

Whatever your adventure...
Travel Insurance you can trust!

Travel Insurance Policy Wording

Annual multi-trip and single trip insurance

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Holiday & Travel Insure & Away Travel Insurance

Welcome to Holiday & Travel Insure & Away Travel Insurance arranged by Fogg Travel Insurance Services Ltd, underwritten by ETI - International Travel Protection, the **United Kingdom** branch of Europäische Reiseversicherung A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, (ETI) Companies House Registration FC 25660 and Branch Registration BR 007939. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and subject to limited regulation by the Financial Conduct Authority (FCA - www.fca.org.uk). Details of the extent of our regulation by the FCA are available on request. Our FCA registration number id 220041.

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

This **Policy** is a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **Us** is accurate and that **You** have not withheld any material facts. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information **about** Pre-existing medical conditions **relating to the health of the people travelling and others upon whose health the travel may depend is particularly important** as the Policy contains specific conditions and exclusions. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

The **Policy Wording**, together with **Your Policy Schedule** and any endorsements that apply sets out the insurance protection being provided in return for **Your** premium. It also tells **You** how to make a claim and how to contact **Us**. **You** must read all of these documents carefully. Please contact **Us** immediately if this insurance does not meet **Your** requirements.

Data protection - Information uses

In taking out this insurance **You** are agreeing that **You** understand and give explicit consent that the sensitive health and other information **You** provide about yourself and others in **Your** party will be used by ETI International Travel Protection, the UK Branch of Europäische Reiseversicherung A.G. (ETI), its associated companies, other insurers, regulators, industry bodies and agencies to process **Your** insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those with limited or no data protection laws.) **We** have, however taken steps to ensure that **Your** information is held securely.

Useful telephone numbers

Medical Screening Helpline	tel. 0845 230 2614
Emergency Assistance	tel. +44 (0)1273 624 661
Non Medical Claims	tel. +44 (0) 845 230 2614

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Summary of Cover – To be read in conjunction with Your Policy Schedule for Your applicable cover levels.

Section	Cover Limits	Basic: Sums Insured	Excess	Essential: Sums Insured	Excess	Premier: Sums Insured	Excess	Premier +: Sums Insured	Excess
1	Emergency medical and repatriation expenses	£5,000,000	£150	£5,000,000	£100	£10,000,000	£100	£10,000,000	£50
	- Hospital confinement benefit	N/A	N/A	£25 per 24hrs (max £100)	Nil	£25 per 24hrs (max £100)	Nil	£25 per 24hrs (max £100)	Nil
	- Additional transport and accommodation expenses in the United Kingdom	£2,000	Nil	£2,000	Nil	£2,000	Nil	£2,000	Nil
	- Emergency dental treatment	£200	Nil	£350	£100	£500	£100	£500	£50
2	Personal Accident								
	- Death (aged 18-64)/ Death (under 18 or over 64)	£5,000 / £1,000	Nil / Nil	£5,000 / £1,000	Nil / Nil	£5,000 / £1,000	Nil / Nil	£5,000 / £1,000	Nil / Nil
	- Permanent total disablement	£5,000	Nil	£10,000	Nil	£25,000	Nil	£30,000	Nil
	- Loss of limb(s) or sight or total and irrecoverable Loss of Sight in one or both eyes		Nil	£10,000	Nil	£25,000	Nil	£30,000	Nil
3	Withdrawal of services	N/A	N/A	£25 per 24hrs (max £500)	Nil	£25 per 24hrs (max £750)	Nil	£25 per 24hrs (max £750)	Nil
4	Provision of screened blood	£5,000	Nil	£5,000	Nil	£5,000	Nil	£5,000	Nil
5	Cancellation / Loss of Deposit	N/A	N/A	£1000	£100 / £20	£5,000	£100 / £20	£7,500	£50 / £20
6	Curtailement	N/A	N/A	£1000	£100	£5,000	£100	£7,500	£50
7	Travel delay and disruption	N/A	N/A						
	- Delay			£20 per 12hrs (max £150)	Nil	£20 per 12hrs (max £300)	Nil	£20 per 12hrs (max £400)	Nil
	- Abandonment after 24 hours			£1000	£100	£5,000	£100	£7,500	£50
	- Missed departure			£150	£100	£1,000	£75	£1,000	£50
8	Personal effects / possessions	N/A	N/A	£1000	£100	£2,000	£75	£2,500	£50
	- Single item limit	N/A	N/A	£150	£100	£200	£75	£200	£50
	- Spectacles or sunglasses	N/A	N/A	£75	£100	£75	£75	£75	£50
	- Valuables limit	N/A	N/A	£150 (under 18 £75)	£100	£200 (under 18 £75)	£75	£200 (under 18 £75)	£50
	- Personal money	N/A	N/A	£350	£100	£400	£75	£400	£50
	- Cash	N/A	N/A	£150 (under 18 £50)	£100	£200 (under 18 £50)	£75	£200 (under 18 £50)	£50
	- Loss of passport / travel documents	N/A	N/A	£200 (under 18 £100)	Nil	£200 (under 18 £100)	Nil	£200 (under 18 £100)	Nil
9	Luggage delay	N/A	N/A	N/A	N/A	£50 per 24hrs (max £150)	Nil	£50 per 24hrs (max £200)	Nil
10	Personal liability								
	- Property damage	£25,000	Nil	£25,000	Nil	£25,000	Nil	£25,000	Nil
	- Bodily injury	£1,000,000	Nil	£1,000,000	Nil	£2,000,000	Nil	£2,000,000	Nil
11	Hijack, kidnap and mugging	N/A	N/A	N/A	N/A	£50 per 24hrs (max £500)	Nil	£50 per 24hrs (max £500)	Nil
12	Catastrophe	N/A	N/A	N/A	N/A	£1,500	Nil	£1,500	Nil
13	Legal costs and expenses	£15,000	£125	£15,000	£100	£50,000	£75	£50,000	£50
14	Ski Equipment winter sports premium applicable	N/A	N/A						
	- Single item limit – Owned			£350	£100	£1,000	£75	£1,000	£50
	- Single item limit – Hired			£350	£100	£1,000	£75	£1,000	£50
	- Ski Hire			£200	£100	£500	£75	£500	£50
				£20 per 24hrs (max £200)	Nil	£20 per 24hrs (max £300)	Nil	£20 per 24hrs (max £300)	Nil
15	Ski Pass	N/A	N/A	£75 per 24hrs (max £300)	£100	£75 per 24hrs (max £450)	£75	£75 per 24hrs (max £450)	£50
16	Piste Closure	N/A	N/A	£20 per 24hrs (max £200)	Nil	£20 per 24hrs (max £300)	Nil	£20 per 24hrs (max £300)	Nil
17	Avalanche Closure	N/A	N/A	£20 per 24 hrs (max £200)	Nil	£20 per 24hrs (max £300)	Nil	£20 per 24hrs (max £300)	Nil
18	Golf Optional cover	N/A	N/A						
	- Loss of golf equipment			£1,000	£95	£1,500	£75	£1,500	£50
	- Hire of golf equipment			£500	£95	£500	£75	£500	£50
	- Loss of green fees			£20 per 24hrs (max £100)	Nil	£25 per 24hrs (max £150)	Nil	£25 per 24hrs (max £150)	Nil
- Hole in one	£100	£95	£100	£75	£100	£75	£100	£50	
19	Gadget Extension Cover	N/A	N/A						
	- 1 item			£500	£75	£500	£75	£500	£50
	- 2 items			£1000	£75	£1,000	£75	£1,000	£50
20	Travel Disruption Extension Cover	N/A	N/A						
	- Delay			£20 per 12hrs (max £300)	Nil	£20 per 12hrs (max £300)	Nil	£20 per 12hrs (max £300)	Nil
	- Abandonment after 24 hours			£750	£100	£5,000	£100	£8,000	£50
	- Missed Departure			£300	£100	£1,000	£100	£1,000	£50

Important notes

We wish to bring to **You** attention some of the important features of **Your** travel insurance **Policy**. All the words and phrases in bold have special meanings and are defined under Words with Special Meanings (see page 8).

Complaints

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

Conditions and Exclusions

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

Cooling Off Period

If this **Policy** does not meet **Your** requirements **You** may cancel it within 14 days of issue and provided that **You** have not started a trip or made or intend to make a claim, **We** will cancel the **Policy** and refund **Your** premium in full.

Cruises

The **Policy** will not cover **You** for trips on Cruise- ships.

Cyber-terrorism

The **Policy** will not cover **You** for the consequences of Cyber-terrorism.

Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

Governing Law

The law applicable to where **You** reside in the **United Kingdom** governs **Your Policy**. This **Policy** is only available to **United Kingdom** residents.

Hazardous Activities and Sports

The **Policy** will not automatically cover **You** when **You** take part in **Hazardous Activities and Sports**. (Please see pages 29 -33 for information about which leisure activities are covered and which are excluded **Hazardous Activities and Sports** and the terms and conditions relating to these leisure activities.)

Health

It is important to read the following sections of this **Policy Wording** - Pre-existing Medical Conditions, Automatically Accepted Minor Conditions, Changes in Health after issue of the **Policy**.

Policy Schedule

The **Policy Schedule** shows important details including **Your** Cover levels, any additional cover options and applicable excesses, premium amount and details of the **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

Policy Wording / Policy

The **Policy Wording** and the **Policy Schedule** contain full details of the cover provided plus the conditions and exclusions that apply. **You** must read the insurance **Policy** and the **Policy Schedule** carefully.

