



avanti  
TRAVEL INSURANCE

# TRAVEL INSURANCE

policy wording document

CLASSIC CRUISE / DELUXE CRUISE

**Important!** Please read this booklet carefully and take it away with you.

## 24 hour Medical Emergency Service

Important – Please quote reference Avanti travel ERV.

Our **medical emergency service** provides immediate help in the event of **your** illness or injury arising outside **your** country of residence. They provide a multi-lingual emergency service 365 days a year and can be contacted by telephone 24 hours a day.

If **you** have an emergency during **your** trip and require medical treatment whilst outside the United Kingdom which necessitates **inpatient** treatment or costs likely to exceed £350, or if **your** journey is cut short (**curtailment**) or **you** have to return early to the United Kingdom, **you** must phone the **medical emergency service** as soon as possible. When contacting them, **you** will need to quote **your** policy number and confirm that **you** have an Avanti policy insured by ERV.

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

1. Multi-lingual assistance with doctors and hospitals.
2. Repatriation arrangements by escort and/or by a medical attendant.
3. Travel arrangements for other members of **your** party or **your immediate relative**.
4. On arrival in **your country of residence**, an ambulance service to hospital or **your home**.

### Useful Telephone numbers

If <b>you</b> are anywhere in the world, call <b>us</b> on: <b>Medical emergency service</b> helpline number	<b>+44 (0) 1403 288 121</b>
If <b>you</b> are in the USA, or Canada, call <b>us</b> on: <b>Medical emergency service</b> helpline number	<b>1-833-251-8487 (toll free)</b>

If **you** are in the USA, or Canada and contact **us** prior to visiting a medical facility, **we** will be able to assist **you** in getting the most appropriate care required.

Note: failure to contact the medical emergency helpline for claims over £350 may result in a claim being invalid.

### A note to all insured persons, doctors and hospitals

This is not a private medical insurance policy. If any medical treatment is needed, **you** must tell us immediately or **we** may not guarantee medical expenses. If **you** need any medical treatment, **you** must allow the **medical emergency service** to see all of **your** medical records and information.

### Important note

For medical expenses incurred in the United States of America, ERV will only pay for reasonable and necessary emergency treatment, surgery, hospital and transportation costs in accordance with the negotiated rate of the provider, if one exists. If no negotiated rate with a provider exists, then ERV will pay a maximum amount of 150% of the USA Medicare rate.

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## Single and Annual multi-trip policy Summary

This policy summary is to help **you** understand the insurance that **your** policy provides. It details the key features, benefits, limitations and exclusions, but **you** still need to read the policy wording for a full description of the terms of the insurance, including the policy definitions, together with the **Validation Certificate**, and any endorsements, applying to your policy. The levels of cover and excesses which apply to your insurance are detailed in the summary of cover section of **your** policy wording. Important notes are detailed within **your** policy wording. This policy summary does not form part of the policy wording.

**Insurer** – this insurance is underwritten by ERV.

**Purpose of this insurance** – to provide financial protection and emergency assistance for **your** trip(s).

**Period of cover** – as stated on **your Validation Certificate**.

Principal exclusions and limitations	Policy reference
Important declaration	
<p>Restrictions in cover apply if a claim is made relating to a medical condition, illness, or injury, of the <b>insured person(s)</b>, or any person who <b>your</b> travel depends on, which <b>you</b> or they knew about before <b>you</b> bought this insurance, or which develops before the travel to which this insurance applies begins.</p> <p>Cover is excluded for <b>pre-existing medical conditions</b> unless disclosed to <b>us</b> and <b>we</b> agree cover. It is very important that <b>you</b> refer to the important declaration section of the policy wording, as <b>you</b> may be able to obtain cover for such medical conditions by contacting Avanti on <b>01376 560800</b> or if <b>you</b> have any queries regarding cover.</p>	Important declaration Section
Sports and activities	
<p><b>We</b> will not pay any claim directly or indirectly resulting from participation in certain sports and activities, professional or organised sports, racing, speed or endurance tests. <b>We</b> may be prepared to offer cover for certain sports or activities, so if <b>you</b> require such cover, or are unsure whether the particular activity / pursuit is considered hazardous by us, <b>you</b> should contact Avanti on <b>01376 560800</b>.</p>	Sports and activities section General exclusions section
Personal property / personal <b>money</b> & documentation	
<p>Cover is provided for loss, damage, or theft of <b>your</b> personal property, including personal <b>money</b> and loss of <b>documents</b> if <b>your Validation Certificate</b> shows <b>you</b> are covered for this. <b>We</b> may, however, take off an amount for wear and tear when settling a claim, depending on the age and condition of the property. Cover is only provided up to maximum amounts for individual items, valuable items, and cash within the overall limit. The policy wording provides full details of these limits. Items defined in this policy as <b>gadgets</b>, such as mobile and smart phones, are only covered if <b>you</b> have paid for the optional <b>gadget</b> cover and this is shown on <b>your Validation Certificate</b>.</p>	Sections 9, 10, 11 and optional section 21

<b>Excesses</b>	
<p>Certain sections of cover are subject to an <b>excess</b> applying to each claim. An <b>excess</b> means that <b>you</b> are responsible for the first sum per person per incident when <b>you</b> claim. The amount of any <b>excess</b> is detailed in the policy wording on the summary of cover page, and under the sections to which an <b>excess</b> applies. The <b>excess</b> does not apply if <b>you</b> have purchased the <b>Excess Waiver</b> and this is shown on <b>your Validation Certificate</b>.</p>	Summary of cover Section
<b>Period of insurance</b>	
<p>All trips must start from, and end in the United Kingdom (including the Isle of Man and Channel Islands), and the policy must cover the whole duration of the trip, and cannot be effected once travel has commenced. If <b>your</b> insurance is under an annual multi-trip policy, a maximum duration of any one trip applies. The limit, including the limit for winter sports cover (if applicable) is stated in the policy wording. No cover shall apply under any section of the policy until after the start date shown on <b>your Validation Certificate</b>.</p>	Period of insurance section
<b>If you change your mind</b>	
<p>If, having examined <b>your</b> policy wording, <b>you</b> decide the insurance does not meet <b>your</b> needs, <b>you</b> can cancel the insurance within 14 days from the date <b>you</b> receive the policy wording, and <b>we</b> will refund the premium provided <b>you</b> have not taken a trip to which the insurance applies, and <b>you</b> have not made, or intend to make a claim. The premium will be refunded in full less any transaction and postage fee. If <b>you</b> wish to cancel <b>your</b> insurance <b>you</b> should contact Avanti on <b>01376 560 844</b>.</p>	Cancellation Section
<p>Making a claim – if <b>you</b> wish to make a claim, please telephone the appropriate number below: If <b>you</b> need to contact the <b>medical emergency service</b> please telephone: <b>+44 1403 288 121</b>.</p> <p>Alternatively if <b>you</b> are in the USA, or Canada, call the medical emergency helpline on: <b>1-833-251-8487 (toll free)</b>.</p> <p>For claims under all sections apart from 15 please call Avanti claims on <b>01403 288 122</b>. For claims under section 15 please call <b>0117 934 0548</b>.</p>	
<p><b>Making yourself heard</b> - if <b>we</b> have given <b>you</b> cause for complaint, it is important that <b>you</b> know that <b>we</b> are committed to providing <b>you</b> with an exceptional level of service and customer care. When this happens, <b>we</b> want to hear about it so that <b>we</b> can try to put things right. If <b>your</b> complaint relates to the sale of <b>your</b> policy, <b>you</b> should contact Avanti travel insurance. If <b>your</b> complaint relates to a claim on <b>your</b> policy under any section apart from section 15, <b>you</b> should contact ERV. If <b>your</b> complaint relates to a claim under section 15, <b>you</b> should contact DAS.</p> <p><b>We</b> expect that the majority of complaints will be resolved at this stage, but if <b>you</b> remain dissatisfied <b>you</b> can take the issue further by referring <b>your</b> case to the Financial Ombudsman Service (FOS).</p> <p>Full details of these procedures are found in the making <b>yourself</b> heard section of this policy.</p>	

The Financial Services Compensation Scheme (FSCS) – ERV are covered by the FSCS. This means that **you** may be entitled to compensation from the scheme if **we** are unable to meet **our** financial obligations. Full details are available from the FSCS.

Avanti Travel Insurance is a trading name of TICORP Limited. Avanti Travel Insurance is arranged by TICORP Limited which is registered in Gibraltar company number 111526. The registered office is First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is licensed and regulated by the Gibraltar Financial Services Commission No. FSC1238B and trades into the UK on a freedom of services basis, FCA FRN 663617.

Avanti Travel Insurance is administered by Howserv Limited which is registered in England and Wales 03882026 and its registered office is McGowan House, 10 Waterside, The Lakes, Bedford Road, Northampton, NN4 7XD. Howserv Limited is authorised and regulated by the FCA FRN 599282.

Most sections of this insurance are underwritten by ERV, an ERGO Group Company registered in Germany as Europäische Reiseversicherung A.G. and trading in the United Kingdom as ETI International Travel Protection, Companies House Registration FC 25660 and Branch Registration BR 007939. Certain sections are underwritten by other insurers, as detailed in those sections.

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN–[www.bafin.de](http://www.bafin.de)) and the Prudential Regulation Authority and subject to limited regulation by The Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of our regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request. Our Firm Reference number is 220041.

**You** can visit the Financial Conduct Authority website, which includes a register of all regulated companies, at [www.fca.org.uk/register](http://www.fca.org.uk/register) or **you** can telephone them on 0800 111 6769 (free phone).

## Introduction

**Purpose of this insurance** – to provide financial protection and emergency assistance for **your** trip(s). This policy wording is to confirm that those persons who have paid the required premium are insured by ERV.

This document gives the full terms, exclusions and conditions of the policy. The policy wording, including any endorsement issued by **us**, makes up a contract between **you** and **us** and is made up of the **Validation Certificate** and this policy document, which together forms the contract of insurance, and is based upon the information that **you** provided during **your** application.

