are forced to cancel **your trip** because of one of the following happening during the period of cover, which is beyond **your** control and which **you** were not aware of at the time **you** booked **your trip** or purchased the cover (whichever is later).

What is covered:

We will pay up to the amount shown in the table of benefits per **insured person** for **your** non-refundable deposits and amounts **you** have paid (or **you** are contracted to pay), for **your** travel and accommodation (including pre-paid excursions), and up to £500 (£175 for loss of deposit), for prepaid kennel or cattery fees which **you** do not use because of the following:

- you**, a **close relative**, **travelling companion** or any person with whom **you** have arranged to stay during the **trip** suffers unforeseen **illness**, injury or, death.
- you** abandon **your trip** following a delay of more than 12 hours to the departure of **your** outward **trip** that is covered within Section 4 Travel Delay.
- you** or any person with whom **you** plan to travel being called for Jury Service or being summoned as a witness in a Court of Law (other than in a professional or advisory capacity).
- you** being made redundant, provided **you** qualify for a redundancy payment under current legislation applicable within **your home country**.
- your** presence is required by the Police because of **accidental** damage, burglary, flooding or fire which has affected **your home**, and has occurred within 48 hours before the start of **your trip**, when the damage is in excess of £1,500.
- the Foreign, Commonwealth & Development Office issue a directive advising against all, or all but essential travel to **your trip destination** because of an earthquake, fire, flood, or hurricane.

Section 2 Cutting Short Your Trip & Trip Interruption

Cover applies if **you** are forced to **cut short a trip you** have commenced, and return to **your home country**, because of one of the following, which are beyond **your** control, and of which **you** were unaware at the time you booked **your trip** or purchased the cover (if later):

a) Cutting Short Your Trip

What is covered:

We will pay up to the amount shown in the table of benefits for **your** non-refundable deposits and amounts **you** have paid (or **you** have contracted to pay), for **your** travel and accommodation (including pre-paid excursions) which **you** do not use because of **your** inability to complete the **trip** due to:

- a) an unforeseen **illness**, injury or death of **you**, a **close relative**, **travelling companion** or any person with whom **you** have arranged to stay during the **trip**.
- b) **you** or any person with whom **you** plan to travel being called up for Jury Service or being summoned as a witness in a Court of Law (other than in a professional, or advisory capacity).
- c) **accidental** damage, burglary, flooding or fire affecting **your home**, occurring during **your trip**, when the loss relating to **your home** is in excess of £1,500 or **your** presence is required by the Police in connection with such events.

b) Trip Interruption

What is covered:

We will pay up to the amount shown in the table of benefits if **you** need to return unscheduled to **your home country** during a **trip** because of:

- a) the death, imminent demise, or hospitalisation due to serious **accident** or **illness**, of a **close relative**;
- b) **accidental** damage, burglary, flooding or fire affecting **your home** during **your trip**, when the loss relating to **your home** is in excess of £1,500 or **your** presence is required by the Police in connection with such events.

Note:

We will pay necessary additional travelling costs incurred in returning **you home** on condition that **you** contact **us** first, and **you** have a valid claim.

We will also pay necessary additional travel costs in transporting **you** back to the location abroad if the situation permits, assuming the period of **your**

original booked **trip** has not expired.

Flights will be limited to one economy class ticket for each **insured person**.

We will compensate **you** for the proportionate cost of any non-refundable unused pre-paid accommodation.

The maximum amount **we** will pay under Section 2 in total for claims of **cutting short your trip** and **trip interruption** is £4,000 per **insured person**.

Special conditions relating to claims under Sections 1 and 2

1. **You** must obtain a Medical Certificate specifying the unforeseen illness or injury from the **doctor** in attendance to confirm the necessity to cancel **your trip**, or return **home**.
2. If **you** have to **cut short** or interrupt **your trip**, **you** must contact The Assistance Team on 01403 470 544 or 00 1-819-481-1250 if calling from Mexico or from a UK mobile phone while in USA or Canada before returning **home** or making travel arrangements.
3. **We** will make all necessary repatriation arrangements at **your** cost and **we** will arrange appropriate reimbursement as soon as the claim has been validated in the event **you** are unable to provide a Medical Certificate.
4. **You** must notify the **carrier** or travel agent immediately that **you** know the **trip** is to be cancelled, or **cut short**, to minimise **your** loss as far as possible. If **you** fail to notify the **carrier** or travel agent immediately, **our** liability shall be restricted to the cancellation charges that would have applied had such a failure not occurred.
5. If **your** claim is because **your** presence is required by the Police in connection with **accidental** damage, burglary, flooding or fire affecting **your home** in the 48 hours before, or during **your trip**, **you** must provide **us** with written documentation from the Police confirming that the loss or damage occurred during the **trip** – otherwise no claim will be paid.
6. Claims where **you** have to **cut short your trip** will be calculated from the date **you** return to **your home country**, or the date **you** are hospitalised as an in-patient, for the rest of **your trip**.

What is not covered: under Sections 1 and 2

1. the **policy excess** per **insured person** per claim;
2. disinclination to travel, or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'what is covered';
3. any claim arising directly or indirectly from a known **pre-existing medical condition** unless **you** have declared all **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them;
4. cancellation, **cutting short your trip**, or trip interruption caused by pregnancy or childbirth where it was known at the time **you** booked the **trip**, or purchased the cover (if later), that the expected date of delivery is less than 8 weeks (16 weeks for a multiple birth) after the end date of **your** booked **trip**. Any change to **your** booked travel must be certified as medically necessary by a **doctor** due to **complications of pregnancy and childbirth**;
5. claims arising from an actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased the cover (if later);
6. any costs in respect of any unused pre-paid travel expenses when **we** have paid to repatriate **you**;
7. failure by the provider of any part of the booked **trip** to supply the service or transport (whether as the result of error, insolvency, bankruptcy, liquidation, omission, default or otherwise), unless the event is specifically covered by this **policy**. **You** should direct any claim in this case to the provider involved;
8. anything for which the company providing **your** transport or accommodation, their agents, or any person acting for **you** is responsible;
9. **your** vehicle being stolen, broken into or vandalised or breaking down;
10. **you** no longer being able to afford to go on the planned **trip**;
11. any claim arising as a result of attendance of an **insured person**, or any other person on whom the **trip** depends, in a Court of Law. This exclusion will not apply if **you** are called up for Jury Service or are summoned as a witness (other than in any professional or advisory capacity);
12. any costs relating to airport taxes or air passenger duty. **You** should obtain a refund

from **your carrier** for such charges;

13. travel tickets paid for using any airline mileage reward scheme, for example air miles;
14. travel or accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
15. any claim caused by work commitment or amendment of **your** holiday entitlement by **your** employer;
16. any claim resulting from **your** inability to travel, or continue travelling due to an **insured person's** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**;
17. prohibitive regulations by the Government of any country, or delay or amendment of the booked **trip** due to Government action;
18. the death or **illness** of any pet or animal;
19. anything mentioned in the General Exclusions

Section 3a Emergency Medical & Repatriation Expenses

If **you** have a medical emergency while on **your trip** or if **you** have to come **home** early or have to extend the length of **your trip** due to **illness** or injury, you must contact **The Assistance Team** as soon as you can on +44 1403 470 544 or +1 833 716 7356 when calling from within the USA or Canada, or +00 1 819 481 1250 when calling from Mexico or from a mobile phone while in the USA or Canada), giving **your** name, **policy** number, and as much information as possible.

To comply with the Terms and Conditions of the insurance **you** must contact **us** as soon as possible. **You** **MUST** obtain **our** prior authorisation before incurring any expenses over £350, except in case of emergency. If **you** are physically prevented from contacting **us** immediately, **you** or someone designated by **you** must contact **us** within 48 hours.

What is covered:

We will pay up to the amount shown on the table of benefits for each **insured person** who suffers sudden and unforeseen **bodily injury**, or illness, or who dies during a **trip** outside **your home country** for the following:

- a) medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised **doctor** and agreed by **our Medical Officer**.