Medical Expenses

The **Policy** does not provide private healthcare unless specifically approved by **Our Assistance Company**.

Personal Effects Claims

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

Policy Excesses

Claims under most sections of the **Policy** will be subject to **Policy Excess**. Where there is a **Policy Excess** **You** will be responsible for paying the first part of that claim.

Policy Limits

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

Policy Renewal

(Applicable to Annual multi trip policies only)

We will send **You** a Renewal Notice approximately one month prior to the expiry of the current **Period of Cover**.

Reasonable Care

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

Summary of Cover

The Cover limits and applicable excesses for the level of cover **You** have chosen to purchase are detailed in this policy wording, and on **Your Policy Schedule**. **Your Policy Schedule** should be read in conjunction with this **Policy**. Please keep **Your Policy Schedule** with this **Policy Wording**.

Volcanic Ash / Civil Unrest

The **Policy** will not cover **You** if **Your** flight is delayed or cancelled due to atmospheric volcanic ash or **Civil Unrest** unless **You** have paid the appropriate premium and **Travel Delay and Disruption** cover is shown on **Your Policy Schedule**. Please refer to Section 20 of this **Policy Wording**.

Pre-existing medical conditions

It is very important that **You** read and understand the following exclusions as they affect all **Insured Persons** and the cover provided by this **Policy**.

A. This Policy does not cover any claim unless declared to Us and We agree in writing to extend cover:

1. Arising from an Insured Person's known, diagnosed and suffered **Pre-existing medical conditions** which could reasonably be expected to give rise to a claim.
1. Directly or indirectly resulting from an Insured Person suffering from or having been treated for or diagnosed with any of the following medical conditions before the **Insured Journey**:
 - a. a cardiovascular or heart related condition (heart attack, angina, chest pain, hypertension and the like)
 - b. a lung or respiratory related condition (not including asthma, when it is controlled and **You** have no other medical condition)
 - c. a circulatory or renal condition, diabetes or cancer whether in remission or not
 - d. a stroke, brain stroke or TIA (transient ischemic attack) or other cerebrovascular condition
 - e. a psychological or psychiatric condition such as stress, anxiety, depression, dementia, malaise, fatigue (burn out syndrome)
 - f. a terminal condition.
3. Arising from any **Pre-existing Medical conditions** prior to purchasing this policy for which an **Insured Person** has been treated or;
 - a. is taking or has been told to take regular prescribed medication
 - b. is taking prescribed medication for chronic and/or recurring conditions
 - c. has required an organ transplant or required dialysis
 - d. is receiving or on a waiting list for in- patient hospital treatment
 - e. should have sought medical advice before beginning the trip or is travelling against the advice of a **Medical Practitioner**
 - f. was under investigation when the **Policy**
 - g. was issued or the trip was booked knows will require medical treatment during the trip or where **You** are travelling specifically to get medical treatment abroad.

B. This Policy does not cover any claim arising from a medical condition of someone You were going to stay with, a Relative, a Close Business Associate, a travelling companion or anyone on whose health Your trip may depend if You were aware of the medical condition at the time Your Policy was issued or Your trip was booked.

You can declare a **Pre-existing medical condition** prior to purchase of Your policy via the web site www.insureandaway.co.uk or by contacting **Foggs Medical Screening Helpline** during normal office hours, Monday to Friday, 09.00-17.00

tel. +44 (0) 845 230 2614

We will advise **You** if cover can be extended to include the **Pre-existing medical condition** and if so at what terms. Cover will not be in force for that condition unless **You** receive confirmation in writing from **Us** including via the web site and any additional premium has been paid.

Automatically Accepted Minor Conditions

However, if **You** have a condition that falls within the above criteria but that condition is shown as an **Automatically Accepted Minor Condition** in the list below, it will be covered under the **Policy** without the need to contact **us** and without any additional charge provided that **you** meet the terms of the following warranty:

Warranty

- **You** do not suffer from more than 5 of these condition(s)
- **You** are not awaiting surgery for the condition(s)
- **You** have been fully discharged from any post- operative follow-up(s)
- **You** have not changed or increased any medication(s) in the last 3 months
- **You** meet the criteria stated next to the condition

Covered as standard provided that **You** suffer from no more than 5 of these conditions and that **You** can meet the Warranty above.

A.

Abnormal Smear Test, Achilles Tendon Injury, Acne, Acronyx (Ingrowing Toe-nail), Adenoids, Allergic Rhinitis, Alopecia, Anal Fissure/Fistula, Appendectomy, Astigmatism, Athlete's Foot (Tinea Pedis), Attention Deficit Hyperactivity Disorder.

B.

Bell's Palsy (Facial Paralysis), Benign Prostatic Enlargement, Bladder Infection (no ongoing treatment, no hospital admissions), Blepharitis, Blindness, Blocked Tear Ducts, Breast Fibroadenoma, Breast Cyst(s), Breast Enlargement/Reduction, Broken Bones (other than head or spine) – (no longer in plaster), Bunion (Hallux Valgus), Bursitis.

C.

Caesarian Section, Candidiasis (oral or vaginal), Carpal Tunnel Syndrome, Cartilage Injury, Cataracts, Cervical Erosion, Cervicitis, Chalazion, Chicken Pox (fully resolved), Cholecystectomy, Chronic fatigue syndrome (if only symptom is fatigue and no hospital admissions), Coeliac Disease, Cold Sore (Herpes Simplex), Common Cold(s), Conjunctivitis, Constipation, Corneal Graft, Cosmetic Surgery, Cyst Breast, Cyst Testicular, Cystitis (no ongoing treatment, no hospital admissions), Cystocele (fully recovered, no hospital admissions).

D.

D & C, Deaf Mutism, Deafness, Dental Surgery, Dermatitis (no hospital admissions or consultations), Deviated Nasal Septum, Diarrhoea and/or Vomiting (resolved), Dilatation and Curettage, Dislocations (no joint replacement or hospital admissions), Dry Eye Syndrome, Dyspepsia.

E.

Ear Infections (resolved must be all clear prior to travel if flying), Eczema (no hospital admissions or consultations), Endocervical Polyp, Endocervicitis, Endometrial Polyp, Epididymitis, Epiphora (Watery Eye), Epispadias, Epistaxis (Nosebleed), Erythema Nodosum, Essential Tremor.

F.

Facial Neuritis (Trigeminal Neuralgia), Facial Paralysis (Bell's Palsy), Femoral Hernia, Fibroadenoma, Fibroid Uterine, Fibromyalgia, Fibromyositis, Fibrositis, Frozen Shoulder.

G.

Gall Bladder Removal, Ganglion, Glandular Fever (full recovery made), Glaucoma, Glue Ear (resolved must be all clear prior to travel if flying), Goitre, Gout, Grave's Disease, Grommet(s) inserted (Glue Ear), Gynaecomastia.

H.

Haematoma (external), Haemorrhoidectomy, Haemorrhoids (Piles), Hallux Valgus (Bunion), Hammer Toe, Hay Fever, Hernia (not Hiatus), Herpes Simplex (Cold Sore), Herpes Zoster (Shingles), Hip Replacement (no subsequent arthritis and never any dislocation of a joint replacement), Hives (Nettle Rash), Housemaid's Knee (Bursitis), HRT (Hormone Replacement Therapy), Hyperthyroidism (Overactive Thyroid), Hypospadias, Hypothyroidism (Underactive Thyroid), Hysterectomy (provided no malignancy)

I.

Impetigo, Indigestion, Influenza (full recovery made), Ingrowing Toe-nail (Acronyx), Inguinal Hernia, Insomnia, Intercostal Neuralgia (no admissions), Intertrigo, Irritable Bowel Syndrome (IBS) (provided definite diagnosis made and no ongoing investigations).

K.

Keinboeck's Disease, Keratoconus, Knee Injury Collateral/cruciate ligaments, Knee Replacement (no subsequent arthritis and never any dislocation of a joint replacement), Kohlers Disease.

L.

Labyrinthitis, Laryngitis, Learning Difficulties, Leptothrix, Leucoderma, Lichen Planus, Ligaments (injury), Lipoma.

M.

Macular Degeneration, Mastitis, Mastoidectomy (resolved must be all clear prior to travel if flying), Menopause, Menorrhagia, Migraine (provided definite diagnosis made and no ongoing investigations), Miscarriage, Mole(s), Molluscum Contagiosum, Myalgic Encephalomyelitis (ME) (if the only symptom is fatigue and no hospital admissions), Myxoedema.

N.

Nasal Infection, Nasal Polyp(s), Nettle Rash (Hives), Neuralgia (no hospital admissions), Nosebleed(s), Nystagmus.

O.

Osgood-schlatter's Disease, Osteochondritis, Otosclerosis, Overactive Thyroid.

P.

Parametritis, Pediculosis, Pelvic Inflammatory Disease, Photodermatitis, Piles, Pityriasis Rosea, Post Viral Fatigue Syndrome (if the only symptom is fatigue and no hospital admissions), Pregnancy (provided no complications), Prickly Heat, Prolapsed Uterus (womb), Pruritis, Psoriasis (no hospital admissions or consultations).

R.

Repetitive Strain Injury, Retinitis Pigmentosa, Rhinitis (Allergic), Rosacea, Ruptured Tendons.

S.