**You** should read **your** policy in full to understand what is and is not covered.

**Governing law:** **your** policy will be governed by the Law of England and Wales unless: **you** and **ERV** agree otherwise; or

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

## Summary of cover

(Cover per **insured person** unless otherwise stated)

Table of benefits for a single trip and annual multi- trip					
Policy section	Benefit	Classic cruise		Deluxe cruise	
		Maximum amount insured (for each person insured)	Excess	Maximum amount insured (for each person insured)	Excess
1 & 2	Cancellation and Curtailment	£6,000	£75 (£40 for loss of deposit)	£10,000	£0
3	Missed Departure	£1,000	£75	£1,000	£0
4	Abandonment	Up to £6,000	£75	Up to £10,000	£0
	Travel Delay	£10 for the first full 12 hours, £10 for all other full 12 hours up to £100	£0	£10 for the first full 12 hours, £10 for all other full 12 hours up to £100	£0
5	Personal Accident:				
	Loss of limbs or sight (aged under 70)	£10,000	£0	£10,000	£0
	Permanently disabled (aged under 70)	£10,000	£0	£10,000	£0
	Death – 18 and over (or 23 if in FTE* on a family policy)	£5,000	£0	£5,000	£0
	Death – under 18 (or under 23 if in FTE* on a family policy)	£2,000	£0	£2,000	£0
6	Medical Emergency Expenses and Repatriation	£10million	£75	£10million	£0
	Emergency dental treatment	£250	£75	£250	£0
7	Medical Inconvenience Benefit	£20 for every full 24 hours up to £1,000	£0	£20 for every full 24 hours up to £1,000	£0
8	United Kingdom Expenses	£500	£0	£500	£0
9	Personal Property	£2,500	£75	£5,000	£0
	Single article pair or set limit	£300	£75	£500	£0
	Valuables limit in total	£500	£75	£500	£0
	Sunglasses	£75	£0	£150	£0
	Prescription glasses	£200	£0	£200	£0
	Delayed Baggage	£50 for the first full 12 hours, then £50 for every full 24 hours thereafter up to £500	£0	£50 for the first full 12 hours, then £50 for every full 24 hours thereafter up to £500	£0

10	Personal Money and Documents	£500	£75	£500	£0
	Cash Limit	£250	£75	£250	£0
	Cash Limit – if under 18 (or under 23 if in FTE* on a family policy)	£50	£0	£50	£0
11	Loss of Passport	£200	£0	£200	£0
12	Personal Liability	£2million	£0	£2million	£0
13	Hijack	£100 per 24 hours, up to £1,000	£0	£100 per 24 hours, up to £1,000	£0
14	Mugging	£50 per complete day of inpatient treatment up to £500	£0	£50 per complete day of inpatient treatment up to £500	£0
15	Legal Costs and Expenses	£25,000‡	£0	£25,000‡	£0
16	Pet Care	£25 per day up to £150	£0	£50 per day up to £150	£0
17	Catastrophe	£500	£75	£500	£0
18	Withdrawal of Services	£20 per day up to £200	£0	£20 per day up to £200	£0
19a	Cruise Itinerary Change	£100 per port	£0	£100 per port	£0
19b	Room Cabin Confinement	£50 per completed day of cabin confinement up to £500	£0	£50 per completed day of cabin confinement up to £500	£0
19c	Unused Excursions	£300	£75	£500	£0
19d	Cruise Interruption	£1,000	£0	£1,000	£0
19e	Emergency Evening Wear	£100	£0	£100	£0
<b>Winter sports is only applicable to Annual Multi trip policies (if aged under 71)</b>					
20A	Winter Sports Equipment (owned)	£1,000	£75	£1,000	£0
	Single article pair or set (owned)	£250	£75	£250	£0
	Hired total	£250	£75	£250	£0
20B	Winter Sports Equipment Hire	£20 a day up to £300	£0	£50 a day up to £500	£0
20C	Winter Sports Pack	£75 a day up to £300	£0	£75 a day up to £300	£0
20D	Piste Closure	£20 a day up to £260	£0	£20 a day up to £260	£0
20E	Avalanche Delay	£250	£0	£250	£0
20F	Search and Rescue	£10,000	£0	£10,000	£0
20G	Physiotherapy	£200	£0	£200	£0
<b>OPTIONAL Cover (subject to additional premium and if shown on your Validation Certificate)</b>					
21	Gadget Cover	£1,000	£75	£1,000	£0

\*FTE means full time education.

‡ limited to £50,000 per policy.

## Definitions

Wherever the following words appear in bold print in this wording they will always have these meanings:

**Change in health:** a change in **your** state of health that occurs after the policy has been purchased. A change to **your** state of health includes:-

- any new condition, illness or injury that requires medication, advice or treatment; or
- a **pre-existing medical condition** where there is a change to medication, advice or treatment; or
- **you** undergoing tests or treatment or being placed on a waiting list for out/day/**inpatient** treatment, investigations or surgery.

**Civil unrest:** an act, including but not limited to the use of force, violence and/or 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 governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

**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. A senior manager or director of **your** business must agree to this.

**Common law partner:** a person living with another person as husband or wife (including same sex partner) at the same address for at least 6 consecutive months prior to the date of application.

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

**Country of residence:** the United Kingdom, Channel Islands or Isle of Man where all **insured persons** have lived for at least 6 of the last 12 months.

**Curtail/curtailment:** return early to **your home** or **you** are hospitalised as an **inpatient** abroad for at least 48 hours.

**Documents:** passport, visa, driving licence and travel tickets.

**Excess:** an amount deducted per **insured person**, per policy section for each incident which results in a claim.

**Excess waiver:** the reduction of the **excess** to zero.

**Gadget(s):** mobile/smart phones, satellite navigation systems (GPS), personal digital assistants (PDAs), computers, laptops, tablet computers, games consoles (including handheld consoles) and all accessories for these items.

**Golf equipment:** Golf clubs, golf balls, golf bag, golf trolley (electric or manual), golf shoes and waterproof clothing.

**Home:** **your** residential address in **your country of residence**.

**Immediate relative:** mother, father, sister, brother, wife, husband, **common law partner**, civil partner, fiancé/e, **your** children (including fostered), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, step-brother, step-sister, or legal guardian.

**Inpatient:** a hospital where an **insured person** is admitted and, out of medical necessity, occupies a bed for 2 or more nights.

**Insured person (s):** the person or people named on **your Validation Certificate**.

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

**Medical emergency service:** the 24 hour **medical emergency service** that gives immediate help in the event of **your** illness or injury arising outside **your country of residence** and who **you** must contact prior to receiving treatment if **you** are admitted to hospital or if any medical expenses are expected to exceed £350 or **you** need to **curtail** the trip due to medical reasons.

**Medical practitioner:** a registered practising member of the medical profession who is not related to **you** or to a **travelling companion**, or to anyone with whom **you** are intending to stay.

**Money:** bank currency notes and coins in circulation, traveller's cheques and **money**/postal orders.

**Personal Accident:** accidental bodily injury caused solely and directly by outward violent and visible means.

**Personal baggage:** **your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you**, including **your valuables**, for **your** individual use during **your** trip.

**Pre-existing medical condition:**

- Any past or current medical condition that has given rise to symptoms, or for which any form of treatment, or prescribed medication, medical consultation, investigation, or follow-up/check-up, has been required, or received, during the 2 years prior to the commencement of cover under this policy or anytime between the date **you** bought this policy and the date of departing on a trip; and/or,
- Any cardiovascular or circulatory condition (e.g. Heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm, brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy or anytime between the date **you** bought this policy and the date of departing on a trip.

**Public transport:** any publicly licensed train, coach, taxi, bus, aircraft or sea vessel on which **you** are booked to travel.

**Reasonable and customary costs:** costs that are incurred for necessary, approved, eligible medical services or supplies that do not exceed the average reimbursement the medical provider receives for all services rendered to its patients (for USA medical providers this is up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare). This plan will reimburse the actual charge billed if it is less than the reasonable and necessary cost. **We** retain discretionary authority to decide if a charge is reasonable and customary.

**Terrorism:** an act, including but not limited to the use of force, violence and/or 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 governments, committed for Political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

**Travelling companion:** the person with whom **you** have booked to travel on the planned trip. In the case of a tour, **travelling companion** shall mean the person(s) shown on **your** booking form.

**Unattended:** when **you** cannot fully see, or are not close enough to **your personal baggage**, money, property or vehicle to stop it being damaged or stolen.

**Validation Certificate:** The schedule of cover, which is issued to **you**.

**Valuables:** watches, jewellery, items made of or containing precious stones, semi-precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind,

camcorders and accessories, all photographic/ digital/ optical/ audio/ video media, mp3/4 players or similar and/or accessories, eBook readers, telescopes, binoculars, furs, leather goods, animal skins, and silks.

**We, us, our:** ERV trading as ETI International Travel Protection.

**Winter sports equipment:** Skis (including bindings), ski boots, ski poles and snow boards.

**You, your, yours, yourself:** each **insured person** named on the **Validation Certificate** issued with this document. Each person must be:

- a resident of the United Kingdom, Channel Islands, or Isle of Man for at least 6 of the last 12 months;
- registered with a doctor in the United Kingdom, Channel Islands, or Isle of Man;
- travelling from and returning to the United Kingdom, Channel Islands, or Isle of Man; and have paid the appropriate premium; and
- have a National Insurance number if you live in England, Scotland, Wales or Northern Ireland (if aged 16 or older).

## Period of insurance

The period of insurance is specified on **your Validation Certificate**. All trips must start from **your country of residence**. If **you** return to **your country of residence** is unavoidably delayed for an insured reason, cover will be extended for the period of the delay. No cover can be provided for trips that have already commenced at the start date of **your** policy except where **you** renew an existing annual multi-trip policy which fell due for renewal during the trip.

## Renewing your annual policy

Unless **you** have advised **us** that **you** do not want **your** annual multi-trip policy to be automatically renewed, or **you** no longer meet the eligibility criteria, Avanti will send **you your** renewal invitation 21 days before **your** renewal date which will include **your** premium for the next year based on **your** latest medical declaration.