- b) up to £400 in total for emergency dental treatment as long as it is for the immediate relief of pain only, or for emergency repairs to dentures, or orthodontic appliances carried out solely to alleviate distress in eating.
 - c) up to £5,000 for the usual and customary burial, or cremation of a deceased **insured person** should **you** die during a **trip** to a country outside of the **United Kingdom**; or the cost of returning an **insured person's** body or ashes to **your home country**.
 - d) additional travelling costs to repatriate **you** **home** when recommended by **our Medical Officer**.
 - e) the cost of a medical escort if considered necessary by **our Medical Officer**.
 - f) up to £2,000 for **you** to extend **your** stay, if **The Assistance Team** agrees that it is medically necessary for:
 - i. extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by **The Assistance Team**) to allow **you** to return to **your home country**;
- and.
- ii. extra accommodation (room only) for someone to stay with **you** and travel **home** with **you** if this is deemed necessary by a **doctor** and agreed by **our Medical Officer**; or
 - iii. economy class travel expenses for one relative or friend to travel from **your home country** to stay with **you** (room only) and travel **home** with **you** if this is deemed necessary by **our Medical Officer**; or
 - iv. economy class travel expenses to return **your** children who are under 18 years of age and insured under this **policy home**, if **you** are incapacitated and there is no other responsible adult to supervise them. If no one is available, a competent person will be provided to accompany the children **home**.
 - v. **we** will not deduct **your excess** if **you** use **your** EHIC.
- g) the cost of taxi fares, for travel to or from hospital relating to **your** admission, discharge, attendance for outpatient treatment, or appointments, or for collection of medication prescribed by the hospital only.
 - h) the cost of telephone calls to **The Assistance Team** notifying and dealing with the emergency, or any costs incurred by **you** when

you receive calls on **your** mobile telephone from **The Assistance Team**.

We reserve the right to limit payment to what **our Medical Officer** deems to be reasonable.

If **our Medical Officer** advises a date when it is feasible and practical to repatriate **you**, but **you** choose instead to remain abroad, **our** liability to pay any further costs under this section after that date will be limited to what **we** would have paid if **your** repatriation had taken place.

What is covered when travelling within the United Kingdom, Channel Islands and the Isle of Man:

Where **you** are travelling solely within the **United Kingdom**, Channel Islands or the Isle of Man during **your trip** of 2 or more consecutive nights in pre-booked accommodation **we** will pay up to £10,000 for:

- a) extra transport and accommodation for **you** and one other person who stays with **you**, or who has to travel to **you** from within **your home country** and/or travel back with **you**, if this is necessary due to medical advice.
- b) **your** body or ashes to be transported **home**.

Special conditions relating to claims

1. **You** must give notice as soon as possible to **The Assistance Team** of any **bodily injury, illness or complications of pregnancy and childbirth** which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. In the **event of your bodily injury, illness, or complications of pregnancy and childbirth** **we** reserve the right to relocate **you** from one hospital to another and arrange for **your** repatriation to **your home country** at any time during the **trip**. **We** will do this if the doctor in attendance and **our** Medical Officer agree **you** can be moved safely and/or travel safely to **your home country** to continue treatment.
3. Funeral costs, or the costs of transporting mortal remains must be authorised in advance by **The Assistance Team**.

What is not covered under Section 3a:

1. any medical costs within the **United Kingdom**, Channel Islands or the Isle of Man
2. medical, or repatriation costs greater than £350 which have not been authorised by **us**

in advance.

3. treatment in a private hospital or clinic abroad where a suitable public or state facility is available.
4. any claim if **you** have not complied with the conditions of the medical declaration section.
5. the cost of replacing medication that **you** were using before **your trip**.
6. any claim for rehabilitation treatments.
7. the cost of cremation or burial in the **United Kingdom**, Channel Islands or the Isle of Man.
8. the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
9. the cost of telephone calls, or any costs incurred by **you** when **you** receive calls other than calls to and from **The Assistance Team** notifying and dealing with the emergency, for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned.
10. the cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **illness** which necessitated **your** admittance into hospital.
11. any expenses which are not usual, reasonable or customary to treat **your bodily injury** or **illness**.
12. any form of treatment, or surgery which in the opinion of the **doctor** in attendance and **our Medical Officer** can be delayed until **your** return to **your home country**.
13. expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside **your home country**.
14. additional costs arising from single or private room accommodation.
15. treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by **The Assistance Team**.
16. any expenses incurred within, or after **you** have returned to **your home country**.
17. any expenses for pregnancy, or **complications of pregnancy and childbirth** where the expected date of delivery is less than 8 weeks (16 weeks for a multiple birth) after the end date of **your booked trip**.
18. any claim for medical treatment for any complication as a result of a voluntary termination of pregnancy.

19. the **excess** unless a reciprocal health agreement is used.
20. any costs incurred as a result of being airlifted from a **cruise** ship unless these have been authorised by **us** in advance
21. anything mentioned in the General Exclusions.

Section 3b Hospital Daily Benefit

What is covered:

We will pay **you** £20 per complete 24 hour period of in-patient treatment up to a maximum under this **policy** of £500 for a valid claim under Section 3a (Emergency Medical & Repatriation), if **you** are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours and **you** are treated under a reciprocal health agreement, such as the Medicare scheme when travelling within Australia.

This payment is to contribute towards additional expenses such as taxi fares and phone calls incurred during **your** stay in hospital.

Special conditions relating to claims

You must call **The Assistance Team** where possible before **you** are admitted to hospital.

What is not covered under Section 3b:

1. any claims arising directly or indirectly from **your** hospitalisation in a private medical facility where no part of **your** medical costs have been covered by any reciprocal health agreement.
2. any claims arising directly or indirectly from:
 - a) any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - b) relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **illness** which necessitated **your** admittance into hospital.
 - c) relating to treatment or services provided by a convalescent or nursing **home** or any rehabilitation centre.
 - d) following **your** decision not to be repatriated after the date when in the opinion of **The Assistance Team** it is safe to do so.
3. hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - a) relating to any form of treatment or surgery which in the opinion of the **doctor**

in attendance and **our Medical Officer** can be delayed reasonably until **your** return to **your home country**.

- b) occurring in England, Scotland, Wales or Northern Ireland and relating to either private treatment or tests, surgery or treatment, the costs of which are funded by, or are recoverable from the Health Authority in **your home country**.

- 4. any claim if **you** have not complied with the conditions of the medical declaration section.
- 5. anything mentioned in the General Exclusions.

Section 4 Travel Disruption

Missed Departure

What is covered:

We will pay **you** up to £1,000 for reasonable additional travelling and accommodation expenses necessarily incurred to reach **your** overseas **destination** or to return to **your home country** by the most direct route.

If **you** arrive at the airport, port or international coach or rail terminal to depart too late to commence the first outward international journey abroad of **your** booked **trip**, as a result of:

- a) breakdown of or **accident** directly involving the vehicle in which **you** are travelling; or
- b) cancellation or curtailment of scheduled **public transport** due to adverse weather conditions, **strike, or industrial action**, or mechanical breakdown, or **accident**.

We will provide assistance by liaising with the **carrier** and/or tour operator to advise of **your** late arrival. If necessary, **we** will make arrangements for overnight hotel accommodation and alternative international travel.

Home Country Departure Assistance & Missed Home Country Connection

What is covered:

We will pay up to £500 for costs incurred should **you** be delayed or miss **your** connection as follows:

On your outward journey:

If **you** are delayed during **your** internal/connecting journey to **your United Kingdom** international airport, port, coach, or rail terminal, as a result of disruption, cancellation, delay, suspension, failure, or alteration of **public transport**, or breakdown, or **accident** immobilising the private vehicle in which **you** are travelling:

- a) **we** will provide assistance to enable **you** to continue **your** journey to **your United Kingdom** international departure point;
- b) **we** will provide alternative transport or emergency local help where necessary, including the towing of **your** vehicle to the nearest garage.

On your return to your home country:

If **your** main international air, sea, coach or rail **carrier** is delayed and **you** miss your pre-booked and pre-paid internal travel connection within the **United Kingdom** by scheduled **public transport** we will:

- a) assist **you** to reach **home** from the point where **you** transfer from the main international air, sea, coach or rail **carrier**;
- b) liaise with the onward transport provider to advise of **your** late arrival and will, if necessary, make alternative travel arrangements to enable **you** to get **home**.

Should **you** arrive at **your home country** transfer point on time but **you** are unable to continue **home** as planned due to the disruption, cancellation, delay, suspension, failure or alteration of **your** planned internal travel connection by scheduled **public transport**; or the immobilisation or **theft** of the private vehicle in which **you** proposed to travel **we** will:

- a) provide necessary alternative transport, local emergency assistance, recovery of the private vehicle and the passengers to their **home** or overnight accommodation whilst awaiting repairs to the private vehicle.

Special conditions relating to claims under Sections 4

1. **You** must make every effort to commence and complete the journey to **your** departure point and check in for the flight, sea crossing, coach or train journey on time.
2. **You** must obtain written confirmation from the **carrier** stating the period of, and the reason for, the delay.
3. For claims arising from an **accident** to, or breakdown of a private vehicle in which **you** are travelling, **you** must obtain written confirmation from the emergency breakdown services or repairers of the location and reason for the breakdown or the Police **Accident** Report.
4. Where **your** private vehicle in which **you** are travelling or intending to travel cannot

be used as a result of breakdown or **accident**, we will pay for 1 hour's roadside assistance (excluding any replacement parts) and towing charges to the nearest garage. For claims under Home Country Departure assistance and Home Country connection only.