Salpingo-oophoritis, Scabies, Scalp Ringworm (Tinea Capitis), Scheuermann's Disease (provided no respiratory issues), Sebaceous Cyst, Shingles (Herpes Zoster), Sinusitis, Skin Ringworm (Tinea Corporis), Sleep Apnoea (no machine used to assist breathing), Sore Throat, Sprains, Stigmatisms, Stomach Bug (resolved), Strabismus (Squint), Stress Incontinence (no urinary infections).

T.

Talipes (Club Foot), Tendon Injury, Tennis Elbow, Tenosynovitis, Termination of Pregnancy, Testicles Epididymitis, Testicles Hydrocele, Testicles Varicocele, Testicular Cyst, Testicular Torsion (Twisted Testicle), Throat Infection(s), Thrush, Thyroid Overactive, Thyroid Deficiency, Tinea Capitis (Scalp Ringworm), Tinea Corporis (Skin Ringworm), Tinea Pedis (Athlete's Foot), Tinnitus, Tonsillitis, Tooth Extraction, Toothache, Torn Ligament, Torticollis (Wry Neck), Trichomycosis, Trigeminal Neuralgia, Turner's Syndrome, Twisted Testicle.

U.

Umbilical Hernia, Underactive Thyroid, Undescended Testicle, Urethritis (fully recovered, no hospital admissions), URTI (Upper Respiratory Tract infection) (resolved, no further treatment), Urticaria, Uterine Polyp(s), Uterine Prolapse.

V.

Varicocele, Varicose Veins - legs only, never any ulcers or cellulitis (if GP has confirmed that client is fit to travel), Vasectomy, Verruca, Vitiligo.

W.

Warts (benign, non-genital), Womb Prolapse (uterus), Wry Neck (Torticollis).

In addition to any medical condition on our Automatically Accepted Minor Conditions list above, You may be automatically accepted for cover, provided You do NOT have more than ONE of the following medical conditions and You meet the conditions listed below each and you must NOT have ANY other Pre-existing Medical Condition:

Arthritis

(Juvenile, Osteoarthritis, Rheumatoid or Psoriatic Arthritis, Reiter's Syndrome, Rheumatism):

- **You** must NOT have been admitted to hospital within the last 12 months.
- **Your** condition must NOT affect the back more than any other area of the body.
- **You** must NOT be taking more than 2 prescribed medications.
- **You** must use NO mobility aids (other than walking stick or frame).
- **You** must have suffered NO dislocations of any replacement joints.
- **You** must NOT be awaiting surgery.
- **You** must have NO lung problems/respiratory disorders.

Asthma

(Wheezing):

- **You** must have had NO hospital admissions for Asthma EVER.
- **You** must have been diagnosed prior to age 50.
- **Your** Asthma must be controlled with no more than 2 medications (NO nebuliser, NO home oxygen).
- **You** must have been a non-smoker for at least the last 12 months.
- **You** must always be able to walk 200 yards on the flat without becoming short of breath.

Diabetes Mellitus

(Sugar Diabetes):

- **You** must suffer from Type 2 (Non-Insulin- Dependent Diabetes Mellitus) only.
- **Your** diabetes must be controlled by diet alone or by no more than 1 prescribed medication (no Insulin).
- **You** must NOT have been admitted to hospital for, or suffered from, diabetic complications EVER.
- **You** must have been a non-smoker for at least the last 12 months.

Hypercholesterolaemia

(High/Raised Cholesterol):

- **You** must be taking no more than 1 prescribed medication.
- **You** must NOT suffer from the inherited (genetic) form of the condition.
- **You** must have been a non-smoker for at least the last 12 months.

Hypertension

(High Blood Pressure, White Coat Syndrome):

- **You** must be taking no more than 2 prescribed medications.
- **You** must have had no change in treatment within the last 6 months.
- **You** must have been a non-smoker for at least the last 12 months.

Hypotension

(Low Blood Pressure):

- **Your** Hypotension Must NOT be associated with any underlying condition.

Osteoporosis

(Osteopaenia, Fragile Bones):

- **You** must have had NO broken bones within the last 5 years.
- **You** must have had NO vertebral (backbone) fractures EVER.

Changes in health after issue of the Policy

You must tell **Us** if **Your** state of health, or that of anyone on whose health **Your** trip may depend, changes before **You** start an **Insured Journey**, i.e. if **You** or they develop a new condition or an existing condition worsens. If **You** do not tell **Us** about a change in **Your** or their medical condition **We** have the right to amend, restrict or cancel **Your** cover under this **Policy**.

Please contact Foggs Medical Screening Helpline during normal office hours, Monday to Friday, 09.00-17.00.

tel. +44 (0) 845 230 2614

Words with special meanings

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

Assistance Company and Helpline

ETI's Assistance Company's telephone line for the purpose of dealing with emergency assistance.

Automatically accepted minor condition

those medical conditions, as listed above, which are covered by this **Policy** without the need to contact our Medical Screening Helpline, subject to the warranties.

Bodily Injury

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

Business travel

any business trip undertaken in relation to **Your** employment or usual occupation.

Cash

valid coins, bank and currency notes.

Catastrophe

avalanche, landslide, explosion, earthquake, fire, flood, hurricane, lightning, medical epidemic, storm, tempest, tsunami or volcanic activity.

Civil Unrest

Civil Unrest, commotion, disturbance or demonstration.

Close Business Associate

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

Curtailment

returning to **Your** home or place of business in the **United Kingdom** before the trip's scheduled return date.

Cyber-terrorism

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

Europe

all countries in mainland Europe West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire.

Family and Couples

the insured and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 23 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.

Gadget

any of the following listed items owned by You and for which You are able to provide **Us** with the relevant proof of purchase; MP3 Players, MP4 Players, iPods, Smart Phones, DVD Players, iPads, Games Consoles, Digital Cameras, Video Cameras, Mobile Phones, PDAs, Laptops, Bluetooth Headsets, Satellite Navigation Devices, GPS Mobile Handsets, E-Readers, Camera Lenses, In-Car Computers, Head / Ear Phones, Tablets.

Hazardous Activities and Sports

any pursuit or activity where it is recognised that there is an increased risk of serious injury or which can be reasonably expected to aggravate any existing disability or infirmity. (See pages 33-34 for a list of Excluded **Hazardous Activities and Sports**.)

Hijack

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

Illness

a sudden and unexpected deterioration in health not caused by **Bodily Injury**.

Insurance Event

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

Insured Journey

a **Leisure Trip** not exceeding the maximum number of days for which **You** have paid premium and which is shown on **Your Policy Schedule**, commenced and ended during the **Period of Cover** from or within the **United Kingdom** and which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence.

For an annual **Policy** a journey that is commenced within the **Period of Cover** is only covered until the end of the **Period of Cover** unless the **Policy** is renewed prior to expiry.

Insured/Insured Person/ You/Your

any person named on the **Policy Schedule** who is eligible to be insured and for whom premium has been paid.

Insurer/ETI/We/Us/Our

other than where exceptionally defined elsewhere in the **Policy**, Holiday & Travel Insure & Away arranged by Fogg Travel Insurance Services Ltd, ETI- International Travel Protection, Albany House, 14 Bishopric, Horsham RH12 1QN, the United Kingdom branch of Europäische Reiseversicherung A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and subject to limited regulation by the Financial Conduct Authority (FCA - www.fca.org.uk) to undertake insurance business in the United Kingdom.

Kidnap

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

Leisure Trip

a journey solely for holiday or leisure purposes.

Medical Practitioner

a qualified medical physician, not being an **Insured Person** or a **Relative** of the **Insured Person**.

Mugging

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

Nuclear, Chemical or Biological Terrorism Act

the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause **Illness** and/or death in humans, animals or plants.

Period of Cover

the period to which the **Policy** applies, as indicated by the **Period of Cover** on **Your Policy Schedule**.

Permanent Total Disablement

disablement resulting in an **Insured Person's** permanent and absolute inability to attend to any profession, business or gainful occupation of any kind.

Personal Effects

baggage, clothing, other articles normally worn used or carried by **You**, suitcases and other containers taken on, or acquired during, a trip by an **Insured Person** (but excluding **Personal Money**) and which are owned by **You** including **Valuables** and gifts purchased outside the **United Kingdom**.

Personal Money

cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **Insured Person**.

Policy Excess

the amount of money that will be deducted by **Us** from a claims settlement under certain sections of the **Policy**. The amount of **Excess** per **Policy** section is shown in the **Summary of Cover**. If **You** use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no **Policy Excess** will apply under Section 1, Cover A : Emergency medical and repatriation expenses.

Policy Schedule

the document which gives details of the **Policyholder, Insured Person(s)**, level of cover, and applicable limits, **Period of Cover**, premium payable, any additional cover options and applicable excesses, endorsements applicable and the geographical area in which cover is provided by this **Policy**.

Pre-existing medical condition

any past, current or recurring medical condition which has been diagnosed, investigated or treated at any time prior to travel, even if this condition is considered to be stable and under control.

Private Accommodation

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

Policyholder

the person who purchased this **Policy**.

Relative

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

Single Item Limit

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

Sports Equipment

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

Strike or Industrial Action

any form of **Industrial Action** taken by workers, which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

Terrorism

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

United Kingdom

England, Scotland, Wales 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 video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to iPods, iPads, Kindles and the like and associated software.

War Risks and Civil Hazards

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

Withdrawal of Services

the failure of all water, gas or electricity supply or withdrawal of services such that no room-cleaning is provided or no food is served in **Your** hotel or accommodation, where such supplies and services are part of **Your** prepaid package.