If **you** renew on a continuous payment method, Avanti will automatically renew **your** policy each year using the payment details **you** have provided. Please contact Avanti prior to **your** renewal date if **you** wish to renew using a different payment method and/or if **you** need to update **your** medical conditions or personal circumstances. Failure to notify Avanti of any change in **your** medical conditions, or personal circumstances may invalidate the cover provided.

## Single trip policies:

### Cancellation section

Cover under the cancellation section starts from the date of issue of the **Validation Certificate** and ends on commencement of the planned trip.

### All other sections

For all other sections, cover starts when **you** leave **your home** or business (whichever is the later) to commence the trip and ends on whichever occurs first of the following:

1. The expiry of the period of cover; or
2. **Your** return **home** as planned, at the end of the trip; or
3. **Your** first return **home** prior to the planned return at the end of the trip.

Cover is included whilst travelling directly from **your home** or business (whichever is the later) to **your** departure point and back again when **you** return, limited to a maximum of 24 hours in each direction.

Claims will only be paid where the policy has been purchased to cover the whole duration of **your** trip even if the incident **you** are claiming for happens during the part of the trip **you** have covered.

For the maximum trip durations permitted under **your** single trip policy, please see Age Limits on page 16.

## Annual multi-trip policies:

### Cancellation section

Cover under the cancellation section starts from either the commencement date on **your Validation Certificate** or the time and date at which each trip is booked (whichever is the later), and ends on whichever occurs first of the following:

1. The commencement of each trip; or
2. The expiry of the period of cover.

Cancellation cover for trips booked to commence outside the period of cover is limited to the geographical region shown on **your Validation Certificate**.

### All other sections

for all other sections cover starts when **you** leave **your home** or business (whichever is the later) to commence each trip and ends on whichever occurs first of the following:

1. The expiry of the period of cover; or
2. **Your** return **home** as planned, at the end of each trip; or
3. **Your** first return to **your country of residence** prior to the planned return at the end of each trip.

Cover is included whilst travelling directly from **your home** or business (whichever is the later) to **your** departure point and back again when **you** return, limited to a maximum of 24 hours in each direction.

The total length of any one trip on an annual multi-trip policy is limited to the maximum number of days shown on **your Validation Certificate**. The annual multi-trip policy only covers trips within **your country of residence** provided that **you** have pre-booked accommodation for 2 or more nights in a row which has been paid for or is contracted to be paid for. If **your** policy renews during a trip then the maximum limit applies to the whole trip. Claims will only be paid when the duration of **your** trip falls within the maximum trip duration shown on **your Validation Certificate** even if the incident **you** are claiming for happens during the part of the trip **you** have covered.

For the maximum trip durations permitted under **your** annual multi-trip policy, please see Age Limits on page 16.

## Important Declaration

Anyone named under this policy must have read this important declaration and understood the terms, conditions and exclusions relating to the health of **you** and anyone else upon whom **your** trip depends.

This policy contains health restrictions that apply to **your** cover under certain sections of this policy. **Your** policy can only provide cover in respect of an accident or illness which is sudden, unforeseen and beyond **your** reasonable control. Cover is excluded for **pre-existing medical conditions** unless **all** conditions are disclosed to **us** and **we** agree cover.

### 1) No cover under certain sections

**You** will not be covered under section 1 – Cancellation, section 2 – **Curtailement**, Section 5 – **Personal Accident**, section 6 – Medical Emergency Expenses and Repatriation, section 7 – Medical Inconvenience Benefit and section 8 – United Kingdom expenses, for:

#### A) Any claim arising directly or indirectly from:

1. Any past or current medical condition that has given rise to symptoms, or for which any form of treatment, or prescribed medication, medical consultation, investigation, or follow-up/check-up, has been required, or received, during the 2 years prior to the commencement of cover under this policy and/or prior to any trip.
2. Any cardiovascular or circulatory condition (e.g. Heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm or brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any trip.

This is unless **you** have contacted **us** on **01376 560 800** or completed an online medical screening at [www.avantitravelinsurance.co.uk](http://www.avantitravelinsurance.co.uk) and **we** have agreed, in writing, to cover **your** medical condition(s).

If **you** fail to declare any medical conditions, any claims arising from all medical conditions or linked conditions that would fall under 1 or 2 above will be excluded from cover.

#### B) Applying only at the time of buying your policy or prior to booking any trip (whichever is later)

Any claim arising directly or indirectly from:

1. Any medical condition for which **you**, an **immediate relative** or a **travelling companion** have received a terminal prognosis; or
2. Any medical condition which **you** are aware of but for which **you** have not had a diagnosis; or
3. Any medical condition, or set of symptoms for which **you** are on a waiting list for or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

#### C) Applying throughout the duration of your policy

Any claim arising directly or indirectly from:

1. Any medical condition **you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite which **you** still travel.
2. Any surgery, treatment or investigations for which **you** intend to travel outside of **your home** area to receive (including expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures).
3. Any medical condition for which **you**, an **immediate relative** or a **travelling companion** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.

4. Any medical condition for which **you** will be receiving, or are awaiting, dialysis, radiotherapy, or chemotherapy.
5. **You** or a **travelling companion** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

## 2) Changes to your health after purchasing or renewing your policy

If, after purchasing or renewing **your** policy but before departing on **your** trip or booking another trip, there is a change in **your** declared and accepted medical condition(s) or development of a new condition for **you** or anyone insured under this policy, which would fall under this important declaration, **you** must contact **us** on **01376 560 800** as soon as possible. **We** will assess the **change in health** and confirm if cover for the medical conditions can continue for further trips. If **we** can continue to offer **you** cover there may be a further charge applied in order to cover this change or new condition. If **we** cannot continue to offer **you** cover, **you** can either submit a cancellation claim if **you** have booked and paid for a trip that **you** have not yet made; or cancel **your** policy and **we** will send **you** an appropriate refund as long as **you** have not travelled or made a claim.

If **you** fail to declare a **change in health**, claims arising from all conditions or linked conditions may not be paid.

## 3) Anyone that your trip depends on

An **immediate relative** who is not travelling with **you**, a **travelling companion** not insured by this policy, or the person **you** are intending to stay with, may have a **pre-existing medical condition**.

Cover under section 1 – Cancellation and section 2 – **Curtailement** is only extended to cover claims relating to these **pre-existing medical conditions** if the person's **medical practitioner** is able to confirm that at the time **you** bought the policy or booked the trip (whichever is later), he/she would have confirmed that he/she would not have seen any substantial likelihood of his/her patient's condition deteriorating to such a degree that cancellation or **curtailement of your** trip would become necessary. If the **medical practitioner** cannot confirm this in writing, **your** claim will not be covered.

## 4) Pregnancy

Normal pregnancy, without any accompanying bodily injury, illness, disease or complication is not covered under this policy. This policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event. Cover can only be considered where there is a **complication of pregnancy** or if **you** were unaware of the pregnancy at the time of purchasing the insurance or booking a trip (whichever is later) and **you** are advised not to travel by a **medical practitioner**.

Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that **you** check with them or with any other transport provider before **you** book the trip. Please also ensure that **your medical practitioner** and midwife are aware of **your** travel plans, that there are no known complications and that **you** are not travelling against any medical advice. **We** have the right to request a medical certificate to confirm this.

## Cancellation of your policy

If, having examined **your** policy wording, **you** decide the insurance does not meet **your** needs, **you** can cancel the insurance within 14 days from the date **you** receive the policy wording, and

**we** will refund the premium provided **you** have not taken a trip to which the insurance applies, and **you** have not made, or intend to make a claim. The premium will be refunded in full less any transaction and postage fee.

After the 14 days **you** may cancel the policy at any time by contacting **us**, but no refund of premium will be available. To request cancellation of **your** policy within the 14 days then please contact Avanti on **01376 560800**, email [enquiries@avanti.co.uk](mailto:enquiries@avanti.co.uk) or write to the address below, confirming that **you** would like to cancel **your** policy and whether there are any claims that have been made or are pending against **your** policy:

Customer Service Department  
Avanti travel insurance  
McGowan House  
10 Waterside Way  
The Lakes  
Bedford Road  
Northampton  
NN4 7XD

### **Cancellation by us;**

If **you** fail to satisfy the terms of **your** policy, **we** may choose to cancel **your** policy during the period of insurance by giving **you** 7 days written notice of cancellation to the last address **you** provided **us** with. Examples of when **we** may cancel include but are not limited to **you** not paying a premium when due, or **us** discovering that **you** are no longer eligible for cover (such as no longer living in the United Kingdom).

### **Geographical limits**

This policy only provides cover for the following trips:

**United Kingdom** (single trip policies only): covers trips to, from, and within the United Kingdom, other than trips by Channel Islands or Isle of Man residents to other parts of the United Kingdom, and trips by other United Kingdom residents to the Channel Islands or Isle of Man.

**Europe Excluding:** Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Moldova, Monaco, Netherlands, Norway, Poland, Portugal (including Madeira), Republic of Ireland, Romania, Russia, San Marino, Serbia/Montenegro, Slovakia, Slovenia, Sweden, Switzerland, Ukraine and Vatican City.

**Europe Including:** Europe excluding plus Cyprus, Egypt, Greece, Malta, Morocco, Spain, Tunisia and Turkey.

**Worldwide Excluding:** All countries excluding Bermuda, Canada, the Islands of the Caribbean, China, Hong Kong, Mexico, Thailand & the United States of America.

**Worldwide Including:** All countries of the world.

## Age limits

### Single trip policies

Cover applies for the duration of **your** trip as stated in **your Validation Certificate** provided it does not exceed a maximum of 104 days. There is no upper age limit if **you** have purchased single trip cover.