5. Claims arising from traffic congestion must be evidenced with written confirmation from the Highways Agency of the location and duration of the delay.

Travel Delay

What is covered:

We pay up to £20 for every full 6 hour period up to a total of £400 if the intended departure of **your** first outward or final inward international flight, sea crossing or coach or train journey forming part of a booked **trip**, is delayed as a direct result of **strike or industrial action**, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft, sea vessel, coach or train.

Alternatively **you** can choose to abandon **your trip** and submit a Cancellation claim under Section 1, should **you** experience a delay as specified above, of more than 12 hours beyond the intended departure time.

Special conditions relating to Travel Delay claims

1. If **you** decide to abandon your trip no benefit under this section will apply.
2. **You** must check in according to the itinerary supplied to **you**.
3. Compensation for flight delays will only be payable if **you** were a pre-booked fare paying passenger on a fully licensed passenger aircraft.

What is not covered under Section 4:

1. claims arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased, renewed or extended this insurance;
2. additional costs where the scheduled **public transport** operator has offered alternative travel arrangements;
3. breakdown of the private vehicle in which **you** are travelling if it has not been regularly serviced;

4. claims for Home Country Departure Assistance and Missed Home Country Connection in addition to claims under Travel Delay;
5. claims due to **you** allowing insufficient time to complete **your** journey to the departure point;
6. claims where **you** have not obtained written confirmation from the **carrier** stating the period and reason for delay;
7. claims under this section in addition to claims under Section 1 (cancellation)
8. the excess shown in the table of benefits.
9. anything mentioned in the General Exclusions

Section 5 Baggage, Money and Passport Baggage

What is covered under Section 5:

We will pay up to an overall maximum of £2,000 if **your personal baggage** is damaged, stolen, destroyed, or lost (and not recovered) during the course of a **trip**.

Within this amount the following sub-limits apply:

- a) **we** will pay up to £500 for any **single article**, or for any one **pair or set** of articles, where **you** are able to provide the original receipt, or proof of ownership.
- b) **we** will only pay up to £250 for all articles lost, damaged or stolen per incident if **you** cannot provide satisfactory proof of ownership and value.
- c) **we** will only pay up to £50 for any **single article**, or for any one **pair or set** of articles, if **you** cannot provide an original receipt or other satisfactory proof of ownership and value (for example, a photograph of **you** wearing the article) to support the claim. Evidence of replacement value is insufficient.
- d) **we** will pay up to £500 in total for **valuables** owned by **you**, whether jointly owned or not **We** will only pay up to £100 for **valuables** owned by **you** if **you** are under 18 years of age.
- e) **we** will only pay up to £150 in total for sunglasses or prescription glasses of any kind.
- f) **we** will only pay up to £100 for mobile telephones.
- g) **we** will only pay up to £100 for **personal baggage** or **valuables** lost, damaged or stolen from a beach or pool-side.
- h) **we** will only pay up to £50 for any cigarettes or alcohol that are lost, damaged or stolen.

Special conditions relating to claims for Baggage

1. We will either pay **you** for the loss, or to **replace, reinstate** or repair the items concerned.
2. Claims are not paid on a 'new for old', or replacement cost basis. A deduction, therefore will be made for wear and tear and depreciation.
3. **Your personal baggage** must not be left unsecured, **unattended**, or beyond **your** reach at any time in a place to which the public have access.
4. **You** must report the loss, or **theft of personal baggage** within 24 hours of discovery, to the local Police and to the **carrier**, if appropriate. Damage to **personal baggage** in transit must be reported to the **carrier** before **you** leave the baggage hall and a Property Irregularity Report (PIR) must be obtained. Loss, or **theft of personal baggage** during **your trip** must be reported to **your** hotel, accommodation provider, or tour operator representative if appropriate. **You** must provide **us** with written documentation from one of the parties listed above confirming that the loss, or **theft** occurred during the **trip** – otherwise no claim will be paid.
5. **Baggage** shall be considered to have been lost after 21 days have passed since the loss was reported.
6. For items damaged whilst on **your trip**, **you** must obtain an official report from an appropriate local repairer confirming the item is damaged and beyond repair.
7. **You** must report the loss, **theft** or damage to the local Police and obtain written confirmation, if **your valuables** are lost, stolen or damaged whilst in a hotel safe, or safety deposit box.

If **your baggage** is recovered, **we** will either forward it to **you** at **your** location on the **trip** or, if the **trip** has ended, to **your home**. Any compensation **you** received under Personal Baggage must be returned to **us** within 14 days of the receipt of **your baggage**.

Baggage Delay on your Outward Journey

No cover is provided under this section of cover for **trips** taken solely within the **United Kingdom**, Channel Islands or the Isle of Man.

What is covered:

We will pay up to the amount shown in the table of benefits if **your** baggage is certified by the **carrier** to have been lost, or misplaced on the outward journey of a **trip**.

We will not pay claims under this section in addition to claims for **Baggage**.

Special conditions relating to claims under Baggage Delay on your Outward Journey

If **baggage** is delayed while in the care of a **carrier**, transport company, authority or hotel **you** must report to them, in writing, details of the delay or eventual loss, **theft** or damage and obtain written confirmation. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:

1. Obtain a Property Irregularity Report (PIR) from the airline.
2. Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
3. Retain all travel tickets and tags for submission if a claim is to be made under this **policy**.

Money & Passport

What is covered:

We will pay **you** up to £500 if during a **trip**, the **personal money you** are carrying on **your** person or **you** have left in a safety deposit box is lost, stolen, damaged or destroyed, subject to the following conditions and exclusions:

- a) we will pay up to the amount shown in the table of benefits for **cash** belonging to **you**. Or £150 if **you** are under 18 years of age.
- b) **we** will pay up to £500 for additional travel and accommodation expenses **you** incur abroad to obtain a replacement if **your** passport is lost, or stolen outside the **United Kingdom**, Channel Islands or the Isle of Man during **your trip**.
- c) **we** will pay **you** a proportionate refund of the unused part of the passport's original value calculated upon how many complete years it was to remain valid for.

Special conditions relating to claims under Money & Passport

1. You must report loss, or theft of **personal money**, or **your** passport to the local Police and obtain written confirmation within 24 hours of discovery of the incident. A tour operator Representative Report is insufficient.
2. The Police Report must confirm that the loss, or **theft** occurred during the **trip**.
3. You must provide us with evidence of the withdrawal of **cash** – otherwise no payment will be made.

What is not covered under Section 5:

1. the **policy excess**;
2. any item loaned, hired or entrusted to **you**;
3. loss, **theft** of, or damage to, **personal baggage, valuables, personal money, or passport** left **unattended** in a public place, or location that the public has access to at any time;
4. any loss, **theft** of, or damage to **personal baggage** left in an **unattended** motor vehicle if:
 - they have not been locked out of sight in a **secure baggage area**;
 - no forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and no evidence of such entry is available;
5. loss, **theft** of, or damage to, **valuables, personal money, or passport**:
 - from a motor vehicle left **unattended** at any time; or
 - left in checked-in baggage, whilst in the custody of a **carrier**; and/or
 - packed in baggage left in the baggage hold, or storage area of a **carrier**;
6. any loss, **theft** of, or damage to **personal baggage** left **unattended** at your accommodation other than in a hotel room, or private accommodation for your sole private use, or the sole private use of your travelling party;
7. any loss, **theft** of, or damage to **personal money, valuables or passport** left unattended at any time unless deposited in a hotel safe, or safety deposit box;
8. wear and tear, depreciation, damage caused by moth or vermin, or any process of cleaning, or restoration, or alteration, atmospheric, or climate conditions, or any gradual occurrence.
9. electrical or mechanical breakdown, or malfunction of the article insured;
10. damage to china, pottery, glass, or other fragile, or brittle articles, other than photographic equipment and telescopic lenses, unless by fire, or resulting from an **accident** to a seagoing vessel, aircraft, or vehicle;
11. liability in respect of a **pair or set** of articles where **we** shall be liable only for the value of that part of the **pair or set** which is lost, or damaged;
12. equipment used in connection with any **winter sports**;
13. any loss, **theft** of, or damage to the following items;
 - a) contact or corneal lenses, dentures, hearing aids, bonds, securities, stamps or documents of any kind, including driving licences, musical instruments, typewriters, antiques, pictures, coupons, unset precious stones, cycles, mobility scooters, motor vehicles and their accessories, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession, or trade;
 - b) any unused mobile or satellite telephone, contract charges, rental charges, or prepayments;
14. any claim for **baggage**, or the contents of any **baggage** containing perishable goods.
15. checked-in baggage that has not been retrieved and taken to **your** accommodation address.
16. any claim where **you** are able to claim from another insurance covering this risk, or the airline with which **you** travelled, **we** will only pay for any balance outstanding.
17. confiscation, or detention by Customs, or other lawful officials and authorities;
18. loss, **theft** of, or damage to, travellers' cheques if **you** have not complied with the issuers' conditions or where the issuer provides a replacement service.
19. loss or damage due to depreciation in value, variations in exchange rates or shortages due to error, or omission.
20. anything that can be replaced by the issuer;
21. daily living expenses when obtaining a

replacement passport;

22. anything mentioned in the General Exclusions

Section 6 Personal Accident

Definitions relating to words that appear in Section 6.