Policy Information

Data Protection Act

Any information provided to **Us** regarding **You** and/or **Insured Persons** will be processed in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, medical screening and handling claims, if any, which may necessitate providing such information to third parties. (See Important Information)

Policy Wording

The **Policy Wording** tells **You** exactly what is and is not covered, how to make a claim and other important information.

Policy Schedule

The **Policy Schedule** shows important details including the level of cover and applicable limits **You** have chosen to purchase, **Your** premium amount and details of **Insured Person(s)** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

Reciprocal health agreements

If **You** are travelling to a European Union country **You** are strongly advised to obtain a European Health Insurance Card online or from **Your** local post office. This will entitle **You** to benefit from the reciprocal health agreements, which exist between EU countries. Should **You** require medical treatment in Australasia please note that reciprocal arrangements may apply.

Your application and the principle of good faith

as the insured, **You** should bear in mind that good faith is a very important principle in insurance. **We** will rely on the information that **You** provided when taking out the insurance. If the information submitted by **You** is materially incorrect or incomplete, **We** may have the right to declare **Your Policy** void. A material fact is a fact likely to influence **Us** in the acceptance or the assessment of the insurance e.g. a Medical Conditions existing prior to purchasing this policy. If **You** are in any doubt as to whether a fact is material then, for **Your** own protection, **You** should declare it. If **You** are aware (when buying the insurance) of any circumstances that are likely to cause Cancellation or Curtailment of any pre-booked trip **You** must tell **Us**. **You** should, therefore, take utmost care to ensure not only that the information provided to **Us** is complete and accurate, but also that neither **You** nor any of the **insured persons** have withheld any fact which may have some effect upon the terms and operation of this **Policy**.

General policy conditions

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

Age limitation

Cover does not extend to any person aged 85 or over in respect of Single Trip policies or 79 or over in respect of Annual Multi-trip policies at the commencement of the **Period of Cover**.

Cancelling the policy

You may cancel this **Policy** within 14 days of its issue (provided **You** have not commenced the trip) and, subject to **You** not having or intending to make a claim, a full refund of premium will be made. If **You** choose to cancel and a claim has been made or the trip has commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Period of Cover** will be refunded pro rata.

Commencement of cover

Cover for cancellation commences for Single Trip policies on the 'issue date' and for Annual Multi-trip policies the "start date" date shown on **Your Policy Schedule** or from the date the trip is booked (whichever is later) and terminates on commencement of the trip. In respect of all other cover in the **Policy**, cover commences from the effective date when **You** leave **Your** usual place of residence to commence the trip, and continues until the time of **Your** return to **Your** usual place of residence or business on completion of the trip or expiry of the **Period of Cover** (whichever is the earlier).

Maximum duration

For Single trip policies the maximum duration of cover available is 92 days. For Annual multi- trip policies the maximum duration of any one trip is 31 days.

Medical examination

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

Pre-existing medical conditions

This **Policy** does not cater for any pre-existing medical conditions diagnosed, investigated or treated prior to the trip unless declared to **Us** and **We** agree in writing to extend cover, other than **Automatically Accepted Minor Conditions**.

Taking care

You must take all reasonable steps to avoid anything which may result in a claim under this **Policy**, which may increase the liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense.

Third party contracts act

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

Transferring Your interest in the policy

You cannot transfer **Your** interest in this **Policy** to anyone else.

War Risks and Civil Hazards

The **Policy** covers **You** provided **You** are not in Active Service/Taking Part (see General Policy Exclusions below) and

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

General Policy Exclusions

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

This policy does not cover

Active Service/Taking part

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

Aviation

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

Business Cover

no cover available under Annual Policies unless the appropriate premium has been paid and endorsed on **your Policy Schedule**.

Criminal acts

any criminal act deliberately or intentionally committed by an **Insured Person**.

Cruises

Cyber-terrorism

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

Default

the negligence, error or omission of

- the **Insured Person**; or
- any provider of transport or accommodation; or
- any agent or online booking service through whom travel arrangements were made; or
- any Close Business Associate; or
- any Relative

Depreciation

depreciation, wear and tear and currency exchange losses.

Disinclination

unwillingness or refusal to travel.

Loss(es)

We will not pay for any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this Policy.

Manual work

any manual work undertaken during **Your** trip.

Mental Illness

incidents arising out of psychological or psychiatric disorder or whilst suffering from any condition of anxiety stress or depression diagnosed prior to a trip.

Prior to purchasing this policy

this **Policy** does not cover **You** for any medical conditions diagnosed, treated or investigated prior to **Your** travel unless declared to Us and We agree in writing to extend cover.

Pressure waves

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

Radiation and explosives

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

Rescue

air and/or sea search and rescue.

Self-Injury

self-injury, suicide, attempted suicide, injury from deliberate or self exposure to needless peril (except during the attempt to save human life), the influence of intoxicating liquor or of a drug or drugs, other than those medically prescribed (but excluding those prescribed for drug addiction), or substance or solvents abuse or venereal disease.

Terrorism

- when the incident is covered by government or public authority compensation
- leading to a Cancellation and **Curtailed** due to fear of travelling or any cancellation if the public means of transport is not departing to the destination as a consequence of the act of **Terrorism** or fear of **Terrorism**
- in the form of a nuclear, chemical or biological **Terrorism** act
- in areas which are regarded by **Us** as **War Risks and Civil Hazards** areas and/or in areas in which **You** are travelling

Volcanic Ash

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

War Risks and Civil Hazards

You travelling to or through a country or territory against the advice of the Foreign and Commonwealth Office.
See - www.fco.gov.uk

Claims Conditions

Fraud

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

Making a claim

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

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

Please call Our Assistance Company

tel. +44 (0)1273 624 661

at any time of the day or night

1. Please call **ETI's Assistance Company** as soon as possible for cases involving hospitalisation or if **You** need a medical referral.
2. If **You** are admitted as an in-patient **You** must notify **ETI's Assistance Company** immediately and obtain authorisation prior to incurring any costs. If this is not possible because of the seriousness of the condition, **You** must contact **ETI's Assistance Company** as soon as possible after admission.
3. **You** must obtain authorisation from **ETI's Assistance Company** before making any repatriation or evacuation arrangements.
4. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.

For travel delay and disruption claims

1. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for compensation **You** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights". If **You** fail to do so **Your** claim may be denied.
2. To make a claim under the **Policy**, **You** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
3. Download a claims form from **Our** website www.foggtravelinsurance.com on **Your** return.

For Personal Effects claims

1. For all loss or damage in transit claims, including delayed **Personal Effects** report them to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. In the event of baggage delay, retain receipts for the purchase of essential replacement items.
4. **You** must report all theft or losses to the police within 48 hours of discovery and obtain a written police report.
5. Download a claims form from **Our** website www.foggtravelinsurance.com or from ETI Claims Service on **Your** return.
6. **You** must retain and produce at **Your** own expense all receipts, reports and documentary evidence required by **Us** to support **Your** claim.

For Legal Costs and Expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.

DAS House, Quay Side, Temple Back, Bristol BS1 6NH
tel. +44 (0)117 934 0548
fax. +44 (0)117 934 2109
email newclaims@das.co.uk

Claims should be notified as soon as possible but no later than 30 days of **You** becoming aware of the **Insurance Event**.

For all other claims

Please download a claims form via www.foggtravelinsurance.com or contact Fogg Claims weekdays between 9.00am and 5.00pm
Fogg Travel Insurance Services,
Crow Hill Drive, Mansfield, Notts NG19 7AE
tel. +44 (0)845 230 2614
email claims@foggtravelinsurance.com

Claims should be notified as soon as possible but no later than 30 days after the **Insurance Event**.

No interest

No interest shall be added to any claims payments.

Other insurance

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

Rights and responsibilities

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

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

Complaints procedure

We aim to provide the highest service standards at all times, however, if for any reason **You** are not satisfied, **We** would like to hear from **You**. The procedure below has been put in place to ensure that **Your** concerns are dealt with promptly and fairly. Please remember to quote **Your** name as shown on **Your Policy Schedule** and the **Policy** number and, if **Your** complaint is about a claim, the claim number in all correspondence and telephone calls.

In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

Fogg Travel Insurance Services Ltd
Crow Hill Drive, Mansfield, Notts NG19 7AE

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

Section 13 - Legal Costs and Expenses, please forward details of **Your** complaint to:

The Managing Director
DAS Legal Expenses Insurance Company Ltd.,
DAS House, Quay Side Temple Back, Bristol BS1 6NH.

If a complaint still cannot be resolved to **Your** satisfaction, **You** have the right to refer to:

The Financial Ombudsman Service (FOS),
South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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

Section 1 - Emergency medical and repatriation expenses

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual **Bodily Injury** or suffers **Illness** outside the **United Kingdom** (unless specifically covered below), **We** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in **Summary of Cover** on page 4, which are necessarily incurred in respect of the following:

A. Emergency medical and repatriation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges, nursing home and additional accommodation during recuperation.
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

Exclusions applying to Section 1

A. What is not covered

1. Admission to a private hospital/clinic unless approved by **ETI's Assistance Company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/ or supply.
5. Any claims for costs related to Pregnancy or Childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy or Childbirth.
6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the trip.
8. Costs of health or medical treatment provided in the **United Kingdom**.
9. Costs of non-essential or ongoing treatment or where treatment can be reasonably delayed until **Your** return to the **United Kingdom**.
10. Costs of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet use.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious material.
15. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **You** have used the European Health Insurance Card to reduce the claim, where no **Policy Excess** applies. Please refer to the **Summary of Cover**.