### Long stay policies

Cover applies for the duration of **your** trip as stated on **your Validation Certificate** provided it does not exceed a maximum of;

Age	Europe all countries	WW excluding	WW including
0-65	550 days		
66-70	366 days	276 days	184 days
71-75		184 days	123 days

### Annual multi-trip

This policy provides cover for any number of return holidays or journeys during the period of insurance beginning and ending in **your country of residence**. **We** will only provide cover for up to:

Age	Annual Multi-Trip	
0-70	Maximum 50 days in any one trip	183 days in total
71-85	Maximum 35 days in any one trip	

- Irrespective of the number of individual trips you take in each period of cover, you must not exceed 183 days abroad.
- Trips solely within your home country are only insured if you have at least two consecutive nights paid accommodation.

Winter sports cover is limited to 17 days per policy year and is only available if **you** are aged up to 70 years.

Family cover applies to **you** and **your** husband/wife or **common law partner**/civil partner plus up to four dependent children of either of **you**, under the age of 19 or under the age of 23 years in full time education and all permanently residing with **you**. Adults travelling under this policy may travel independently. **Your** dependent children are only covered when travelling with a responsible adult for the duration of the trip.

## Sports and activities

This policy provides cover for claims directly or indirectly resulting from participation in certain sports and activities as set out below provided that:

1. **Your** participation in the sports and activities concerned is on a recreational and non-professional basis;
2. **You** comply with all local laws and regulations; and
3. **You** comply with the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads).

**We** will not pay any claim directly or indirectly resulting from participation in professional or organised sports, racing, speed or endurance tests.

## Sports and activities covered

Participation in the following sports and activities is covered at no additional premium and without the need for prior declaration.

Cover is provided whilst participating in these sports and activities under all sections of the policy except the personal property section (unless otherwise agreed).

Any marked with ‡ are not covered under the **personal accident** section, any marked with \* are not covered under the personal liability section:

Aerobics/Pilates/yoga, archery\*, badminton, banana boating, baseball, basketball, beach games, body boarding/boogie boarding (only on inland waters or coastal waters)\*, bungee jump‡, camel/elephant riding, clay pigeon shooting\*, climbing (on climbing wall only), cricket, cycling (excluding BMX and mountain biking)\*, dinghy/hobie cat sailing (only if wearing a life jacket and inside territorial waters)\*, flying as a passenger in an aircraft (private plane, small aircraft, glider or helicopter)‡, football/soccer, fruit or vegetable picking (under 3 metres), go karting\*, golf, gym – fitness, hiking/fell walking/rambling/trekking up to 2,500m altitude, horse riding (maximum 7 days, no polo, hunting or jumping)\*, hot air ballooning, hydro zorbing, ice-skating (rink only), jet skiing\*, martial arts (non-contact training only), motorcycling (maximum 125cc, with appropriate license held) \*‡, non-manual work (excluding animal sanctuary/refuge work)\*, paintballing\*, parascending/parasailing (over water), pony trekking, rafting/canoeing/kayaking (including white water up to grade 3 and inside territorial waters)\*, roller skating/blading/in-line skating (no stunts), safari (not involving use of firearms), sailing (including yachting and catamaran, only if wearing a life jacket and only inside territorial waters)\*, scuba diving (please see below), shark diving (in a cage)‡, skydiving (one jump and tandem only)‡, sledging/sleigh riding (as a passenger only, pulled by horse, reindeer or dogs), snorkeling, surfing\*, swimming, swimming with dolphins, Sydney harbour bridge walk, tennis, trampolining, tree top trekking, tubing/ringos, water skiing (no jumping)\*, wind tunnel flying ‡, windsurfing/board sailing\*, zorbing.

## Scuba diving conditions

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

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

Other qualifications may be accepted but must be declared to **us** prior to travel. If **you** do not hold a diving qualification, **we** will only cover **you** to dive to a maximum depth of 18 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

## Winter sports activities

If **you** have purchased an annual multi-trip policy and are aged under 71, **you** will be covered for:

Big foot skiing, cross country skiing (recognised paths), glacier skiing, heli-skiing/-boarding, langlauf, mono-skiing, off-piste skiing (with a professional guide within a recognised ski resort), skidoo, skiing, ski touring, sledging, snowboarding, snow mobiling, snow shoeing, snowcat skiing, tobogganing. Winter sports cover is limited to 17 days per policy year.

### Sports and activities not covered

**We** may be able to offer cover for other sports and activities which are not listed above. If **you** plan to participate in a sport or activity that is not listed above **you** should contact Avanti on **01376 560 800**.

**We** will not pay any claims arising from **your** participation in any sports and activities other than those listed above unless **you** have told **us** or Avanti about **your** planned participation and **we** have agreed to provide cover for such sport or activity under this policy.

### 24 hour Medical Emergency Service

Important – Please quote reference Avanti travel ERV.

**Our medical emergency service** provides immediate help in the event of **your** illness or injury arising outside **your country of residence**. They provide a multi-lingual emergency service 365 days a year and can be contacted by telephone 24 hours a day.

If **you** have an emergency during **your** trip and require medical treatment whilst outside the United Kingdom which necessitates **inpatient** treatment or costs likely to exceed £350, or if **your** journey is cut short (**curtailment**) or **you** have to return early to the United Kingdom, **you** must phone the **medical emergency service** as soon as possible. When contacting them, **you** will need to quote **your** policy number and confirm that **you** have an Avanti policy insured by ERV.

When **you** call the **medical emergency service** it is a condition of service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem.

The service includes, where necessary:

1. Multi-lingual assistance with doctors and hospitals.
2. Repatriation arrangements by escort by a medical attendant.
3. Travel arrangements for other members of **your** party or **your immediate relative**.
4. On arrival in **your country of residence**, an ambulance service to hospital or **your home**.

If **you** need to contact the **medical emergency service** please telephone: **+ 44 1403 288 121**.

If **you** are in the USA, or Canada, please telephone the **medical emergency service** helpline number: **1-833-251-8487 (toll free)**.

If **you** are in the USA, or Canada and contact **us** prior to visiting a medical facility, **we** will be able to assist **you** in getting the most appropriate care required.

### A note to all insured persons, doctors and hospitals

This is not a private medical insurance policy. If any medical treatment is needed, **you** must tell **us** immediately or **we** may not guarantee medical expenses. If **you** need any medical treatment, **You** must allow the **medical emergency service** to see all of **your** medical records and information.

### Important note

For medical expenses incurred in the United States of America (USA), ERV will only pay for reasonable and necessary emergency treatment, surgery, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then ERV will pay a maximum amount of 150% of the USA Medicare rate.

## Reciprocal health agreements

### In Europe:

If **you** are a United Kingdom resident **you** are entitled to medical treatment which becomes necessary when temporarily visiting countries in the European Union (EU), Iceland, Liechtenstein, Norway or Switzerland free of charge or at a reduced cost by using the European health insurance card (EHIC). **You** can apply for an EHIC for **your** spouse/partner and any children up to the age of 16 (or 19 if they are in full time education) at the same time as applying for **your** own. **You** can apply online at [www.ehic.org.uk](http://www.ehic.org.uk) or by calling 0300 330 1350.

If **you** use **your** EHIC in an applicable country, **we** will not deduct the **excess** under the medical emergency expenses and repatriation section.

### In Australia and non-EEA countries and territories:

There are reciprocal medical treatment arrangements for United Kingdom nationals travelling in Australia.

If **you** need medical treatment in Australia, **you** should enrol with a local Medicare office. **You** do not need to enrol when **you** arrive, but **you** should do this after the first occasion **you** receive treatment. **Inpatient** and out-patient treatment at a public hospital will then be available free of charge or at a minimal cost. Details of how to enrol and the free treatment available can be found by visiting the Medicare website [www.humanservices.gov.au/customer/subjects/medicare-services](http://www.humanservices.gov.au/customer/subjects/medicare-services).

The United Kingdom also has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at [www.nhs.uk/nhsengland/healthcareabroad](http://www.nhs.uk/nhsengland/healthcareabroad).

### How to make a claim/claims conditions

Please read this section carefully as it sets out the conditions which apply in the event of a claim or a possible claim. If **you** do not comply with any of the requirements set out below, **we** shall not be liable to pay any claim which may arise.

#### Claims cooperation

**You** shall provide assistance and cooperate with **us** or **our** representatives in obtaining any records **we** or they feel necessary to evaluate the incident or claim.

**You** shall provide **us** or designated representatives, all information, documentation, medical information that **we** or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

If **we** require any information, evidence, documentation, medical information, receipts or bills, these must be obtained by **you** at **your** expense.

Following notification of a claim, **you** shall provide, when asked, all authorisations necessary to obtain **your** medical records. **We** have the right to have **you** examined by a physician or an expert of **our** choice, and at **our** expense, when and as often as **we** may reasonably request. If **we** require a medical examination, **you** must agree to this. In the event of death, **we** are entitled to a post mortem examination.

### **Claims conditions**

When something happens which is likely to give rise to a claim under this policy, **you** must notify Avanti claims in writing as soon as reasonably possible after it happens and, in any case, within 28 days from the date of return to the United Kingdom. Such notice shall include full details of the event.

In order to notify **us** of a claim under any section of this policy except section 15, **you** should contact Avanti claims on telephone: **01403 288 122**.

To notify **us** of a claim under section 15 of this policy please telephone **0117 934 0548**.

### **Medical emergency claims conditions**

If **you** have an emergency during **your** trip and require medical treatment whilst outside the United Kingdom which necessitates **inpatient** treatment or costs likely to exceed £350, or if **your** journey is cut short (**curtailment**) or **you** have to return early to the United Kingdom, **you** must phone the **medical emergency service** as soon as possible. If medical treatment is needed, **you** must tell **us** immediately and **you** must allow the **medical emergency service** to see all **your** medical records and information.

When **you** call the **medical emergency service**, they shall be solely responsible for all decisions on the most suitable and reasonable solution to any medical problem. If **you** do not follow their decisions, **we** may not pay **your** claim.

If **you** need to contact the **medical emergency service** please telephone: **+ 44 1403 288 121**.

If **you** are in the USA, or Canada, please telephone the **medical emergency service** helpline number: 1-833-251-8487 (toll free)

If **you** are in the USA, or Canada and contact **us** prior to visiting a medical facility, **we** will be able to assist **you** in getting the most appropriate care required.