Loss of limb – Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm (or both arms) at or above the wrist joint(s), or a leg (or both legs) at or above the ankle joint(s).

Loss of sight – Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. (This means being able to see at 3 feet or less what **you** should see at 60 feet).

Permanent total disablement – Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent **you** from engaging in, or giving any attention to, any and every business, or occupation, for the remainder of **your** life.

What is covered:

We will pay to **you** or **your** legal personal representatives if **you** suffer **accidental bodily injury** during the **trip**, which within 12 months is the sole and direct cause of death or disablement, one of the following benefits:

| Cover | Benefit per insured person | |
|--------------------------------|----------------------------|------------------------------|
| | Aged 18 to 85 | Aged under 18 or 86 and over |
| Death | £20,000 | £1,000 |
| Loss of limb, or loss of sight | £20,000 | £1,000 |
| Permanent total disablement | £20,000 | £1,000 |

What is not covered:

1. injury not caused solely by outward, violent and visible means;
2. **your** disablement caused by mental or psychological trauma not involving **your bodily injury**;
3. disease or any physical defect, infirmity or **illness** which existed prior to the commencement of the **trip**;
4. any payment per **insured person** in excess of £20,000, or £1,000 if the **insured person** is under 18 years of age, or 86 years of age and

over;

5. death, or disablement arising from an **insured person** engaging in any **sports and activities** where this **policy** specifically states that Personal Accident cover is excluded, or where the sports, or activity is not listed as covered, or is where it is specifically excluded;
6. any **accident** that **you** suffer before **you** go on **your trip**;
7. **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger carrying aircraft);
8. **you** travelling on a motorcycle as either the rider or passenger;
9. **you** taking part in **manual work** or dangerous work, unless **we** have agreed in writing beforehand;
10. anything mentioned in the general exclusions.

Section 7 Personal Liability

No cover is provided under Section 7 for **trips** taken solely within the **United Kingdom**, Channel Islands or the Isle of Man.

What is covered:

If as a result of **your** act or omission occurring during a **trip you** become legally liable for **accidental bodily injury** to, or the death of, any person and/or **accidental** loss of or damage to their property, then:

We will cover **you** (or, in the event of **your** death, **your** personal legal representatives) where there is no other insurance in force covering the loss, the material damage, or **your** liability against:

- a) all sums which **you** shall become legally liable to pay as compensation; and
- b) all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **us** or with **our** consent.

We will pay up to £2,000,000, including costs under this **policy**. This limit applies to any and all claimants in any one period of cover affected by any and all occurrences with any one original cause.

Special conditions relating to claims

1. **Our** liability shall not exceed the sum insured in respect of any or all occurrences in a series resulting from one original cause.
2. If **you** receive any communication from any person in connection with any event which may result in a claim under this

section, **you** must immediately pass this to **us** without acknowledging the communication to the party who sent the communication.

3. **You** must make no admission of liability, offer, promise of payment, or payment, without **our** written consent.

What is not covered:

1. the **policy excess**;
2. injury to, or the death of, any member of **your family** or household, **your travelling companion**, or any person in **your** service;
3. property belonging to, or held in trust by **you** or **your family**, household or servant;
4. loss of or damage to property which is the legal responsibility of **you** or **your family**, household or servant. (this exclusion will not apply to temporary hotel and similar accommodation which **you** occupy and for which **you** assume contractual responsibility during **your trip**);
5. any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
6. claims for injury, loss or damage arising directly or indirectly from:
 - ownership or use of: airborne craft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels, sail or powered boats (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms; weapons;
 - the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by **you**;
 - the ownership or occupation of any land or building;
 - wilful or malicious acts;
7. liability or material damage for which cover is provided under any other insurance or guarantee;
8. **accidental** injury or loss not caused through **your** negligence;
9. any injury, **illness**, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus however caused;
10. an **insured person** engaging in any **sports and activities** where this policy specifically states that personal liability cover is excluded;

11. any claim arising in connection with a **trip** solely within **your home country**;
12. any action not brought under the jurisdiction of the courts of the country where the incident giving rise to the claim occurred;
13. anything mentioned in the General Exclusions.

Section 8 Legal Costs & Expenses

Cover under this section is underwritten and administered by **DAS** Legal Expenses Insurance Company Limited (**DAS**). **DAS** is the underwriter and provides the legal protection insurance and legal advice helpline.

DAS Legal Expenses Insurance Company Limited

Registered Address: DAS Legal Expenses Insurance Company Limited, **DAS** Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales. Company Number 103274. Website: www.dasinsurance.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

This section, **policy** and the **Schedule** shall be read together as one document and describe the contract between the **insured person** and **DAS**.

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

14. **reasonable prospects** exist for the duration of the claim.
15. the **date of occurrence** of the insured incident is during the insured trip.
16. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
17. the insured incident happens within the **countries covered**.

What DAS will pay

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

- a) the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is shown in the table of benefits.
- b) the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have

paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

- c) in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist.
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if **you** decided not to use the services of a **preferred law firm**, then **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment**, and these will not be paid by **DAS**.

Definitions relating to words that appear in Section 8.

Appointed Representative: the **preferred law firm**, law firm or other suitably qualified person which **DAS** will appoint to act on **your** behalf.

Costs and Expenses:

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

Countries Covered: A county or countries that fall within the geographical area shown on **your Schedule**.

DAS: **DAS Legal Expenses Insurance Company Limited**.

DAS Standard Terms of Appointment: the Terms and Conditions (including the amount **DAS** will pay to **your appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per

hour. This amount may vary from time to time.

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

Preferred Law Firm: a law firm or barristers' chambers which **DAS** choose to provide legal services. These legal specialists are chosen based on their proven expertise to deal with claims like **yours** and must comply with **DAS's** agreed service levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

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

What is covered

- **Costs and expenses** up to the £25,000 to pursue **your** legal rights following a specific or sudden accident that causes death or bodily injury to **you**.

What is not covered

Exclusions applying to this section

1. **DAS** will not pay a claim relating to the following:
 - a) Any illness or bodily injury that happens gradually.
 - b) Any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **your** physical bodily injury.
 - c) Defending **your** legal rights, but **DAS** will cover defending a counter-claim.
 - d) Clinical negligence.
2. A claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
3. An incident or matter arising before the start of a trip.
4. **Costs and expenses** incurred before **DAS's** expressed acceptance.

5. Fines, penalties, compensation, or damages that a court or other authority orders **you** to pay.
6. Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.
7. A dispute with **DAS** not otherwise dealt with under Section 8 condition 7.
8. **Costs and expenses** arising from or relating to judicial review, coroner's inquest, or fatal accident inquiry.
9. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement (other than a conditional fee agreement (no win, no fee) which could apply under the **DAS standard terms of appointment**).
10. Any claim against ERGO Travel Insurance Services Ltd (ETI), Great Lakes Insurance SE or their respective agents.
11. Any claim where **you** are not represented by a law firm or barrister.

Additional conditions applying to this section:

1. a) on receiving a claim if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) if the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as **your appointed representative**.
- c) if **you** choose a law firm as the **appointed representative** which is not a **preferred law firm**, **DAS** will give your choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS standard terms of appointment**.
2. a) you must co-operate fully with **DAS** and with the **appointed representative**.
- b) **you** must give the **appointed representative** any instructions that **DAS** ask **you** to.
3. a) **you** must tell **DAS** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **DAS's** written consent.
- b) if **you** do not accept a reasonable offer to settle a claim, **DAS** may refuse to pay any further **costs and expenses**.
- c) **DAS** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help **DAS** need to do so.
4. a) **you** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b) **you** must take every step to recover **costs and expenses** and court attendance that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. if the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to the appointment of another **appointed representative**.
6. if **you** settle or withdraw a claim without **DAS's** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **DAS** have paid.

7. if there is a disagreement about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process available that can be used to settle any dispute with **DAS**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either **you** or **DAS**.
8. if there is a disagreement between **you** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest that **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you** and **DAS**. Subject to this **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence. This does not affect **your** rights under Section 8 Condition 7.
9. **you** must:
 - a) keep to the terms and conditions of this section;
 - b) take reasonable steps to avoid and prevent claims;
 - c) take reasonable steps to avoid incurring unnecessary costs;
 - d) send everything **DAS** ask for, in writing;
 - e) report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at its discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
 - a) a claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
 - b) a false declaration or statement is made in support of a claim.
11. if any claim covered under this section is also covered by another **policy**, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
12. this section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
13. apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Eurolaw Legal Advice

To contact the above service, phone us on +44 (0) 117 934 0548. When phoning, please quote **your policy** number.