B. Hospital Confinement Benefit

Cover as specified in the **Summary of Cover** is provided for each 24-hour period that **You** are admitted to a hospital as an inpatient or held in compulsory quarantine outside the **United Kingdom**.

C. As a result of Your hospitalisation, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort You or similar expenses for a travel companion staying with You.

1. Reasonable transport and accommodation expenses (room only) of one **Relative** or friend required on medical advice and authorised by **ETI's Assistance Company** to travel to **You** and/or remain with **You**.
2. **Our** travel insurance for a person summoned or a travel companion staying with **You**.
3. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address.

- Reasonable additional accommodation expenses (room only) incurred by **You** beyond the number of days pre-booked in the event of serious injury or **Illness** for which a claim is admitted under Section A above.
- Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

C. What is not covered

- An escort may not be summoned and covered under this **Policy** if **You** are to be repatriated or released from the hospital/clinic within three days unless **You** are less than 18 years of age.
- Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
- Policy Excess** applies. Please refer to the **Summary of Cover**.

Emergency repatriation or evacuation of the Insured Person as a consequence of Illness or Bodily Injury.

- Costs of **Your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
- The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **you** home.
- Repatriation of accompanying **Family and Couple** members where an **Insured Person** has been hospitalised or has died.
- Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

D. What is not covered

- Any costs of repatriation or evacuation as a result of **Your** taking part in any excluded **Hazardous Activities and Sports** including dangerous expeditions or from an area which is considered by **Us** to be a **War Risk or Civil Hazard** area.
- Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

E. Funeral expenses and body repatriation

- Cost of returning **Your** body or ashes to **Your** home address and/or the cost of cremation or burial in the country where death occurs.
- Return travel and reasonable accommodation (room only) expenses for one **Relative** to travel out and accompany the remains.
- Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

E. What is not covered

- Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

Additional conditions applying to Section 1

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

Section 2 - Personal Accident

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in the **Summary of Cover**, who sustains **Bodily Injury** as a sole and direct result of an accident during the trip giving rise to

A. Death occurring within 12 months of the accident

- Persons aged 18 to 64 years: 100% of the sum insured.
- Persons aged under 18: £1,000 (Essential & Premier cover)

B. Disablement resulting in Your permanent and absolute inability to attend to a profession, business or gainful occupation of any kind

- Persons aged up to 64 years: 100% of the sum insured.
- Persons aged under 65 and over: no cover

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

- Persons aged up to 64 years: 100% of the sum insured.
- Persons aged 65 and over: no cover

Additional conditions applying to Section 2

1. Compensation for disablement will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
2. Disablement is assessed as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insurance Event** causing **Bodily Injury**.
3. It is a condition for payment of disablement compensation under B and C above that the **Insured Person** is alive on the date of payment.
4. **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
5. If an **Insured Person** disappears but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
6. Any disablement compensation that has been paid in connection with an **Insurance Event** resulting in death will be deducted from the sum insured for death.
7. The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **Permanent Total Disablement**.
8. A pre-existing disablement does not entitle the **Insured Person** to any higher assessment of compensation than if such disablement had not previously existed.
9. Where more than one **Insured Person** suffers **Bodily Injury** in the same **Insurance Event**, the maximum **We** will pay in total is £50,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.
10. The **Insured Person** (or in the case of death, the deceased's personal representatives or next of kin) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.

Exclusions applying to Section 2

What is not covered

1. Any **Insurance Event** arising as a consequence of a nuclear, chemical or biological **Terrorism** act
2. Any **Bodily Injury** which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War Risk and Civil Hazard area**
3. Any **Insurance Event** arising from
 - i. **You** being the driver, rider or passenger of a quad bike, all terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not
 - ii. **Your** participation in any excluded Hazardous Activities and Sports.

Section 3 - Withdrawal of Services

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to an **Insured Person**, not exceeding the sum insured shown in the **Summary of Cover**.

A. Where a Withdrawal of Services has occurred continuously for more than 72 hours during Your Insured Journey We will make a payment in accordance with the Summary of Cover.

Exclusions applying to Section 3

What is not covered

1. If alternative arrangements have been made by the accommodation or service provider.
2. **Strike or Industrial Action** existing or known about on the date of the purchase of this insurance or the date **Your** trip was booked.
3. Services that were not part of a pre-paid package.
4. **Withdrawal of Services** not supported by written confirmation from the tour operator, accommodation or service provider to substantiate **Your** claim.

Section 4 - Provision of Screened Blood

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person**, not exceeding the sum insured shown in the **Summary of Cover** in the event of an emergency medical need of screened blood.

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

1. Cost and charges of such provision up to the sum insured.

Exclusions applying to Section 4

What is not covered

1. Supplies needed as a result of elective surgery, chronic blood disorders, or self- injury.

Additional conditions applying to Section 4

The existence of any emergency medical need will be determined by the treating physician in conjunction with the authorised physician of **ETI's Assistance Company** taking into account the medical condition of the **Insured Person** and the safety of local supplies

Section 5 - Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable cancellation of a trip.

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

1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom **You** have arranged to travel or stay).
2. **You** or any person with whom **You** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military and/ or jury service or as a witness in a court of law (except in a professional capacity as an expert witness) during the period of the trip.
3. **Your** pregnancy, where confirmation of **Your** pregnancy by a hospital or registered medical practitioner is announced to **You** after **You** have bought the **Policy** and booked the trip provided **You** cancel **Your** trip within seven days.
4. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised to **Us** within 14 days of its announcement.
5. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after **We** have accepted this insurance.

Exclusions applying to Section 5

What is not covered

1. Any cancellation of a trip that was booked before the **Policy** was purchased.
2. Any cancellation arising from circumstances that could reasonably have been anticipated at the time **You** booked **Your** trip or purchased this insurance.
3. Cancellation caused by Pregnancy or Childbirth unless the cancellation is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
4. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or **Your** loss of enjoyment of the trip.
5. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
6. Any cancellation of a trip
 - a. due to the fear of an epidemic or pandemic
 - b. by the travel organiser
 - c. where **Your** carrier has refused to allow **You** to travel.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **Your** trip.

8. Any charges in respect of the trip
 - i. for which there is no contractual liability or
 - ii. which are recoverable elsewhere.
9. Any costs of expenses arising from a Catastrophe.
10. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel organiser.
11. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
12. Any failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A)
13. Any claim arising from a psychological / mental **Illness** suffered by **You** or a **Relative** whether travelling or not.
14. **Policy Excess** may apply. Please refer to the **Summary of Cover**.

Additional conditions applying to Section 5

You are obliged to immediately advise **Us** of any changed circumstances which become apparent after the date of issue of the **Policy** and before commencement of any trip during the **Period of Cover** which **You** could reasonably foresee as likely to give rise to a claim under the **Policy**. **We** reserve the right to alter the terms of insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **You** in respect of loss of deposits or charges that **You** have necessarily incurred up to the date **You** advise **Us** of such changed circumstances.

Section 6 - Curtailment

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable **Curtailment** of a trip.

All reasonable additional travel expenses incurred by **You** in returning to **Your** home address in the United Kingdom where such return is urgently necessitated by

1. The death, serious **Illness** or severe **Bodily Injury** of **Your Relative** or **Close Business Associate**, where such **Relative** or **Close Business Associate** is resident in the **United Kingdom**.
2. **Your Kidnap** or the **Hijack** of the scheduled public transport or ship on which **You** are travelling.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised after **Your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after commencement of the trip.

Exclusions applying to Section 6

What is not covered

1. Any **Curtailment** of a trip that was commenced prior to the **Period of Cover** unless declared to and accepted by **Us**.
2. Any **Curtailment** as a consequence of Terrorism.
3. Any **Curtailment** of a trip due to the fear of an epidemic or pandemic.
4. **Curtailment** caused by Pregnancy or Childbirth unless the **Curtailment** is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
5. Any expense following **Your** disinclination to travel or to continue with **Your** trip or **Your** loss of enjoyment of the trip.
6. Any expense arising from circumstances that could reasonably have been anticipated at the time **You** commenced **Your** trip.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail the trip.
8. Any charges in respect of the trip
 - i. for which there is no contractual liability or
 - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. **Policy Excess** may apply. Please refer to the Summary of Cover.

Additional conditions applying to Section 6

1. All **Curtailment** costs must be authorised in advance by **ETI's Assistance Company**.

Section 7 - Travel delay and disruption

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover** following travel delay and disruption.

A. Travel delay on outward journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which **You** are scheduled to travel

1. The amount as shown in the **Summary of Cover** for each full twelve-hour period that **You** are delayed or
2. The full deposit or cancellation charges (non-recoverable) if, after 24 hours delay to **Your** outward journey from the **United Kingdom**, **You** choose to cancel the trip. Such compensation cannot exceed the sum insured for Section 5 - Cancellation.

B. Missed departure

Disruption of **Your** scheduled travel itinerary due to the failure or delay of any pre-booked public transport to the trip destination point.

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

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) to the original booking, necessarily incurred to reach the booking destination.

Exclusions applying to Section 7

What is not covered

1. Travel delay caused by **Strike** or industrial action that started or was announced before **Your** trip was booked or the insurance was purchased.
2. Any costs or expenses arising from a Catastrophe.
3. Costs or charges for which the airline or the provider of transport or accommodation will compensate **You**.
4. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought or the trip was booked.
5. payment shall not be made under both this section and Section 20 in respect of the same event.