## Making yourself heard

**We** know that sometimes, no matter how hard **we** try, **we** don't always get it right. If **we** give **you** cause for complaint, it's important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care.

When this happens, **we** want to hear about it so that **we** can try to put things right.

### Step one:

#### Initiating your complaint

Does the complaint relate to:

- A. The sale of **your** policy?
- B. A claim on **your** policy?

If A, **you** can write to:

Customer Services Manager  
 Avanti travel insurance  
 McGowan House  
 10 Waterside Way  
 The Lakes  
 Bedford Road  
 Northampton  
 NN4 7XD  
 Email: [complaints@avanti.co.uk](mailto:complaints@avanti.co.uk)  
 Telephone: 01376 560844

If B, **you** can write to:

The Managing Director  
 ERV/ETI International Travel Protection  
 Afon House, Worthing Road, Horsham,  
 West Sussex RH12 1TL  
 Email: [contact@erv.co.uk](mailto:contact@erv.co.uk)

If **you** wish to complain under section 15 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 **you** are not satisfied, **you** can take the issue further.

### Step two:

#### If you remain dissatisfied you may refer your case to:

The Financial Ombudsman Service  
 Exchange Tower  
 London E14 9SR

Phone: 0800 023 4567 (free for people phoning from a “fixed line”, i.e. A landline at **home**) or 0300 123 9123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services.

It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

Please note that **you** have six months from the date of **our** final response in which to refer **your** complaint to the FOS. Referral to the FOS does not affect **your** right to take legal action.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to Compensation from the financial services compensation scheme. Information about The scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100 or 0207 741 4100**.

## Data protection

### Introduction

Please make sure **you** read and understand this data protection notice as it explains to **you** what **we** will do with the information **you** give **us** if **you** apply for **our** products and /or services. It is highly likely that **we** will need both personal and sensitive data about **you** and anyone else who is covered by this application and who is also to be covered under the policy, in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person who is covered under **your** insurance policy. If **your** application includes other individuals then **we** will assume they have given their consent to **you** to give their information to **us**.

### Protection of your Personal Data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us**, either in respect of **yourself** or other individuals in connection with **our** products, will be treated in strictest confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within **our** group of companies) or **our** agents.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **your** behalf. Some of these companies may be based outside the European Union in countries which may not have the legislation or laws to protect **your** personal data but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided. To ensure that **your** personal data is kept securely should it leave the European Union and be passed to a company outside of that **we** will ensure that **we** have entered into a model clause agreement with that company to ensure **your** personal and sensitive data is kept safe and secure.

## General Conditions

These general conditions apply to all sections of the policy.

1. At the time of purchasing this insurance **you** will have been asked questions to enable **us** to assess **your** risk. These may include but are not limited to questions about **your** state of health or that of an **immediate relative** or any planned sports or activities. **You** must take reasonable care to answer these questions completely and accurately. If the answers given change after the policy is purchased **you** must notify **us** of this change. Any failure to answer the questions completely, accurately or honestly, or to inform **us** of any change, may result in **your** policy being declared void, or being cancelled. **We** may refuse to pay **your** claim in full or in part, or **we** may revise the premium due or **we** may change any **excess**, or the extent of **your** cover under the policy may be affected.
2. Under some sections there is an amount deducted (an **excess**) per incident, which applies to each **insured person** involved in an incident, as do the limits under each section.
3. **We** will not pay for any loss which has not been proven or evidenced.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. If **you** make a fraudulent claim under this policy or if **your** claim is fraudulent in any way or if any fraudulent means are used to obtain a benefit under this policy:
  - a. All benefit under the policy will be forfeited;
  - b. **We** are not liable to pay the claim;
  - c. **We** may recover from **you** any sums **we** have paid under the policy;
  - d. **We** may cancel the policy from the time of the fraudulent act;
  - e. **We** may not refund any premium; and
  - f. **We** may inform the Police of the circumstances.
6. The original **Validation Certificate** must be produced before any claim is paid. **We** will not pay any claim without this document.
7. **You** must not make any payment; admit liability, offer or promise to make any payment without written consent from **us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
9. **We** may at any time pay to **you our** full liability under the policy after which no further payments will be made in any respect.
10. If at the time of making a claim there is any other insurance covering the same risk, **we** will not be liable for **your** claim (unless the individual sections of the policy provide otherwise).
11. **You** must assist **us** to obtain or pursue a recovery or contribution from any third party or other insurers (including the Department of Work and Pensions) by providing all details required and by completing any necessary forms.
12. **We** and **you** do not intend any term of this contract to be enforceable by any third party in accordance with the Contracts (Rights of Third Parties) Act 1999.

## General Exclusions

This policy does not cover the following:

1. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;

- b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
- c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section of this policy;
2. Any claim arising from **you** failing to take medication as prescribed by **your medical practitioner**.
3. Any claim for the cost of elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital.
4. Any claim arising from sexually transmitted infections.
5. Any claim arising from **your** suicide or attempted suicide or deliberately injuring **yourself**.
6. Any claim arising from **you** being under the influence of drink or drugs (unless prescribed by a **medical practitioner**), drug addiction, and solvent abuse.
7. Any claim arising from **your** jumping from vehicles, balconies or buildings or any other self-exposure to needless risk (unless **your** life is in danger or **you** are trying to save someone's life).
8. Any claim arising or resulting from **you** being involved in any malicious, reckless, illegal or criminal act including **your** failure to comply with the laws applicable to the country in which **you** are travelling.
9. Any claim where the terms shown under 'sports and activities' requirements have not been followed.
10. Any claim arising from air travel within 24 hours of scuba diving.
11. Any claim arising as a result of **you** driving a motor vehicle, riding a motorcycle or mechanically assisted bicycle, unless **you** have an appropriate licence, are insured under a motor insurance policy, are following the local safety laws and, in respect of motorcycling, the engine capacity is 125cc or lower or if **you** are not wearing a helmet. Quad biking is not covered at any time.
12. Any claim where **you** are not wearing a seatbelt when traveling in a motor vehicle, where a seatbelt is available.
13. Any claim arising as a result of **your manual work**.
14. Any claim arising from the bankruptcy/liquidation of any tour operator, travel agent or transportation company.
15. Any other loss connected to the event **you** are claiming for, unless **we** specifically provide cover under this policy. For example, loss of earnings due to being unable to return to work following injury or illness occurring whilst on a trip, or for the cost of replacing locks if keys are lost whilst on a trip.
16. Any costs recoverable from another source (unless the individual sections of the policy provide otherwise).
17. Any costs incurred by, or on behalf of, any person who is not insured by this policy.
18. Any costs for any management fees, maintenance costs, or exchange fees associated with timeshares and similar arrangements.
19. Any claim directly or indirectly caused by or contributed to, or arising from:
  - a. Ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b. The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c. Pressure waves from aircraft and other flying objects travelling faster than the speed of sound;

20. Any payment which **you** would normally have made during **your** travels, if nothing had gone wrong.
21. Any claim arising as a result of the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under the **personal accident**, medical emergency expenses and repatriation, medical inconvenience benefit and United Kingdom expenses sections).
22. Any claim arising as a result of **your** travel to a country or specific area or event to which the travel advice unit of the foreign and commonwealth office ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)) or the world health organisation ([www.who.int](http://www.who.int)) has advised the public not to travel.
23. Any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason.
24. Any claim arising from **your** failure to obtain the required passport or visa.
25. Any claim arising as a result of war, risk of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, **civil unrest** or commotion assuming the proportions of or amounting to an uprising, military or usurped power. This exclusion shall not apply to losses under section 5 - **personal accident**, section 6 – medical emergency expenses and repatriation and section 7 - medical inconvenience benefit unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any trip.
26. Any claim arising as a result of **terrorism**. This exclusion shall not apply to losses under sections 2, 3, 4 and 17 unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any trip.
27. Any claim arising from the act of any **insured person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in war and **civil unrest** or **terrorism**.
28. Any claim arising from the act of any **insured person** voluntarily entering an area known at the time to be subject to war and **civil unrest** or against the advice of the foreign and commonwealth office. See [www.fco.gov.uk](http://www.fco.gov.uk).

## Section 1 - Cancellation

### You are covered

Up to the amount shown on the summary of cover table for **your** proportion of costs only if **your** travel, accommodation or, pre-booked excursions up to £250, are cancelled before **your** departure from **your country of residence** (including ski hire, ski school, lift passes for winter sports trips, for annual multi-trip policyholders only aged under 71 years), which have not been used and which **you** have paid, or are contracted to pay, providing the cancellation is necessary and unavoidable due to:

1. The unforeseen death or disablement by bodily injury, illness or being subject to quarantine of:
  - a. **You**; or
  - b. An **immediate relative** of **yours**; or
  - c. A **travelling companion**; or
  - d. Any person **you** are intending to travel to or stay with; or
  - e. A **close business associate** of **yours**.
2. **You** or a **travelling companion** discovering that **you/they** are pregnant after the date of issue of this policy or the date the trip was booked (whichever was the later), if the booked

return date is within 12 weeks (16 weeks for a multiple birth) of the expected date of delivery, or **complications of pregnancy**;

3. **You** or a **travelling companion** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a court of law;
4. **Your** redundancy or the redundancy of a **travelling companion**, provided that:
  - a. **You/they** have been employed for 2 continuous years with the same employer at the time of being made redundant;
  - b. **You/they** are under the normal retirement age for someone holding that position;
  - c. **We** are informed in writing immediately and notification of redundancy is received; and
  - d. **You** were not aware of the impending redundancy at the time the policy was issued or the trip booked, whichever was the earliest.
5. **Your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or **civil unrest**, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
6. **Your** passport, or the passport of **your travelling companion** being stolen during the 7 days before **your** departure date;
7. A government directive prohibiting all travel to the country or area **you** were planning to visit, as a result of an earthquake, fire, flood or hurricane.
8. **You** are a member of the armed forces, police, fire, nursing or ambulance services and **you** have to stay in **your country of residence** because of an emergency or **you** are posted overseas unexpectedly.