DAS will give **you** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union Country, the Isle of Man, the Channel Islands, Switzerland, and Norway.

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

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

DAS will not accept responsibility if the Helpline Service fails for reasons which **DAS** cannot control.

Privacy

When **you** purchase and use a **DAS** product, **DAS** will process personal information about **you** and anyone else whose details are provided to **DAS** to provide **you** with a service or a claim.

DAS process **your** personal information in accordance with **DAS's** Privacy Notice. **You** can find DAS's Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-statement. Alternatively, **you** can make a request for a printed copy to be sent to **you** by contacting dataprotection@das.co.uk

Section 9 Pet Care

What is covered:

We will pay **you** £50 per complete 24 hour period up to a maximum under this **policy** of £500 for additional kennel or cattery charges that **you** incur if **you** have a valid claim under Section 3a (Emergency Medical & Repatriation), and **your** return to **your home** is delayed by more than 24 hours as a result of **you** being admitted to a recognised hospital abroad as an in-patient.

Special conditions relating to claims

1. **You** must obtain a **Medical Certificate** from the **doctor** in attendance specifying the unforeseen **illness** or injury that prevented **you** from returning **home** as planned.

Please see Section 1 Cancellation for the loss of pre-booked kennel or cattery fees.

Section 10 COVID-19 Cover

PLEASE NOTE: Your **policy** will not cover **you** if **you** travel against the advice of the Foreign, Commonwealth & Development Office (FCDO).

This section of cover extends the Emergency Medical and repatriation section, the Cancellation or Cutting Short **Your Trip** sections of this **policy** as follows:

What is covered for Emergency Medical and Repatriation Expenses:

We will pay up to the amount shown in the table of benefits under section 3a Emergency Medical & Repatriation expenses for each **insured person** who contracts COVID-19, as proven by a medically approved test showing a positive result for COVID-19, during an **insured trip** outside the **United Kingdom** for the following:

- a) medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised **Doctor** and agreed by **our Medical Officer**.
- b) additional travelling costs to repatriate **you home** when recommended by our Medical Officer.

- c) additional travel and accommodation costs as authorised by our Assistance Company up until **our Medical Officer** advises that **you** can be repatriated **home**.
- d) additional travelling costs to repatriate **you home** when **you** are denied boarding on **your** pre-booked return travel due to **you** contracting COVID-19.
- e) a benefit payment of £20 per complete 24 hour period up to £300 where **you** are ordered into self-isolation in **your** holiday accommodation by a relevant Government authority, as a result of **you** contracting COVID-19.

What is covered for Cancellation and Cutting Short Your Trip:

We will pay **you** up to the amount shown in the table of benefits for either Section 1. Cancellation, or Section 2. Cutting Short **Your Trip**, per **insured person** for any irrecoverable unused travel and accommodation costs (and other prepaid charges) which **you** have paid or are contracted to pay, if **you** were not able to travel and use **your** booked accommodation or undertake the **trip** as a result of:

- a) **you**, a **close relative**, a member of **your** household, travelling companion or any person with whom **you** have arranged to stay during the **trip** has a diagnosis of COVID-19 in the 14 days prior to **your** booked departure date.
- b) you are denied boarding on **your** pre-booked outbound travel due to **you** contracting COVID-19.
or where **you** have to Cut short **your trip** as a result of:
 - a) the death of your **close relative**, as a result of COVID-19.
 - b) you are unable to continue with a prebooked excursion following **your** self-isolation as ordered by a relevant Government authority due to contracting COVID-19, up to a maximum of £350 for all excursions.

What is not covered

(applicable in addition to any exclusion listed under Sections 1. Cancellation, 2. Cutting short **your Trip** and 3a. Emergency Medical & Repatriation Expenses of **your policy**):

1. the **excess**
2. claims relating to any person contracting COVID-19, where this is not proven by either a medically approved test showing a positive result for COVID-19, or a formal written

diagnosis by a **Doctor**.

3. claims arising directly or indirectly from an outbreak of COVID-19 resulting in a lockdown, travel warnings, affecting or restricting freedom of movement in **your home country**, the country or specific area or event to which **you** were travelling to or through before after or during **your trip**.
4. any claim where **you** are experiencing symptoms of an infectious disease, or have been told to self-isolate at the time you purchased, renewed or extended this insurance, or at the time of booking any trip, whichever is later. Or in the case of Emergency Medical or Repatriation Expenses claims, started **your trip** whichever was later.
5. **Your** quarantine when it has been imposed on a community, geographic location, vessel or travellers returning to the **United Kingdom** from a specific location by a Government or public authority.
6. the cost of airport departure duty/tax (whether irrecoverable or not).
7. travel tickets paid for using any airline mileage reward scheme, for example air miles.
8. travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
9. travel or accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
10. any costs incurred by **you** which are recoverable from the providers of the accommodation (or their administrators) or for which **you** receive or are expected to receive compensation or reimbursement.
11. any costs incurred by **you** which are recoverable from the **public transport** operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
12. any accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements.
13. any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your trip**.
14. any claim where **you** contract COVID-19 and **you** have not had the recommended vaccination(s) (consideration will be given where **you** were medically unable to have the vaccination, and this is shown in **your** medical records).
15. any claim where **you** have not returned to the **United Kingdom** when advised to do so by the UK Government including the Foreign, Commonwealth & Development Office (FCDO).
16. any claim arising as a result of **you**, or **your** travel companion being unable to complete the full COVID-19 vaccination course before **your** scheduled departure date due to delays in supply, or changes in Government policy.
17. any claim where **you** have travelled during a Government imposed lockdown.
18. any claim where **you** do not hold the required confirmation of vaccination documentation, for example a vaccination passport.
19. any claim for cancelling or **cutting short your trip** due to Government restrictions placed upon **you** during **your** booked **trip** which may impact **your** enjoyment or access to amenities.
20. any claim made under Section 10 in addition to a claim under either Sections 1,2 or 3a of this **policy**.
21. anything mentioned in the General Exclusions.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

1. a copy of the positive test result for COVID-19 **you** received from a registered medical practitioner.
2. booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/ accommodation.
3. for claims where **you** cut short **your trip**, **we** will require a breakdown of **your** paid costs and charges that make up the total cost of the **trip** from **your** travel agent, tour operator or provider of transport/ accommodation.
4. **your** unused travel tickets.
5. a letter from the carriers (or their handling agents).
6. written confirmation from the scheduled **public transport** operator (or their handling agents) confirming the exact reason for which **you** were denied boarding, together with details of any alternative transport offered.
7. receipts or bills for any transport, accommodation or other costs, charges or

expenses claimed for.

8. any other official document or medical report confirming **your** diagnosis for COVID-19 which leads to **your** self-isolation, or the need to cancel or cut short **your trip**.

General Conditions – applying to all sections

1. **You** will not be covered under Sections 1, 2 and 3, unless **you** have made **your medical health declaration(s)** for the period for which your insurance is required, and **you** have declared ALL **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them for insurance.
2. Any medical information supplied in **your medical health declaration** will be treated in the strictest confidence, will be used solely for **our** own internal purposes for the assessment of risk and for any claims. It will not be disclosed to anyone else without **your** specific approval. **We** shall not refuse cover unless, in **our** opinion, the risk associated with the particular person travelling is substantially greater than that represented by the average healthy traveller. The cost of any medical evidence produced in connection with a **medical health declaration** shall be borne by **you**.
3. It is **your** responsibility to ensure **you** have told **us** about any change in **your** health, or medical status before **you** depart on each **trip** and throughout the period of cover. Any change must be accepted in writing by **us** before cover will be continued. If **you** are in doubt as to whether a change is important, **you** should contact Avanti Go Customer Services.
4. This **policy** is a legal contract based on the information **you** supplied when **you** applied for, renewed, or amended this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that **you** have answered our questions fully and accurately. Failure to provide full and accurate disclosure may affect **your** claim.
5. **You** must exercise reasonable care for the supervision and safety of both **you** and **your** property. **You** must take all reasonable steps to avoid, or minimise any claim. **You** must act as if **you** are not insured.
6. **We** will make every effort to apply the full range of services in all circumstances dictated by the Terms and Conditions.
7. **You** must comply in full with the Terms and Conditions of this **policy** before a claim will be paid.
8. **You** must contact **The Assistance Team** as soon as possible where **your** claim is more than £350. **You** must make no admission of liability, offer, promise or payment without **our** prior consent.
9. **We** are entitled to take over the defence, or settlement of any claim, recover expenses or compensation from any other third parties involved at any time, or take legal action in **your** name or in the name of anyone else claiming under this **policy**.
10. **We** may, at any time, pay to **you our** full liability under this **policy** after which no further liability shall attach to **us** in any respect, or as a consequence of such action.
11. You will co-operate fully with **us** in any recovery attempt **we** make to recover sums that **we** have paid out under the terms of the **policy**. **We** will pay all costs associated with the recovery of **our** outlay. **You** agree not to take any action that may prejudice **our** recovery rights and will advise **us** if **you** instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this **policy**. The sums **we** have paid out under the terms of the **policy** will be reimbursed from any recovery made.
12. **You** must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). **We** may at any time and at our expense take such action as we deem fit to recover the property lost or stated to be lost.
13. In the event of a valid claim **you** shall allow us the use of any relevant **travel documents you** are not able to use because of the claim.
14. **You** must notify **us** in writing of any event which may lead to a claim, within 28 days of **your** return to **your home**:
 - **you** must complete a claim form substantiating **your** claim, together with (at **your** own expense) all certificates, information, evidence and receipts that **we** reasonably require.
 - as often as **we** require **you** shall submit to a medical examination at **our** expense.