Additional conditions applying to Section 7

Each Insured Person must:

1. Take all reasonable steps to complete the scheduled journey on time.
2. Check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
3. Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.
4. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
5. Obtain written confirmation from the public transport provider if **You** miss **Your** departure due to the failure or delay of the means of public transport on which **You** were travelling.
6. Obtain a police accident report if **You** miss **Your** departure because the vehicle in which **You** were travelling was involved in an accident and/or **You** were required to provide a witness statement.
7. Apply in a timely manner to the airline or carrier for compensation **You** are entitled to under EU Regulation No. 261/2004/EC "Air Passenger Rights".

Section 8 - Personal Effects

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured and limits shown in the **Summary of Cover**, for the loss, damage or theft of **Personal Effects**.

We will settle claims on an indemnity basis i.e. a deduction will be made for wear and tear and depreciation.

A. Accidental loss, damage or theft of Personal Effects

We will, pay the intrinsic value of items at the time the loss occurred, up to the sum insured in total and subject to the Single Item Limit and Valuables limits set out in the tables in the Summary of Cover on page 4.

Exclusions applying to Section 8

A. What is not covered

1. Electronic mobile devices such as mobile telephones, sim cards, smart phones or P.D.As, accessories, mobile telephone prepayment cards or mobile telephone chargers.
2. Items delayed or confiscated by any government or public authority.
3. Depreciation in value.
4. Any loss or damage occurring
 - i. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging
 - ii. due to atmospheric or climatic conditions
 - iii. during any process of cleaning, dyeing, repairing or restoring
 - iv. to **Sports Equipment** while in use
 - v. due to mechanical or electrical breakdown or derangement
 - vi. to any items being shipped as freight or under a bill of lading
 - vii. to **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
 - viii. any **Valuables**, fragile articles or electronic equipment in baggage or in transit outside of **Your** personal control
 - ix. to spectacles and contact lenses.
 - x. to prosthetic limbs and/or hearing aids.
5. Any loss of unattended items left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
6. Losses not reported to the police or appropriate authority within 48 hours of discovery and a written report obtained.
7. The **Policy Excess**. Please refer to the **Summary of Cover**.

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

We will pay up to the sum insured shown in the Summary of Cover, subject to the sub limit for Cash, for accidental loss or theft of personal money, passport, flight tickets and other travel documents belonging to You whilst being personally carried by You or in a safety deposit box whether in Your hotel room or under the supervision of the accommodation in which You are staying or in a bank or whilst in securely locked Private Accommodation.

If You are under the age of 18, We will not pay more than £50 of the amount for Cash shown in the Summary of Cover. Reasonable additional costs incurred in obtaining replacements.

Exclusions applying to Section 8

B. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses
 - i. occurring as a result of **Personal Money** or **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers or in transit outside **Your** control.
 - ii. arising due to non-compliance with any of the terms of issue of any **Personal Money**
 - iii. not reported to the police or appropriate authority within 48 hours of discovery and a written police report obtained
3. Any loss of unattended **Personal Money** left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.
4. **Policy Excess** may apply. Please refer to the **Summary of Cover**.

Additional conditions applying to Section 8

1. A claim for **Personal Money** lost by or stolen from **You** will only be considered if **You** report such a loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
2. **We** will only be responsible for losses of **Personal Money** or **Cash** to the extent **You** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
3. Original purchase receipts will be required for items of luggage, clothing and **Personal Effects** where these are less than one year old.
4. Payment shall not be made under this section and Section 19 in respect of the same item/**Gadget** and event.

Section 9 - Luggage Delay

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured shown in the **Summary of Cover** for the delay of personal effects by more than 24 hours after the actual arrival time of the **Insured Person** for

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.

Exclusions applying to Section 9

What is not covered

1. Losses in respect of any **Personal Effects** delayed on a return journey to the **Your** usual place of residence.
2. Delay of **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

Additional conditions applying to Section 9

1. Any payment made under this section will be deducted from any subsequent payment made under Section 8 for accidental loss, damage or theft of **Personal Effects**.

Section 10 - Personal Liability

This section of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, in relation to personal liability.

A. Costs and expenses which You are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Cover resulting in

1. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family and Couple** or household or of a person in **Your** service.
2. **Bodily Injury**, death or disease to any third party who is not an **Insured Person**, a member of **Your Family and Couple** or household or in **Your** Service.

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

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

Exclusions applying to Section 10

What is not covered

1. Where legal liability arises directly or indirectly out of
 - i. **Your** trade profession or business
 - ii. contractual liability unless such liability would have attached in any event in the absence of such contract
 - iii. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft, watercraft, or any mechanically or electrically propelled vehicle or lift
 - iv. **You** having transmitted disease to other persons via infection or otherwise
 - v. wilful, malicious or criminal acts
 - vi. ownership, possession or use of animals or firearms
 - vii. ownership of any land or buildings.
2. Any fines or other penalties.
3. Legal liability in respect of loss or damage to any property owned or held in trust by **You** or in **Your** custody or control other than use of a hotel and other similar temporary accommodation.
4. The **Policy** does not cover personal liability if the personal liability is a consequence of participating in Covered Leisure Activities listed on pages 29-30 unless otherwise stated on pages 29-30.
5. Any liability arising out of actions between **Insured Persons**.

Additional conditions applying to Section 10

1. If **You** know of any **Insurance Event**, which may result in a claim under this section **You** must
 - i. inform **Us** in writing without delay
 - ii. send all correspondence and legal documents to **Us** unanswered
 - iii. not discuss liability with any third party.
2. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may at our own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. Where more than one **Insured Person** is involved in the same **Insurance Event**, the maximum **We** will pay in total is £2,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

Section 11 - Hijack, Kidnap and Mugging

This section of the **Policy** sets out the cover **We** will provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, in respect of

A. Your Kidnap or the Hijack of the means of transport on which You are travelling

The reasonable costs of

1. Travel and accommodation cost (room only) incurred by up to two **Family** members when travelling to a destination near the location of the **Kidnap** and/or **Hijack** incident, when such incident has lasted more than seven days.
2. **Hijack/Kidnap** benefit per day for each full 24 hours that **You** are detained.

B. Your hospitalisation following a Mugging

1. A fixed sum in personal compensation as specified in the **Summary of Cover**.

Exclusions applying to Section 11

What is not covered

1. Any ransom or other amount or property paid in relation to **Your** release following **Your Kidnap** or **Hijack**.
2. Any **Kidnap** or **Hijack** in an area that is considered by **Us** to be a **War Risk and Civil Hazard** area.
3. **Mugging** that does not necessitate hospitalisation.
4. Any claim not supported by a written police report.

Section 12 - Catastrophe

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, in respect of

The disruption of Your trip by a Catastrophe

1. Reasonable additional accommodation and travel expenses necessarily incurred to return to **Your** home or go to an alternative destination or continue to the booked destination via an alternative route, in the event that **Your** trip is disrupted by a **Catastrophe**.

Exclusions applying to Section 12

What is not covered

1. Circumstances already known at the time of purchasing this **Policy** or booking the trip.
2. Claims not supported by a written report from the appropriate authorities.
3. Claims that are not justifiable given the circumstances, for example, the fear of an event happening or not taking place.
4. payment shall not be made under both this section and Section 20 respect of the same event.

5. **Your** decision not to remain in **Your** booked accommodation or to continue **Your** planned itinerary when official directives from local authorities state that it is acceptable to do so.
6. Any expense recoverable from the tour operator, airline, hotel, provider of services or elsewhere.

Additional conditions applying to Section 12

1. If several **Insured Persons** are involved in the same **Insurance Event**, our aggregate limit shall not exceed £50,000.
2. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Section 13 - Legal Costs and Expenses

Important - cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**)

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

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

What DAS will pay

DAS will pay an **appointed representative**, on **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 event arising at the same time or from the same originating cause is £25,000 (Essential/Basic) or £50,000 (Premier).
- 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**
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

Definitions applicable to this Section

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

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** will appoint to act on behalf of the **insured Person**.

Costs and expenses

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

Countries covered

Worldwide

DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Date of occurrence

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

Insured person

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

Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

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

DAS

DAS Legal Expenses Insurance Company Limited.

Insured incident

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

Exclusions applying to Section 13

Also see General Exclusions

What is not covered

DAS will not pay for the following:

1. A claim where an **Insured Person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **costs and expenses** incurred before **DAS'** written acceptance of a claim.
4. any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
5. any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to an **insured person**.
6. defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
7. any claim relating to clinical negligence.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. Any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.
11. Any claim relating to written or verbal remarks that damage an **insured person's** reputation.
12. A dispute with **DAS** not otherwise dealt with under section condition 7.
13. **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
14. A claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

15. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
17. A claim against **us, our** agent, tour operator or travel agent.
18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **insured person** travelling by air.

Additional conditions applying to Policy Section 13

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** or **DAS'** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- d. The appointed representative must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
- b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to.
3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim on behalf of an **insured person**. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- d. Where a settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **DAS**.

4. a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **DAS** has paid.
7. If there is a disagreement between an **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, an **insured person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **DAS** and an **insured person**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.
9. An **insured person** must:
 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **DAS** asks for, in writing, and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
 - a. a claim an **insured person** has 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. 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.