#### **You are not covered**

**You** are not covered unless **you** fulfil the following condition:

1. **You** must report any theft of passport to the necessary authorities within 48 hours, including but not limited to, the Police and Her Majesty's Passport Office, and a written report obtained.

**You** are not covered if:

1. **You** decide **you** no longer want to travel.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
  - c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section of this policy.
3. Any claims arising due to a medical condition where a **medical practitioner** did not confirm that cancellation of the trip was necessary prior to the trip being cancelled.
4. Anything caused directly or indirectly by:
  - a. Any increased charges which are incurred due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel; or
  - b. Prohibitive regulations by the government of any country;

5. Claims of air passenger duty (APD) (which can be reclaimed by **you** through **your** travel agent or airline).
6. The cost of any visa required in connection with **your** trip.
7. Avios awards, loyalty card vouchers or points or unused timeshare points, membership/maintenance fees, air miles or similar promotions.
8. Anything mentioned in the General Exclusions section of this policy.

## Section 2 - Curtailment

The **medical emergency service** must be contacted immediately in the event of an injury, illness or hospitalisation, where repatriation to **your country of residence** has to be considered.

### You are covered

Up to the amount shown on the summary of cover table for:

1. The unused portion of **your** travel and/or accommodation arrangements which were paid for before **your** departure from **your country of residence** (including ski hire, ski school, lift passes, for annual multi-trip policyholders only aged under 71 years, none of which have to be paid for before **your** departure from **your country of residence**), including reasonable extra travel costs if it is necessary for **you** to **curtail your** trip due to:
  - a. The death, severe injury or serious illness of:
    - i. **You**; or
    - ii. An **immediate relative** of **yours**, resident in **your country of residence**, or
    - iii. A **travelling companion**; or
    - iv. A **close business associate** of **yours**;
  - b. **Complications of pregnancy** of **you** or a **travelling companion**; or
  - c. **Your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or **civil unrest**, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business; or
  - d. **You** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of a **travelling companion**.

These proportionate values will be calculated from the date of return to **your country of residence** and/or for the period **you** are hospitalised as an **inpatient** abroad.
2. Reasonable additional travelling expenses incurred by **you** for returning to **your country of residence** (on the same basis as **your** original booking) earlier than planned for a reason stated under part 1 of **you** are covered under this section.
3. Up to £200 per **insured person** for unused travel and /or accommodation arrangements which were paid for before **your** departure from **your country of residence** if **you curtail your** trip due to an act of **terrorism** provided:
  - a. The act of **terrorism** occurs within 10 miles of the holiday accommodation that **you** are staying in at the time of the incident and results in the death of 5 or more people; and
    - i. **You** are an independent traveller and have at least 50 percent of **your** trip remaining or a minimum of 2 days, whichever is the greater; or
    - ii. **Your** holiday provider organises **your** early return to **your country of residence** but does not provide any settlement for unused accommodation arrangements.

**Please note:** the **medical emergency service** only assists with **curtailment** due to medical reasons, not for the other reasons listed under this section.

### **You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must contact the **medical emergency service** immediately in the event of an injury, illness or hospitalisation, where repatriation to **your country of residence** has to be considered.
2. **You** must report a theft of passport to the necessary authorities within 48 hours, including but not limited to, the Police and Her Majesty's Passport Office, and a written report obtained.
3. **You** must provide written evidence of the location of the act of **terrorism** in relation to **your** booked holiday.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
  - c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section of this policy.
3. Claims that are not confirmed as medically necessary by the **medical emergency service** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip.
4. Additional travelling expenses incurred which are not authorised by the **medical emergency service** where appropriate.
5. The cost of **your** original return trip if this has already been paid and **you** need to **curtail your** journey.
6. The cost of any visas required in connection with **your** trip.
7. Loss of enjoyment.
8. Avios awards, loyalty card vouchers or points or unused timeshare points, membership/maintenance fees, air miles or similar promotions.
9. Any additional travel expenses where **you** had no pre-booked return journey.
10. Any costs that are recoverable from any hotel or accommodation provider.
11. Any claim arising as a result of an act of **terrorism** other than under part 3 above.
12. Anything mentioned in the General Exclusions section of this policy.

## **Section 3 - Missed Departure**

This section does not apply to trips within **your country of residence** (except for trips between the United Kingdom, Isle of Man and the Channel Islands).

### **You are covered**

Up to the amount shown on the summary of cover table for:

1. Necessary accommodation and travelling expenses (not including food, drink and telephone expenses) incurred in reaching **your** booked destination if:

- i. The vehicle **you** are travelling in breaks down; or
- ii. The vehicle **you** are travelling in is involved in an accident; or
- iii. **You** are delayed as a result of a major incident on a motorway; or
- iv. The **public transport** being used is delayed;

Resulting in **you** arriving at **your** departure point too late to commence **your** booked journey from or to **your country of residence**.

**Please note:** for residents of Northern Ireland, this section also applies to an international departure point within the Republic of Ireland.

2. Necessary accommodation and travelling expenses (not including food, drink, and telephone expenses) incurred in returning to **your country of residence** if:
  - i. **You** are delayed as a result of road closures due to an act of **terrorism**; or
  - ii. The **public transport** being used is delayed or cancelled due to an act of **terrorism**;

Resulting in **you** arriving at **your** departure point too late to commence **your** booked return journey to **your country of residence**.

### **You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must supply **us** with:
  - a. A letter from the **public transport** provider confirming that the service did not run on time and the reason for the delay;
  - b. Written confirmation of the delay from the authority that attended the accident or breakdown affecting the car **you** were travelling in;
  - c. Written confirmation from the Police or motoring authorities (e.g. Highways Agency) to confirm a major incident on a motorway causing delays or closure on the motorway or road closures due to an act of **terrorism**.

**You** are not covered if:

1. Sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent.
2. **You** have not arrived at the departure point within 24 hours of leaving **your home**.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. Any delay caused by a riot, **civil unrest**, strike or industrial action which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued.
3. Additional expenses where the **public transport** operator has offered reasonable alternative travel arrangements.
4. Anything mentioned in the General Exclusions section of this policy.

## **Section 4 - Travel Delay and Abandonment**

This section does not apply to trips within **your country of residence** (except for trips between the United Kingdom, Isle of Man and the Channel Islands).

### You are covered

1. For the benefit shown on the summary of cover table (regardless of the number of incidents of delay), if **you** flight, sea crossing, coach or train departure is delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket); or
2. Up to the amount shown on the summary of cover table for **your** proportion of costs for **your** travel, accommodation or pre-booked excursions (including ski hire, ski school and lift passes for annual multi-trip policyholders only aged under 71 years) which have not been used and which **you** have paid, or are contracted to pay if **you** abandon **your** trip as a result of **your** flight, sea crossing, coach or train departure from **your** final international departure point in **your country of residence** being delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket).

Cover is provided for 1 and 2 if the delay is as a result of:

- a. Strike or industrial action; or
- b. Adverse weather conditions is the underlying and continuing cause; or
- c. Mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel; Provided that when this policy was purchased or the trip was booked (whichever is the later), there was no reasonable expectation that the trip would be affected by such cause.

Cover under part 1 is also extended to provide cover if the delay is due to an act of **terrorism** affecting **your** return journey to **your country of residence**.

**Please note:** for residents of Northern Ireland, this section also applies to an international departure point within the Republic of Ireland.

### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must check in for flights, sea crossing, coach or train departures before the intended departure time.
2. **You** must obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. Any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of an appropriate transport authority in any country, unless this is due to an act of **terrorism**. For example, the civil aviation authority or the port authority.
3. Any claims arising from actual, or planned strike or industrial action which was common knowledge at the time **you** booked the trip, purchased, or renewed this policy (whichever is the later).
4. Costs recoverable if **you** abandon the trip.
5. Any costs incurred as a result of **you** missing a connecting flight.
6. Any claim that results from volcanic ash.
7. Anything mentioned in the General Exclusions section of this policy.

## Section 5 - Personal Accident

### You are covered

For the benefits shown on the summary of cover table, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **your**:

1. Death; or
2. Physical loss of, or permanent and total loss of use of, one or more limbs at or above the wrist or ankle; or
3. Complete and irrecoverable loss of sight in one or both eyes; or
4. Permanent total disablement which prevents **you** from attending to any business or occupation in any capacity for a period of 12 months and which, in the opinion of **our** medical and/or **our** vocational advisors, will not improve.

**Please note:** please see the table of benefits for specific **personal accident** limits that vary according to **your** age at the time of the accident. In addition, if **you** are aged under 18 (or under 23 if in full time education on a family policy) or over 69 at the time of the accident, the death benefit is limited to reimbursement of funeral expenses only.

### You are not covered

**You** are not covered for:

1. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
  - c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section in this policy.
2. Any claims for death, loss or disablement caused directly or indirectly by:
  - a. A disease or any physical defect or illness;
  - b. An injury which existed prior to the commencement of the trip;
  - c. Pregnancy.
3. Any claims under this section not notified to **us** within 12 months of the date of the accident.
4. Those activities marked **⚡** in the sports and activities section.
5. Anything mentioned in the General Exclusions section of this policy.

## Section 6 - Medical Emergency Expenses and Repatriation

This section applies to trips:

1. Outside **your country of residence**; or
2. By United Kingdom residents to Guernsey; or
3. By a resident of Guernsey to other parts of the United Kingdom.

### You are covered

Up to the amount shown on the summary of cover table for the **reasonable and customary costs** incurred outside **your country of residence**:

1. For emergency medical treatment and repatriation provided that claims for emergency dental treatment (for the relief of pain only) are limited up to a maximum of £250;

2. For reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend to stay with **you** and/or accompany **you home** on medical advice or if **you** are a child and require an escort **home**;
3. In the event of **your** death:
  - a. For the return of **your** body or ashes to **your country of residence** (the cost of burial or cremation is not included); or
  - b. Local funeral expenses abroad up to the amount shown in the summary of cover table.