- **we** may request a post mortem examination to be carried out for an **insured person** at **our** expense.
15. This **policy** shall become void and the **premium** paid shall be forfeited if any fraudulent claim is made. Any benefits so claimed and received must also be repaid to us.
 16. If any dispute arises as to the **policy** interpretation, or as to any rights or obligations under this **policy**, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the Complaints Section. Using this service will not affect **your** legal rights.
 17. **You** will be required to repay to **us**, within one month of **our** request to **you**, any costs or expenses **we** have paid on **your** behalf which are not covered under the Terms and Conditions of this **policy**.
 18. This **policy** is subject to the laws of England and Wales unless **we** agree otherwise. The Courts of England and Wales alone shall have jurisdiction in any disputes.
 19. When engaging in any covered sport or holiday activity **you** must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and **you** must use all appropriate precautions, equipment and protection.
 20. At all times **you** must satisfy **yourself** that **you** are capable of safely undertaking the planned sport or activity and **you** must take care to avoid injury, **accident** or loss to **yourself** and to others.
 21. **We** will not pay for any costs which are recoverable elsewhere.
 22. **You** must disclose details of any other insurance **policy** held. If **you** fail to do so this may result in **your** claim not being paid. Each insurance company will contribute a proportion of the full amount of **your** claim payment (providing **your** claim is valid), except for valid Personal Accident claims which **we** will pay in full. Under no circumstances shall **you** benefit from double payment (dual insurance) under the terms of any of **your** insurance policies. In the event that **you** have received payment to which **you** were not entitled under this **policy** **we** have the right to recover the value of the overpayment from **you**.
 23. It is a condition of this insurance **policy** that

you make full use of any available reciprocal health agreement before cover shall apply under Section 3 – Emergency Medical and Repatriation.

General Exclusions – applying to all sections

No section of this policy shall apply in respect of:

1. Claims arising as a result of the following:
 - a) If **you** or any other **insured person** covered by this **policy** have suffered from, or received any form of medical advice, treatment, or medication for any of the following conditions before purchasing **your policy**, unless the condition has been declared to **us** and accepted by **us** in writing:
 - i. any heart condition (for example, heart attack, angina, chest pains or ischemic heart disease); or
 - ii. any circulatory condition (for example, high or low blood pressure, raised cholesterol, blood clots, aneurysm, stroke, transient ischaemic attack, or brain haemorrhage); or
 - b) If **you**, or anyone insured on this **policy** have suffered from any of the following in the 2 years before purchasing **your policy**, unless **you** have made a declaration to **us** and **we** have agreed to provide cover in writing:
 - i. **you** have a **medical condition** for which **you** have been prescribed medication; or
 - ii. **you** have received treatment, investigative tests, or had a consultation with a **doctor**, or a hospital consultant.
 - iii. any respiratory condition (for example, chronic asthma, chronic obstructive pulmonary disease (COPD) or chronic bronchitis).
 - c) If after **you** have purchased **your policy** but before **you** book a **trip**, **you** or any other **insured person** covered by this **policy** suffer from any new **medical condition** and **you** have not informed **us** of the new condition when **we** asked.
 - d) **You** travelling with the intention of receiving medical treatment abroad.
 - e) **You**, a **close relative**, a **travelling companion**, or any person with whom **you** had arranged to stay with:
 - i. are receiving, or waiting for hospital investigation, or treatment for any

undiagnosed condition, or set of symptoms at the time of purchasing **your policy** and/or at the time of commencing travel; or

- ii. are receiving medical treatment under a medical trial; or
 - iii. have been given a **terminal prognosis** at the time of purchasing **your policy** and/or before commencing travel.
2. Any claim that relates to a diagnosed psychiatric, or psychological disorder, anxiety or depression which **you** or any person upon whose well-being **your trip** depends, have suffered from, required treatment, or prescribed medication in the two years before purchasing **your policy**, unless the condition has been declared to **us** and accepted by **us** in writing.
 3. Any claim arising from a **cruise** holiday, where “**Cruise: Not covered**” is shown on **your Schedule** and where any required additional **premium** has not been paid.
 4. Claims following **your** failure to provide **us** with full and accurate information in response to **our** questions, or **your** failure to meet any Terms and Conditions of the **policy**.
 5. Any claim for any person participating in **winter sports**.
 6. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this **policy**, be covered by any other existing guarantee, insurance, compensation scheme or any motoring organisation’s service. If **you** have any other **policy** in force, which may cover the event for which **you** are claiming, **you** must tell **us**. This exclusion shall not apply to Personal Accident cover.
 7. Any costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **you** would have paid for in any case).
 8. **We** will not pay for any losses which are not directly covered by the Terms and Conditions of this **policy**. Examples of losses **we** will not pay for include loss of earnings due to being unable to return to work following injury or **illness** happening while on a **trip** and replacing locks if **you** lose **your** keys.
 9. Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an **insured person’s illness** or injury), interpreters’ fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs unless preauthorised by **us**.
 10. Any deliberately careless or deliberately negligent act or omission by **you**.
 11. Any claim arising or resulting from **your** own illegal or criminal act.
 12. Any claim arising directly or indirectly from **your** drug addiction or solvent abuse, alcohol intake, or **you** being under the influence of drug(s).
 13. Any claim arising or resulting directly or indirectly from **your** suicide, attempted suicide, intentional self-injury, needless self-exposure to danger except in an endeavour to save human life, or fighting except in self-defence.
 14. **You** engaging in work/**manual work**, whether or not in conjunction with any profession, business or trade during the **trip**.
 15. **You** engaging in any **sports and activities** where such activity is not listed as covered in this **policy**.
 16. Participation in any racing (other than on foot), or organised competition involving any **sports and activities** or **winter sports**.
 17. Loss, damage, cost or expense of whatever 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:
 - a) **Active participation**.
 - b) **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.
 - c) **Nuclear energy**, including nuclear reactions, radiation and **contamination**.
 - d) **Weapons of Mass Destruction**.
 - e) **Cyber-terrorism**.
 18. Any claim when **you** have not paid the required **premium** for the number of days

comprising **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.

19. Loss, or damages of any kind arising from the provision of, or any delay in providing, the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.
20. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this **policy** relates, whether provided by **us** or by anybody else (whether or not recommended by **us** and/ or acting on **our** behalf) unless negligence on our part can be demonstrated.
21. Any expenses incurred as a result of any transmittable virus, illness, disease, or tropical disease, including COVID-19, or any related/ mutated form of the virus, where **you** have not had the recommended inoculations and/ or taken the recommended medication.
22. Arising from **you** acting against the advice of a **doctor**.
23. For any search and rescue costs.
24. **Your** travel to a country or specific area or event to which the Foreign, Commonwealth & Development Office (FCDO), or the World Health Organisation (WHO), or similar governing body have advised against all, or all but essential travel.
25. Arising from volcanic ash clouds.
26. Claims arising from actual or planned **strike** or **industrial action** which was common knowledge at the time **you** booked the **trip** or purchased cover (if later);
27. Withdrawal from service of the aircraft, sea vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country.
28. Claims arising from, or related to any coronavirus including but not limited to COVID-19 or any related/mutated form of the virus. unless specifically listed as covered by this **policy**.
29. Claims arising from any epidemic, or pandemic as declared by the World Health Organisation.

Sports & Activities

Accepted activities

This **policy** will cover **you** when participating in the following activities on a non-professional,

noncompetitive basis. Activities marked with a single * will exclude all cover under the Personal Accident and Personal Liability sections of this **policy**.