12. If any claim covered under this section is also covered by another **Policy**, or would have been covered if this section did not exist, **DAS** will only pay **DAS** share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies.
All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

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

An **insured person** can contact **DAS**:

UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to call the **insured person** 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 an **insured person** calls outside these times, **DAS** will call the **insured person** back.

To help check and improve service standards, **DAS** records all inbound and outbound calls. To contact the above service, phone **DAS** on +44 (0) 117 933 0625. When phoning, please quote **your Policy** number.

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

Section 14 - Ski equipment

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this section between 1st December to 30th April.

1. Ski Equipment

You are covered up to the amount as shown in the **Summary of Cover** for the value of repair of **your own ski equipment** (after making proper allowance for wear and tear and depreciation) or hired ski equipment, if they are lost, stolen or damaged during **your** trip, limited to £1,000 owned or £500 hired for Premier cover and £350 owned or £200 hired for Essential cover, for any one item.

2. Ski Hire

You are covered up to the amount as shown in the **Summary of Cover** for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your own ski equipment** during the period of insurance.

3. Delayed Ski Equipment

You are covered up to the amount as shown in the **Summary of Cover** towards the cost of hiring replacement **ski equipment** necessities if **your own ski equipment** is delayed in reaching **you** on **your** outward journey for at least 10 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

Exclusions applying to Section 14

You are not covered

1. for the first £75 (Premier) or £100 (Essential) of each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above)
2. if **you** do not exercise reasonable care for the safety and supervision of **your own** or **your hired ski equipment**;
3. if **you** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **your own** or **your hired ski equipment**;
4. if **your own** or **your hired ski equipment** is lost, damaged or delayed in transit, if **you** do not:
 - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or property irregularity report in the case of an airline) or,
 - b. follow up in writing within 7 days to obtain a written Carriers Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
5. for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. for **you own** or **your hired ski equipment** stolen from:
 - a. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle, or items stored on a roof rack (unless the vehicle was parked within sight of **you**), and there was evidence of forcible and violent entry;
 - b. an unattended vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am.
7. for anything mentioned in the General Exclusions.

Section 15 - Ski pack

This section of cover is only applicable if the appropriate winter sports premium has been paid.

You are covered up to the amount as shown in the **Summary of Cover** for the unused portion of your ski pack costs paid for or contracted to be paid for before your trip commenced, where you do not curtail the trip, but are certified by a medical practitioner in the resort as being unable to ski and unable to use the ski pack facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

Exclusions applying to Section 15

You are not covered

1. for claims that are not confirmed as medically necessary by **Our** Emergency Assistance Service and where a medical certificate has not been obtained from the attending medical practitioner abroad confirming that **you** are unable to ski and unable to use the ski pack facilities;
2. for anything mentioned under **You are not covered** of Section 1.
3. for anything mentioned in the General Exclusions.

Section 16 - Piste closure

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this section between 1st December to 30th April.

If there is a lack of snow in your resort and it closes, which prevent **you** from skiing:

You are covered:

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

Exclusions applying to Section 16

You are not covered

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

Section 17 - Avalanche closure

This section of cover is only applicable if the appropriate winter sports premium has been paid.

You are covered up to the amount as shown in the Summary of Cover for reasonable additional travel and accommodation expenses necessarily incurred to reach **your** booked destination if, as a direct result of an avalanche, **your** transfer from or to **your** pre-booked resort is delayed.

Exclusions applying to Section 16

You are not covered

1. for anything mentioned in the General Exclusions.

Section 18 - Golf Optional Cover

This section applies only if the additional premium for Golf Cover has been paid and "Golf Cover" is shown on the Policy Schedule. For Annual Policies cover is provided up to a maximum of 31 days in total during the Policy Period.

A golfing incident leading to a valid claim will be covered under the Policy however no cover for **Golf Equipment** will be provided under Section 7 Travel Delay or Section 8 **Personal Effects** and Possessions. Please see below for details of **Golf Equipment** cover.

This part of the Policy sets out the cover **We** provide to each **Insured Person** in total, per Insured Journey not exceeding the sum insured set out in the **Summary of Cover**. The additional cover is subject to the general Policy terms and conditions.

Loss of Golf Equipment

Up to £1,000 Essential cover or £1,500 Premier cover for the value or repair of any of Your own Golf Equipment (after making proper allowance for wear and tear and depreciation) or hired Golf Equipment, which is lost, stolen, damaged or destroyed. Limited to £500 per single item, pair or set.

Hire of Golf Equipment

The reasonable cost up to a maximum of £75 per day of hiring replacement Golf Equipment as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of Your own Golf Equipment during the period of insurance, up to a maximum of £500.

Exclusions applying to Section 18

What is not covered

1. The hire of items under B if **You** have already repaired or replaced the same items under A.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your** own or **Your** hired **Golf Equipment**.
3. If **You** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired **Golf Equipment**.

4. For **Your** own or **Your** hired **Golf Equipment** stolen from:
 - i. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
 - ii. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
5. If **Your** own or **Your** hired **Golf Equipment** is lost, damaged or delayed in transit, if **You** do not:
 - i. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report, in the case of an airline) or,
 - ii. follow up in writing within seven days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately.
6. Hire charges once **Your Golf Equipment** has been returned/delivered to **You**.
7. For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. Claims if **You** do not apply in a timely manner to the airline or carrier for compensation **You** are entitled to under **Protection for Airline Passengers - Regulation 261/2004/EC**
9. The **Policy Excess**. Please refer to the **Summary of Cover**.
10. Anything mentioned in the General policy exclusions.

c. Loss of Green Fees

£20 per day Essential cover or £25 per day Premier cover up to a maximum of £100 Essential cover or £150 Premier cover, for the unused portion of Your Green Fees costs paid for or contracted to be paid for before Your trip commenced, where You do not curtail the trip, but are certified by a Medical Practitioner as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused Green Fees.

Exclusions applying to Section 18

What is not covered

1. Claims that are not confirmed as medically necessary by the ETI Emergency Service and where a medical certificate has not been obtained from the attending medical practitioner abroad confirming that **You** are unable to golf and unable to use the golf facilities.
2. Anything mentioned under What is not covered of Section 1 - Medical Emergency Expenses.
3. Anything mentioned in the General policy exclusions.

D. Hole in one

A fixed benefit of £100 if You complete a Hole in One stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

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

Exclusions applying to Section 18

D. What is not covered

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

Section 19 - Gadget Extension Cover

This section of cover is only applicable if the appropriate Gadget cover premium has been paid and “Gadget Cover” is shown on the Policy Schedule.

This section of the Policy sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured shown in the **Summary of Cover**, for the loss, damage or theft of **Your Gadget**.

We will pay the intrinsic value (repair or replacement cost) of **Your Gadget** at the time the loss, damage or theft occurred, making proper allowance for wear and tear and depreciation. Where only part of **Your Gadget** has been lost, damaged or stolen **We** will only repair or replace that part.

Exclusions applying to section 19

What is not covered

1. Items which **You** do not own or for which **You** are unable to provide proof of purchase, including items which are hired by **You** or loaned or entrusted to **You**.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your Gadget**.
3. Items delayed or confiscated by any government or public authority.
4. Wear and tear and depreciation in value.
5. Loss, damage or theft of **Your Gadget** whilst on loan to anyone else other than **Your Family**.
6. Theft of the **Gadget** directly from **Your** person unless force or threat of violence is used.
7. Any loss or damage occurring:
 - i. due to normal wear and tear, superficial marks and scratches, dents or other damage not affecting the normal function of **Your Gadget**.
 - ii. due to atmospheric or climatic conditions
 - iii. during any process of cleaning, repairing or restoring
 - iv. while charging or attempting to charge **Your Gadget**.
 - v. due to mechanical or electrical or electronic breakdown or derangement of hardware or software unless resulting from accidental damage

- vi. to any items being shipped as freight or under a bill of lading
- vii. whilst checked-in with luggage in the custody of an airline or other carrier (cover will only apply to items carried by **You** personally as hand luggage)
- 8. Any loss of an unattended **Gadget** left in a public place or at **Your** lodgings unless in securely locked Private Accommodation or from an unattended vehicle unless kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
- 9. Any loss from an unattended vehicle between the hours of 22:00 and 06:00.
- 10. Theft not reported to the police or appropriate authority within 48 hours of discovery and a written report obtained.
- 11. Theft of or damage to accessories other than SIM or PCIMA cards which were in the **Gadget** at the time of the damage or theft.
- 12. Pre-paid air-time, subscription costs or fees of any kind.
- 13. The cost of replacing any software, downloaded material, data, information, intellectual property, personalised ring tones or graphics.
- 14. Any expense incurred as a result of not being able to use the **Gadget**, or any loss other than the repair or replacement costs of the **Gadget**.
- 15. A Policy Excess may apply. Please refer to the **Summary of Cover**.

Additional conditions applying to Section 19

1. We will settle claims on an indemnity basis i.e. a deduction will be made for wear and tear and depreciation.
2. Excess waiver does not apply to **Gadget** cover. The standard Policy Excess applies. Please refer to the **Summary of Cover**.
3. The most **We** will pay for any one claim will be the replacement value of **Your Gadget** and in any case this shall not exceed **Our** maximum liability for the level of cover shown in the **Summary of Cover**.
4. If **We** replace **Your Gadget**, **You** are covered for a maximum of two separate replacement claims in total during the Period of Cover.
5. If **We** determine that **Your Gadget** needs to be replaced following a valid claim, and it cannot be replaced with an identical, or fully refurbished **Gadget** of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value, taking into account the age and condition of the original **Gadget**.
6. If an identical replacement **Gadget** is not available in the country from which **You** make a claim (the country of loss or **Your** country of residence on **Your** return), **We** will not be liable for any additional shipping costs, import duties or taxes.
7. Payment shall not be made under this section and Section 8 in respect of the same item/**Gadget** and event.