### Special conditions relating to claims

For medical expenses incurred in the United States of America, ERV will only pay for reasonable and necessary emergency treatment, surgical, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then ERV will pay a maximum amount of 150% of the USA Medicare rate.

### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must contact the **medical emergency service** if, during **your** trip, **you** become ill, injured, or have a **complication of pregnancy** and **you** require **inpatient** hospital treatment, repatriation, or **your** medical expenses are likely to exceed £350.
2. **You** must retain and produce all receipts in the event of a claim.

**You** are not covered for:

1. The **excess** shown on the summary of cover table unless the **excess waiver** applies.
2. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
  - c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section of this policy.
3. Any sums which can be recovered by **you** and which are covered under any national insurance scheme or reciprocal health arrangement.
4. Any expenses incurred for illness, injury or treatment required as a result of:
  - a. Surgery or medical treatment which in the opinion of the attending **medical practitioner** and the **medical emergency service** doctor can be reasonably delayed until **your** return to **your country of residence**; or
  - b. Medication and/or treatment which at the time of departure is known to be required or to be continued outside **your country of residence**.
5. Any expenses incurred after the date that the treating **medical practitioner** and the **medical emergency service** doctor are in agreement that **you** can safely travel **home**, if **you** refuse to return **home**.
6. Preventative treatment which can be delayed until **you** return to **your country of residence**.
7. Any claim where at the departure date, **you** or **your travelling companion** are travelling against the advice of a **medical practitioner** or travelling for the purposes of obtaining, or in the knowledge that **you** will have, medical treatment, tests or investigations.
8. Claims that are not confirmed as medically necessary by the attending **medical practitioner** or the **medical emergency service** doctor.
9. The cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into

hospital.

10. Any treatment or services provided by a private clinic or hospital, or any additional hospital costs arising from single or private room accommodation unless the **medical emergency service** have agreed that this is medically necessary.
11. Any treatment or services provided by a health spa, convalescent **home** or any rehabilitation centre.
12. Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or taken the NHS recommended medication.
13. Taxi fares where receipts have not been provided, and that are not considered medically necessary.
14. The costs of phone calls other than the first call to notify the **medical emergency service** about the medical problem.
15. Costs that arise over 12 months after the date of the incident that **you** are claiming for.
16. Any costs for cosmetic surgery or body art (e.g. Tattoos or piercings) and any subsequent medical treatment required as a result of such a procedure.
17. Expenses incurred in obtaining or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued outside **your home**. Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
18. Any treatment or medication that **you** receive after **your** return to **your country of residence**.
19. Anything mentioned in the General Exclusions section of this policy.

## Section 7 - Medical Inconvenience Benefit

This section applies to trips:

1. Outside **your country of residence**; or
2. By United Kingdom residents to the Channel Islands or the Isle of Man; or
3. By a Channel Islands resident to other parts of the United Kingdom or the Isle of Man.

This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are hospitalised as an **inpatient** abroad (e.g. Taxi fares and telephone calls).

This is in addition to any medical expenses incurred under the medical emergency expenses and repatriation section.

### You are covered

Up to the amount shown on the summary of cover table for each complete 24 hours spent as an **inpatient** if **you** are admitted to a registered hospital abroad.

### You are not covered

**You** are not covered if:

1. The hospital admission is not covered under the terms of the medical emergency expenses and repatriation section.

## Section 8 - United Kingdom Expenses

This section covers trips taken by United Kingdom residents within the United Kingdom.

### You are covered

Up to the amount shown on the summary of cover table for the following expenses reasonably incurred during **your** trip if **you** become ill or **you** are injured:

1. Reasonable additional accommodation expenses incurred by **you** or one relative or friend remaining with **you**, including the increased cost of **your** return travel **home** and additional travelling expenses incurred by one relative or friend travelling to or with **you**; or
2. Reasonable expenses incurred in the event of **your** death for the conveyance of **your** body or ashes to **your home**. The cost of burial or cremation is not included.

### You are not covered

**You** are not covered for:

1. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
  - c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section of this policy.
2. Anything mentioned in the General Exclusions section of this policy.

## Section 9 - Personal Property

Section 9A & B will only apply if **your Validation Certificate** shows that **you** are covered for this.

### You are covered

#### A: Personal baggage

Up to the amount shown on the summary of cover table for the value of, or repair to, any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after allowing for wear and tear and depreciation).

During the Christmas period (travel between 15<sup>th</sup> December and 15<sup>th</sup> January only) the overall cover limit is increased by £500.

Please note that this section does not cover items defined in this policy as **gadgets**. Please see section 21, optional gadget cover.

There are also additional sub-limits for:

1. All **valuables** in total; and
2. Any one article, pair and/or sets of articles; and
3. All sunglasses/prescription sunglasses; and
4. **Personal baggage** on the beach; and
5. Replacement keys (house and/or car only).

**Please note:** in the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

Up to 12 months old	85% of purchase price
Up to 24 months old	70% of purchase price
Up to 36 months old	50% of purchase price
Up to 48 months old	25% of purchase price
Up to 60 months old	10% of purchase price
Over 60 months old	Not covered

### **B: Delayed baggage**

Up to the amount shown on the summary of cover table towards the cost of buying replacement necessities if:

1. **You** own **personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours; and
2. **You** have a written report from the carrier (i.e. Airline, shipping company etc.) Or tour representative.

**Please note:** any amount **we** pay **you** under part B will be deducted from the final claim settlement under part A if **your personal baggage** proves to be permanently lost.

### **You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must provide receipts for any claim under part B.
2. **You** must exercise reasonable care for the safety and supervision of **your** property.
3. In the event of loss, burglary, or theft of **your personal baggage, valuables or gadgets**, **you** must report this to the Police within 48 hours and obtain a written report.
4. In the event that **your personal baggage** is lost, damaged or delayed in transit, **you** must:
  - a. Notify the carrier (i.e. Airline, shipping company etc.) Immediately; and
  - b. Obtain a written carrier's report (or property irregularity report in the case of an airline); or follow up in writing within 7 days to obtain a written carrier's report (or property irregularity report in the case of an airline) if **you** are unable to obtain one immediately.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies)
2. **Personal baggage** left **unattended** by **you**, unless located in locked accommodation. In respect of **valuables**, these must be in a safety deposit box, unless one was not available.
3. **Personal baggage** left in the custody of any person unless they are a family member, **travelling companion** or have an official responsibility for the safety and supervision of **your** property. In respect of **valuables**, these are only covered when left with a family member or **travelling companion**.
4. Any theft from an **unattended** vehicle unless there is evidence of forcible and violent entry.
5. **Personal baggage** stolen from an **unattended** vehicle:
  - a. Unless it was in the locked glove compartment, or locked roof box, or rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle; or
  - b. Between the hours of 8pm and 8am (other than from motor **homes**).

6. **Valuables** left in an **unattended** vehicle (other than motor **homes**, provided the **valuables** are stored out of view).
7. **Valuables** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **you** on any form of **public transport** (other than hand luggage that stays with **you** at all times).
8. Loss, destruction, damage or theft of:
  - a. Contact lenses, hearing aids, dentures and prescribed medication; or
  - b. Televisions, glass, china, pictures, musical instruments, antiques and precious stones; or
  - c. Pedal cycles, dinghies, boats and/or ancillary equipment, mobility scooters, motorized wheelchairs, vehicles or vehicle accessories (other than non-motorised wheelchairs and pushchairs) and tents; or
  - d. Tools of trade, samples, merchandise; or
  - e. Perishable items e.g. Food, alcohol, cigarettes or any other tobacco products.
9. Loss, destruction, damage or theft due to:
  - a. Confiscation or detention by customs or other officials or authorities;
  - b. Wear and tear, process of cleaning, denting or scratching, staining, moth or vermin or any damage caused by leaking powder or fluid carried within **your** baggage;
  - c. Transportation by any postal service.
10. Electrical or mechanical breakdown or manufacturing fault.
11. Breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle in which they are being carried.
12. Any property more specifically insured by, or recoverable from, any other source.
13. Stamps, **documents**, deeds, samples or merchandise, manuscripts or securities of any kind.
14. **Winter sports equipment** (unless **you** have purchased an annual multi-trip policy and are aged under 71, cover is provided under a separate section of the policy).
15. The loss of, or damage to, sports equipment whilst in use.
16. Any loss of jewellery (other than wedding rings) while swimming, or partaking in any sports or activities.
17. The loss, theft or damage of **gadgets** or **golf equipment**.
18. Anything mentioned in the General Exclusions section of this policy.

## Section 10 - Personal Money and Documents

### You are covered

Up to the amount (including the cash limit), shown on the summary of cover table if **your** own **money** and/or **documents** are lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must exercise reasonable care for the safety and supervision of **your money** and **documents**.
2. **You** must report the loss or theft to the Police within 48 hours and obtain a written report.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).

2. **Money** and **documents** left **unattended** by **you**, unless left in a locked safety deposit box (or out of sight, in **your** locked accommodation if no safety deposit box was available).
3. Any shortages due to error, omission, variation or exchange rate or depreciation in value.
4. Any expenses claimed under the loss of passport expenses section.
5. Any loss, or theft of cash where **you** are unable to provide evidence that **you** were in possession of such a quantity of cash e.g. Bank statements, or cash withdrawal receipts.
6. Anything mentioned in the General Exclusions section of this policy.

## Section 11 - Loss of Passport Expenses

### You are covered

Up to the amount shown on the summary of cover table for the following expenses, if **your** passport or visa is lost or stolen:

1. Reasonable additional travel or accommodation expenses to obtain a new passport or visa; and
2. The cost of an emergency replacement or temporary passport, to enable **you** to continue **your** trip as planned.

### You are not covered

**You** are not covered unless **you** fulfil the following condition:

1. **You** must exercise reasonable care for the safety and supervision of **your** passport and visa.

**You** are not covered for:

1. Loss, destruction or damage arising from confiscation or detention by Customs or other officials or authorities.
2. Anything mentioned in the General Exclusions section of this policy.