- Aerobics
- Archery*
- Badminton
- Banana boat rides
- Baseball, Rounders
- Basketball
- Beach cricket
- BMX (must be wearing a helmet)
- Boogie Boarding
- Bowls (including competitions)
- Boxing Training*
- Camel/ elephant riding/trekking*
- Canoeing/kayaking* not white water (must be wearing a life-jacket and helmet and only in inland or coastal waters)
- Catamaran sailing
- Clay Shooting*
- Cricket
- Croquet
- Curling
- Cycling, Mountain biking* (must be wearing a helmet)
- Dog sledging* (only when driven by a professional driver provided by the organiser)
- Dinghy sailing* (must be wearing a life-jacket and helmet and only in inland or coastal waters)
- E-scooter riding (must be an organised tour and must be wearing a helmet)
- Falconry*
- Fencing*
- Field hockey*
- Fishing*
- Flying as a passenger in an aircraft (private plane, small aircraft or helicopter)
- Football*, Gaelic Football*
- Glacier Walking (with a guide)

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| Golf |
| Go-Karting (must be wearing a helmet) |
| Hiking, Trekking (not above an altitude of 2,500 metres) |
| Horse riding* (must be wearing a riding hat. No cover for polo, hunting or jumping) |
| Hot air ballooning* (as a fare paying passenger in a licensed aircraft) |
| Ice skating |
| Jet skiing* |
| Motorcycling on-road/as a mode of transport as a passenger or rider (must be wearing a helmet and only if the motorcycle or electric motorcycle is under 125cc/11kw. The rider must hold a valid motorcycle license) |
| Netball |
| Orienteering (no climbing) |
| Parascending* (over water) |
| Pickleball |
| Pilates, Yoga |
| Ringos |
| Roller blading/inline skating |
| Roller hockey*, Street hockey* (must be wearing pads and a helmet) |
| Rowing |
| Running, Jogging (not long distance) |
| Safari (must be organised in the UK) |
| Scuba diving** (please see Scuba diving conditions below) |
| Segwaying* (must be wearing a helmet) |
| Skate boarding |
| Sleigh ride pulled by Reindeer (only when driven by a professional driver provided by the organiser) |
| Snorkelling |
| Softball |
| Squash |
| Surfing |
| Swimming |
| Swimming with dolphins (must be a professionally organised and supervised) |

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| Table-tennis |
| Tennis |
| Ten pin bowling |
| Tree top walking* (must be a professionally organised and supervised) |
| Volleyball |
| Walking, Fell walking, Rambling (no climbing and not above an altitude of 2,500 metres) |
| Wake boarding* |
| Water polo |
| Water skiing* |
| White/black water rafting Grades 1 to 4* (must be wearing a life-jacket and helmet) |
| Windsurfing |
| Yachting*, Crewing* (must be wearing a lifejacket and only in inland or coastal waters) |
| Zorbing*, Hydrozorbing* |

If you are undertaking a sport, or activity which is not listed above or in the **Excluded activities** list (see below) or **you** are in any doubt as to whether cover will apply, please call **our** Customer Services Team on 0333 014 2722.

Scuba diving conditions**

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

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

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

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

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

Excluded activities

This **policy** specifically excludes participating in or practising any of the following activities. You will not be covered under any section of this policy for any claim relating to an excluded activity.

Abseiling

American football

Animal conservation or game reserve work

Base jumping

Big game hunting

BMX stunt riding

Bouldering

Boxing

Bungee jumping

Canoeing/kayaking (white water)

Canyoning

Caving/pot holing

Coasteering

Charity fundraising walks or races

Cross-channel swimming

Cycle racing and time trialling

E-scooter riding (unless on a organised tour and wearing a helmet)

Free/high diving

Gliding

Hang gliding

Hiking, Trekking (above 2,500 metres altitude)

Horse jumping or hunting

Judo, Karate, Martial arts

Kite surfing

Lacrosse

Micro-lighting

Motorcycling on-road/as a mode of transport as a passenger or a rider (if the motorcycle or electric motorcycle is over 125cc/11kw)

Motorcycling off-road as a passenger or rider

Mountaineering

Organised competitive team sports

Parachuting

Parascending (over land)

Polo

Professional sport

Quad biking

Rock climbing

Rugby

Sailing (outside of coastal waters)

Scuba diving (below a depth of 30 metres)

Shark feeding /cage diving

Sky diving

Tombstoning

Track days using motorised vehicles (except

Go-karting)

Water ski jumping

Weightlifting

White/black water rafting Grades 5 and above)

Wrestling

Yachting, Crewing (outside of coastal waters)

Making a claim

If **you** have a medical emergency, need to cut short **your trip** or require the Personal Assistance Services while **you** are travelling, please call **The Assistance Team** on + 44 1403 470 544 or +1 833 716 7356 when calling from within the USA or Canada, or +00 1 819 481 1250 when calling from Mexico or from a mobile phone while in the USA or Canada. The Emergency Assistance Line is open 24 hours a day, 365 days a year.

Travel claims

If **you** need to make any kind of non-emergency claim, please call the Claims team on 01403 470 544, or +44 1403 470 544 if **you** are abroad. Alternatively **you** can visit ergotravelinsurance.co.uk/claims to download a claims form.

Please have **your** insurance **policy** number to hand, and have ready any documents **you** may have that could be relevant to **your** claim for cover as detailed under Sections 1 to 11 (for example Medical Certificates, travel tickets, boarding passes, letters from authorities/ **public transport** providers/airlines, depending on which section of cover **you** are claiming for).

If **you** do not have any documents with **you**, **your** claim might be delayed; please ask the operator for assistance. **You** may need to get additional information about **your** claim while **you** are away. **You** may also be asked to send us additional

information and documentation (**we** will give **you** advice if this becomes necessary). The nature of the documentation **we** need may include hotel bills, hospital bills, pharmacy receipts and/or taxi receipts and will depend on **your** individual circumstances and the type of claim **you** are making. Please read the General Conditions of this **policy** document and the relevant sections of your **policy** for more information.

All information, evidence, details of household insurance and Medical Certificates as required by **us** must be sent at **your** own expense. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also request, and will pay for, a postmortem examination in the event of **your** death.

You must retain any property which is damaged, and, if requested, send it to **us** at **your** own expense. If **we** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **our** property. **We** may also pursue any claim to recover any amount due from a **third party** in the name of anyone claiming under this policy. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills.

Claims Procedure for Section 8:

For Legal costs and expenses claims please contact DAS Legal Expenses Insurance Company Limited:

DAS Parc, Greenway Court

Bedwas

Caerphilly

CF83 8DW

Web: www.das.co.uk/claim

Or telephone: 0117 934 0548

Subrogation

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.

Fraud

You must not act in a fraudulent manner. **We** shall not pay a claim if **you** or anyone acting for **you**:

- Makes a claim under the **policy**, or makes a statement, or provides a supporting document in support of a claim, knowing the claim to be false, or fraudulently exaggerated in any respect; or

- Makes a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance. Then:
 - **We** shall not pay any claim which has been, or will be made under the **policy**.
 - **We** may at **our** option declare the **policy** void.
 - **We** shall be entitled to recover from **you** the amount of any claim already paid under the **policy**.
 - **We** shall not return any of the **premium** paid.
 - **We** may inform the Police of the circumstances.

Disclosure of Information

In the unfortunate event that **you** need to make a claim, **we** may need to disclose information to any other party involved in the claim. This may include:

- Third parties involved with the claim, their Insurer, solicitor or representative.
- Medical teams, the Police or other investigators.
- **Our** claims handlers or other agents involved in dealing with **your** claim.

Please Note

Should there be any contradiction between the General Conditions and the Specific **Policy** Conditions relating to each Section of Insurance, the Specific **Policy** Conditions shall take precedence over the General Conditions. The General Conditions set out the circumstances for which **you** can make a claim and the benefits **you** can expect if **you** make a claim. Any breach of the General Conditions may mean that **your** claim is invalidated.

EU Travel Regulations

Travel delays

This **policy** is not designed to cover costs which are met under the EC Regulation No. 261/2004. Under EC Regulation No. 261/2004, if **you** have a confirmed reservation on a flight, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of **your** flight) the airline must offer **you** meals, refreshments and hotel accommodation.