Section 20 - Travel Disruption Extension Cover

This section of cover is only applicable if the appropriate Travel Disruption Extension premium has been paid and “Travel Disruption Extension” is shown on the Policy Schedule.

This cover amends and extends **Section 7 - Travel delay and disruption** and **Section 12 – Catastrophe** of **Your Policy Wording**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured shown in the **Summary of Cover**, in the event that **Your Insured Journey** is delayed or disrupted due to atmospheric volcanic ash, **Catastrophe** or **Civil Unrest**.

A. Travel delay on outward journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which You are scheduled to travel

1. The amount as shown in the **Summary of Cover** for each full twelve-hour period that **You** are delayed; or
2. The full deposit or cancellation charges (non-recoverable) if, after 24 hours delay to **Your** outward journey from the **United Kingdom**, **You** choose to cancel the trip. Such compensation cannot exceed the sum insured for Section 5 - Cancellation.

B. Missed departure

Disruption of Your scheduled travel itinerary due to the failure or delay of any pre-booked public transport to the trip destination point.

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

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) to the original booking, necessarily incurred to reach the booking destination.

Exclusions applying to Section 20

What is not covered

1. Costs or charges for which the airline or the provider of transport or accommodation will compensate **You** or which are recoverable from any other source.
2. Delay or disruption to travel to, from or through a country or territory where travel is against the current advice of the Foreign and Commonwealth Office. See: www.fco.gov.uk
3. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought, renewed, extended or amended or the trip was booked.
4. payment shall not be made under both this section and Section 7 and/or Section 12 in respect of the same event.

Additional conditions applying to Section 20

Each Insured Person must:

1. Take all reasonable steps to complete the scheduled **Insured Journey** on time.
2. Check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
3. Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.
4. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
5. Obtain written confirmation from the public transport provider if **You** miss **Your** departure due to the failure or delay of the means of public transport on which **You** were travelling.
6. Apply in a timely manner to the airline or carrier for compensation **You** are entitled to under EU Regulation No. 261/2004/EC "Air Passenger Rights".

Covered Leisure Activities

Whilst the leisure activities listed below are themselves covered by the **Policy**, for some there is no cover for Personal Accident or Personal Liability for **Insurance Events** occurring as a consequence of participating in these activities.

* Activities must be supervised and you must wear appropriate safety equipment.

Activity (cover for amateur participation only)	Personal Accident and Personal Liability covered?
Abseiling*	No
Amateur athletics	Yes
Archaeological digging	Yes
Archery*	Yes
Badminton	Yes
Banana boating*	Yes
Baseball	Yes
Basketball	Yes
Bungee jumps (three jumps)	Yes
Camel or elephant riding or trekking (incidental)	No
Canoeing (rivers grades 1-3 and inland waters)*	Yes
Clay-pigeon shooting*	No
Cricket*	Yes
Cycle touring	Yes
Cycling (excluding BMX and Mountain biking)	Yes
Falconry*	No
Fencing*	No
Fishing / angling (river only)	Yes
Football	No
Glass bottom boating	Yes
Go-karting*	No
Golf	Yes
Hiking (under 2,000 metres altitude)	Yes
Hiking (over 2,000 metres but under 6,000 metres altitude)	No
Hockey*	No
Horse riding up to 7 days (not polo, hunting, jumping)*	No
Hot-air ballooning (organised in the UK prior to departure)	No
Husky sledge driving (organised in the UK prior to departure)	No
Jet boating*	No
Jogging	Yes
Kayaking (rivers grades 1-3 and inland waters)*	No
Kite surfing (over water)	No
Marathon running	Yes

Activity (cover for amateur participation only)	Personal Accident and Personal Liability covered?
Motorcycling (under 125cc) with appropriate licence for at least 3 years, conviction free and wearing a helmet.	No
Mud buggying	No
Netball	Yes
Orienteering	Yes
Paintballing (wearing eye protection)*	No
Parascending (over water)*	No
Passenger (in private or small aircraft or helicopter)	No
Rambling	Yes
Roller blading (in-line skating and skate boarding)	Yes
Rowing	No
Running (sprint and long distance)	Yes
Safari (organised in the UK prior to departure)*	Yes
Sand boarding	Yes
Scuba diving (unqualified, maximum depth 9 metres if supervised) under 14 days per trip	Yes
Scuba diving (qualified, maximum depth 30 metres) under 14 days per trip	Yes
Sea kayaking	No
Sleigh rides (part of a Christmas experience trip to northern Europe)	Yes
Snorkeling	Yes
Squash	Yes
Surfing	Yes
Swimming	Yes
Target rifle shooting*	No
Tennis	Yes
Trekking (under 2,000 metres altitude)	Yes
Trekking (over 2,000 metres but under 6,000 metres altitude)*	No
Volleyball	Yes
Wake boarding	Yes
Water polo	Yes
Water skiing (no jumping)*	Yes
White or black water rafting (Grades 1 – 4)*	Yes
Windsurfing and yachting (racing and crewing) inside territorial waters	Yes

Covered Winter sports

Winter sports cover only applies if **you** have paid the appropriate premium and this is shown on **your Policy schedule**.

Skiing / Snowboarding

Biathlon
Bigfoot Skiing
Glacier Skiing within Marked Areas
Langlauf / Cross Country / Nordic Walking
Mono Skiing
Skiing / Snowboarding
Snowblading

Other Winter Sports

Dog Sledding
Glacier Walking within Marked Areas
Ice Skating
Snow Shoeing
Speed Skating
Tobogganing

Excluded Hazardous Activities & Sports

This **Policy** does not provide cover for **Insurance Events** occurring as a consequence of participating in any of the **Hazardous Activities and Sports** listed below.

American football
Assault course
Battle re-enactment
Breathing observation bubble diving
Canyoning / Coasteering
Cave tubing
Flying (piloting private or small aircraft or helicopter)
Gliding
Gorge walking
Hang-gliding
High diving - (10 metres or over)
Horse jumping, polo or hunting
Jet skiing
Kite surfing (over land)
Manual labour / Work
Martial arts / Judo / Karate / Kendo
Micro lighting
Motorcycling
Mountain biking (downhill racing and extreme terrain)
Mountain boarding
Ostrich riding or racing
Parachuting
Paragliding
Parapenting
Parasailing
Parascending (over land or snow)
Quadbiking
Rock climbing / mountaineering
Rock scrambling
Rugby
Sand yachting
Scuba diving (unqualified, below 9 metres depth)
Scuba diving (qualified below 30 metres depth)
Shark diving (inside or outside cage)
Sky diving
Tall-ship crewing
Triathlon

Tombstoning
Track Days using motorised vehicles
Via ferrata
White or black water rafting (grades 5 to 6)
Wrestling
Zorbing

If **you** undertake a pursuit or activity which is not listed in this **Policy**, or are in any doubt as to whether cover will apply, please call our Travel Helpline on **+44 (0) 845 230 2614**

Excluded Winter Sports

Bobsleighbing
Heli Skiing
Ice Hockey
Luging
Use of Skeletons
Ski Acrobatics
Ski Jumping
Off-piste skiing / snow boarding
Snow Mobiling

Important Information - Please Read

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

Material Facts and Changes

It is **Your** responsibility to provide complete and accurate information to **Us** when **You** take out **Your** insurance **Policy**, and throughout the life of **Your Policy**. It is important that **You** ensure that all statements **You** make on the application form, claim forms and other documents are full and accurate. Please note that if **You** fail to disclose any information or change in circumstances to **Us** which could influence **Our** decision to accept **Your** insurance or affect the premium charged, **Your Policy** may be invalidated and part or all of a claim may not be paid.

Administration and regulatory compliance

The information **You** supply may be used for insurance and claims administration, debt collection, research and statistical analysis by ETI International Travel Protection, its associated companies and agents, by other participating insurers, their agents and suppliers, disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct shared with other insurers either directly or via those acting for them such as claims administrators, lawyers and investigators shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when **You** apply for or renew this insurance or make a claim.

Fraud detection and prevention

ETI International Travel Protection, participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud, check **Your** identity to prevent money laundering unless **You** have provided **Us** with satisfactory proof of identity, undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders, validate **Your** claims history or that of any **Insured Person** or property involved in the **Policy** or a claim.

Financial Services Compensation Scheme

The insurers participating in this **Policy** are authorised by the Financial Conduct Authority (FCA), **You** are protected by the Financial Services Compensation Scheme (FSCS), which acts as a safety net in the unlikely event that they are unable to pay claims due to insolvency. The FSCS will meet the first £2,000 of the claim and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Insure & Away

Travel Insurance, arranged by Fogg Travel Insurance Services Ltd Underwritten by ETI - International Travel Protection.

ETI is the UK branch of Europäische Reiseversicherung A.G., registered at Companies House FC25660, BR007939.

ETI is authorised by the German Bundesanstalt für Finanzdienstleistungsaufsicht BAFIN - www.bafin.de - and subject to limited regulation by the Financial Conduct Authority (FCA) - www.fca.org.uk .

ERV- I&A – 8.4.2015