If the delay is more than 5 hours, the airline must offer to refund **your** ticket. The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU **carrier**. If **your** flight is delayed

or cancelled, **you** must in the first instance approach your airline and clarify with them what costs they will pay under the Regulation. If **you** would like to know more about **your** rights under this Regulation, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Claims for Personal Baggage

We will pay claims for **personal baggage** based on the value of the goods at the time **you** lost them, and not on a new for old or replacement cost basis. If **your personal baggage** is delayed, lost, stolen or damaged whilst in the care of **your** airline, **you** must in the first instance approach **your** airline and clarify with them what compensation they will pay. If **you** would like to know more about claiming directly from **your** airline, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

Complaints

We will do everything possible to ensure that **you** receive a high standard of service. If **you** are not satisfied with the service received:

Complaints related to **your policy**:

Please forward details of **your** complaint to:

Complaints Team,
Avanti Go,
Britannia House,
3-5 Rushmills Business Park,
Bedford Road,
Northampton
NN4 7YB
United Kingdom

Email: complaints@avantigo.com

Complaints related to **your** claim:

For all Sections except 8 – please forward details of **your** complaint to:

The Managing Director
ERGO Travel Insurance Services Limited.
Afon House,

Worthing Road,
Horsham,
West Sussex
RH12 1TL
United Kingdom

Email: contact@ergo-travel.co.uk

If you wish to complain under Section 8 Legal Costs and Expenses – please forward details of your complaint to:

The Managing Director
DAS Legal Expenses Insurance Company Limited.
DAS Parc,
Greenway Court
Bedwas
Caerphilly
CF83 8DW

Email: customerrelations@das.co.uk

Telephone: 0344 898 9013

Please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response. **We** will contact you as soon as possible after receiving **your** complaint to inform **you** of what action **we** are taking. **We** will arrange to issue a final response within 40 working days. If **you** are still not satisfied with the way in which **we** have handled the complaint then **you** may refer the matter to the Financial Ombudsman Service and have 6 months in which to do so:

The Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London
E14 9SR

Telephone: 0800 0234 567

If **you** refer a complaint to the Financial Ombudsman Service, **you** are not bound by their decision and **your** legal rights to take subsequent action against **us** are not affected.

Cancellation provisions

Your right to cancel the policy

You can cancel **your policy** by calling the Customer Service Team on 0333 014 2722.

Date of effect of cancellation made by you

If **you** ask **us** to cancel **your policy** in writing or by telephone, such cancellation shall take effect on the date the notice is received, or on the date specified in the notice, whichever is later.

You have the right to cancel **your policy** within

14 days of the date of issue or receipt of **your** documents, whichever is later. **We** will only refund to **you** any **premium you** have paid, if **you** have not travelled, not made a claim and do not intend to make a claim. If the notice of cancellation is received outside the 14 day cooling off period no premium will be refunded. Discretion may be exercised and a proportional refund issued in exceptional circumstances such as bereavement, or a change to the **policy** resulting in **us** declining to cover your medical conditions.

Cancellation by us

We may give **you** 14 days' notice of cancellation of this **policy** by a Recorded Delivery letter to **you** at **your** last known address. **We** will refund **you** the proportionate amount of **premium** left on **your policy**. If the insured person has passed away, the entitled **premium** refund will be paid to the estate. In all cases, if an incident has arisen during the period of cover which has or will give rise to a claim, then no refund will be made.

Effective time of expiry

This **policy** shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the period of cover for which the **premium** has been paid.

Data Protection Act 2018

Privacy Policy

How we use the information about you

As an insurer and data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. This will be **your** name, age, address, health information, travel dates, destination, and other information which is necessary for **us** to:

- meet our contractual obligations to **you**;
- issue and administer this insurance **policy** including payments and other transactions
- service **your policy** (including claims and assistance); and
- detect, investigate and prevent activities which may be illegal, or could result in **your policy** being cancelled, or voided.

We process the above data for the 'performance of contract', or 'legitimate interest', and **we** process information about **medical conditions**, or health on the basis of 'substantial public interest'.

We may share information with trusted third parties in order to administer **your policy**

and deal with any claims. These include Rock Insurance Services Limited, Eclipse Financial Management Limited, TICORP Ltd and Howserv Limited, Ergo Travel Insurance Services Limited, the insurers who underwrite this policy, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. **We** have strict contractual terms in place, including the model legal terms defined by the European Union to make sure that **your** information remains secure.

We will not share **your** information with anyone else unless **we** are required by our regulators, or other authorities.

Special Categories of Personal Data

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

How we store and protect information

Information collected by **us** is securely stored on servers located either in the United Kingdom, or European Union. **We** keep and process this information to meet our contractual, and regulatory obligations, or to deal with requests from other authorities. You have the right to request a copy of, or correct the information that **we** hold about **you**. If **you** would like a copy of the information **we** hold about **you** please contact **us** by email or letter as shown below:

Enquiries in relation to data held by Avanti Go should be directed to:

Data Protection Officer,
Avanti Go,
Britannia House,
3-5 Rushmills Business Park,
Bedford Road,
Northampton
NN4 7YB
United Kingdom
Email: dataprotectionofficer@avantigo.com

Those in relation to data held by ERGO Travel Insurance should be directed to:

Data Protection Officer,
ERGO Travel Insurance Services Limited,
Afon House,
Worthing Road,
Horsham,
West Sussex
RH12 1TL
United Kingdom
Email: dataprotectionofficer@ergo-travel.co.uk

Those in relation to data held by DAS should be directed to:

DAS Legal Expenses Insurance Company Limited.
DAS Parc, Greenway Court
Bedwas
Caerphilly
CF83 8DW
United Kingdom
Or via Email: dataprotection@das.co.uk

Compensation Scheme

Eclipse Financial Management Limited, Great Lakes Insurance UK Limited and DAS are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Terms of Business

Thank you for choosing Avanti Go. Please read this document, together with your Travel Insurance policy booklet, policy certificate and medical certificate as they form the basis of a contract between you, the policyholder, and Rock Insurance Services Limited (ROCK) – the administrator, Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited (DAS), the underwriters of Avanti Go Travel Insurance. This document contains important information, including the fees applied.

About Avanti Go

Avanti Go is a trading name of TICORP Ltd. TICORP Ltd is licensed and regulated by the Gibraltar Financial Services Commission number FSC1238B and trades into the UK on a freedom of services basis, Firm Reference Number 663617.

Avanti Go Travel Insurance is arranged and administered by ROCK Insurance Group. ROCK Insurance Group is a trading style of Rock Insurance Services Limited who is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 300317).

All sections of cover with exception of Section 8 are underwritten by of Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, EC3M 5BN, United Kingdom. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting, www.fca.org.uk/register.

Insurance claims (except Section 8 'Legal Costs and Expenses') are administered by Ergo Travel Insurance Services Ltd (on behalf of Great Lakes Insurance UK Limited) registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN, United Kingdom. Authorised and regulated by the Financial Conduct Authority, Firm Reference Number 805870.

Section 8 'Legal Costs and Expenses' is underwritten and administered by DAS Legal Expenses Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202106. Registered in England & Wales.

You can check this on the Financial Services Register by visiting; www.fca.org.uk/register.

Avanti Go only offers Travel Insurance arranged and administered by ROCK and underwritten by Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited (DAS).

About our service

Avanti Go acts as an Introducer of Insurance Business to ROCK. You will only be provided information by ROCK on the travel insurance products offered by Great Lakes Insurance UK

Limited and DAS Legal Expenses Insurance Company Limited (DAS) to allow you to make an informed buying decision. ROCK does not provide any advice or recommendations; ROCK will ask questions to provide a selection of relevant products, but it is up to you to make your own choice and select the product(s) that best meet your needs.

What you will have to pay for the services

ROCK will respond to any customer service issues you may have including queries, policy amendments, cancellation, complaints and renewals.

ROCK receives remuneration in addition to arranging the policy with Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited (DAS) on your behalf. You do not pay ROCK a fee for doing this. The premium you pay is comprised of three elements: the amount charged by Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited (DAS); a commission applied to ROCK; and Insurance Premium Tax. When collecting and refunding premiums, ROCK do so on behalf of Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited (DAS).

Avanti Go receives a commission from ROCK in relation to any travel insurance policy ROCK arranges for Avanti Go. The Avanti Go may also receive a share of the profit from these policies.

About the products

| Trip Cover | Optional Sections |
|------------------|-------------------|
| Travel Insurance | None |

Specific requirements when buying a Avanti Go Travel Insurance policy

- Avanti Go Travel Insurance meets the needs of those requiring insurance cover and associated services arising from taking a trip for leisure or business, based on the information supplied and the level of cover chosen by you.

Making changes to your Avanti Go Travel Insurance policy

- If you require to make any changes to your policy, which are not possible online, or you wish to complete any change over the phone, you will need to call the contact centre and charges will apply.

How your money will be held prior to

transmission to the Underwriter

- All money received by ROCK for insurance premiums is held on behalf of Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited (DAS) so that you have no risk in the event of ROCK’s insolvency. No interest will be paid to you.
- If payment is initially made to ROCK by debit or credit card, and you are due a refund, any refund will be made to the same card. If ROCK is unable to refund to the same card for any reason, an alternative refund method will be agreed.

Medical Emergency

When calling from **North America**
(The USA and Canada)

+1 833 716 7356

Call charges apply when calling from a mobile, toll free from a landline in the USA or Canada

When calling from **Mexico** or calling from a UK mobile phone while in **USA or Canada**

+00 1 819 481 1250

Calling from **UK and Rest of World**

+44 1403 470 544

Travel Claims – Non-emergency

01403 788 983

Customer Services

0333 014 2722



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