## Section 12 - Personal Liability

### You are covered

Up to the amount shown on the summary of cover table (inclusive of claimant's legal costs and expenses and all defence costs) if **you** become legally liable to pay damages in respect of:

1. Accidental bodily injury, including death and illness to a person; and/or
  2. Accidental loss of or damage to material property (material and tangible);
- occurring during the trip. **We** will indemnify **you** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. **You** or **your** legal representatives will give **us** written notice immediately if **you** have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
2. No admission, offer, promise, payment or indemnity shall be made by or on behalf of **you** without **our** prior written consent.
3. Every claims notice, letter, writ or process or other document served on **you** shall be forwarded to **us** immediately upon receipt.

4. **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for indemnity or damages against all other parties or persons.
5. **We** may at any time pay **you** in connection with any claim or series of claims the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made **we** shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

**You** are not covered for:

1. Any bodily injury or illness of any person who is an **immediate relative of yours**, a **travelling companion**, or any bodily injury or illness of any person who is under a contract of employment, service or apprenticeship with **you** when the bodily injury or illness arises out of and in the course of their employment to **you**.
2. Loss or damage to property belonging to or held in trust by or in the custody or control of **you** other than temporary accommodation occupied by **you** in the course of the trip.
3. Any bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by **you** or on behalf of **you** of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms or weapons.
4. Any bodily injury caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any willful or malicious act, carrying on of any trade, business or profession, any racing activity.
5. Any fraudulent, dishonest or criminal acts of **you** or any person authorised by **you**;
6. Any injury, illness, death, loss, expense, or other liability attributable to the transmission of any communicable disease, or virus however caused.
7. Any claim assumed by **you** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
8. Punitive or exemplary damages.
9. Anything mentioned in the General Exclusions section of this policy.

**Please note** – if **you** are using a mechanical/motorised vehicle, make sure that **you** are adequately insured for third party cover, as **you** are not covered under this insurance. Please refer to the Sports and activities section.

## Section 13 - Hijack

### **You are covered**

Up to the amount shown on the summary of cover table for the unlawful seizure or wrongful exercise of control of an aircraft or conveyance in which **you** are travelling as a passenger.

### **You are not covered**

**You** are not covered for:

1. Anything mentioned in the General Exclusions section of this policy.

## Section 14 - Mugging Benefit

A mugging is a violent attack on **you** with a view to theft by person(s) not previously known to **you**.

This cover is in addition to any expenses incurred under the medical emergency expenses and repatriation section and any benefit payable under the medical inconvenience benefit section.

You are covered

Up to the amount shown on the summary of cover table if **you** are mugged, and as a result of injuries received from the mugging, **you** are admitted as an **inpatient** to a registered hospital abroad.

### You are not covered

**You** are not covered unless **you** fulfil the following condition:

1. **You** must obtain a Police Report of the mugging as soon as possible and provide confirmation of **your** injuries.

**You** are not covered if:

1. The hospital admission is not covered under the medical emergency expenses and repatriation section.

## Section 15 - Legal Costs and Expenses

Definitions relating to words that appear in section 15.

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

### Costs and expenses:

A) All reasonable and necessary costs charged by **your appointed representative** and agreed by **us** in accordance with **our standard terms of appointment**.

B) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

**DAS/we/our/us:** DAS legal expenses insurance company limited.

**Insured incident:** a specific or sudden accident which causes **your** death or bodily injury.

**Preferred law firm:** a law firm or barristers' chambers which **we** choose to provide legal services. These legal specialists are chosen based on their proven expertise to deal with claims like **yours** and must comply with **our** agreed service levels, which **we** audit regularly. They are appointed according to **our standard terms of appointment**.

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

**Standard terms of appointment:** the terms and conditions (including the amount **we** will pay to **your** appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

## You are covered

In the event of an insured incident which causes **your** death or bodily injury **we** will pay up to £25,000 for the costs and expenses of an **appointed representative**, to provide legal advice and where there are **reasonable prospects** to take legal action on **your** behalf to recover losses or damages against negligent third parties.

## You are not covered

Exclusions applying to this section

**We** will not pay for the following:

1. A claim where at any point, we or the **appointed representative** assess that there are not **reasonable prospects** of success.
2. Any legal proceedings not dealt with by a court of law or by another body agreed by **us**.
3. A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it occurring and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider that **our** position has been prejudiced.
4. An **insured incident** arising before the start, or after the end of an insured journey.
5. **Costs and expenses** incurred before **our** written acceptance of a claim.
6. In the event that **you** decide not to use the services of a **preferred law firm**, any **costs and expenses** in excess of those which **we** would have incurred had **you** done so under **our standard terms of appointment**.
7. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
8. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused your physical bodily injury.
9. Defending your legal rights (**we** will however, cover defending a counter-claim).
10. Any claim relating to clinical negligence.
11. Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
12. Any legal action which you take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
13. A dispute with **us** which is not otherwise dealt with under section 15 condition 7.
14. **Costs and expenses** arising from or relating to judicial review, a coroner's inquest or fatal accident inquiry.
15. Any costs and expenses which are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
16. A claim against **us**, **our** agent, tour operator or travel agent.
17. Any claim where **you** are not represented by a law firm or barrister.

## Additional conditions applying to this section

1.
  - a. On receiving a claim, if legal representation is necessary, we will appoint a **preferred law firm** or in-house lawyer as the **appointed representative** to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
  - b. If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** accident and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act **as your appointed representative**.
  - c. If **you** choose a law firm as the **appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a

- preferred law firm.** However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to our **standard terms of appointment.**
- d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2.
    - a. **You** must co-operate fully with **us** and with the **appointed representative.**
    - b. **You** must give the **appointed representative** any instructions that **we** ask you to.
  3.
    - a. **You** must tell **us** if anyone offers to settle a claim, **you** must not negotiate or agree to a settlement without **our** written consent.
    - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses.**
    - c. **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so. Where a settlement is made on a without costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us.**
  4.
    - a. **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
    - b. **You** must take every step to recover **costs and expenses** and court attendance that **we** have to pay and must pay **us** any amounts that are recovered.
  5. If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to the appointment of another **appointed representative.**
  6. If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative,** **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.
  7. In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed to appeal, before **we** pay the **costs and expenses** for appeals, **we** must agree that reasonable prospects exist.
  8. For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that reasonable prospects exist, and 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 **we** will pay **in costs and expenses** is the value of the likely award.
  9. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the financial ombudsman service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us.** If there is a disagreement over the choice of arbitrator, **we** will ask the chartered institute of arbitrators to decide.
  10. **We** may require **you** to obtain, at **your** expense, an opinion on the merits of the claim or proceedings or on a legal principle from a legal expert. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us.** Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

11. **You** must:
  - a. Keep to the terms and conditions of this section;
  - b. Take reasonable steps to avoid and prevent claims;
  - c. Take reasonable steps to avoid incurring unnecessary costs.
  - d. Send everything **we** ask for, in writing;
  - e. Report to **us** full and factual details of any claim as soon as possible;
  - f. Give **us** any information **we** need
12. **We** will, at **our** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
  - a. A claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
  - b. A false declaration or statement is made in support of a claim.
13. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
14. In the event of **your** death as a result of an **insured incident** the benefits of this cover will attach to your personal representative (next of kin).
15. 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.
16. Apart from DAS, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

### **Eurolaw Legal Advice**

**We** will give **you** 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.

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

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

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

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

## **Section 16 - Pet Care**

### **You are covered**

**We** will pay up to the amount shown on the summary of cover table for each full 24 hour period **you** are delayed for extra kennel or cattery fees if the start of **your** original return journey (by aircraft, sea vessel or cross channel train) is delayed because of circumstances that **you** cannot control. **You** must be delayed by at least 12 hours.

**You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must check in for **your** trip at or before the recommended time.
2. **You** must give **us** a written statement from:
  - a. The appropriate transport company or authority confirming the reason for the delay and how long it lasted; and
  - b. The appropriate kennel or cattery confirming any extra charges that **you** have to pay.

**You** are not covered for:

1. Any kennel or cattery fees **you** pay outside **your home** area, as a result of quarantine regulations.
2. Anything mentioned in the General Exclusions section of this policy.

**Section 17 - Catastrophe****You are covered**

up to the amount shown on the summary of cover table for the cost **you** pay, or agree to pay overseas, for similar travel expenses and providing other similar accommodation to allow **you** to continue with **your** holiday or journey. **We** will only do this if **you** cannot reach or cannot live in **your** booked accommodation because of a fire, flood, earthquake, storm, lightning, explosion, hurricane or a major outbreak of an infectious disease.

This cover will also extend to similar additional travel and accommodation expenses incurred if an act of **terrorism** during **your** trip results in **your** booked accommodation becoming uninhabitable and **you** are required to move to other accommodation to continue with **your** holiday.

**You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must give **us** a written statement from an appropriate public authority confirming the reason for and the type of disaster or act of **terrorism** and how long it lasted.
2. **You** must confirm that **you** did not know about any event that could lead to a claim before **you** left **your** international departure point.
3. **You** must give **us** proof of all the extra costs **you** had to pay.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. Any costs that **you** can get back from any tour operator, airline, hotel or other service provider.
3. Any costs that **you** would normally have to pay during the period shown on **your Validation Certificate**.
4. Any claim that results from **you** travelling against the advice of the appropriate national or local authority.
5. Any costs where the accommodation provider has offered reasonable alternative accommodation arrangements.
6. Anything mentioned in the General Exclusions section of this policy.

## Section 18 - Withdrawal of Services

### You are covered

Up to the amount shown on the summary of cover table for each complete 24 hour period up to a maximum amount shown on the summary of cover table if **you** suffer withdrawal of water or electricity supplies at **your** booked accommodation for at least a 60 hour continuous period during **your** trip.

### You are not covered

**You** are not covered unless **you** fulfil the following condition:

1. **You** must give **us** written notice from the tour operator, accommodation provider or hotel supporting **your** claim by confirming the reason and length of the withdrawal of services.

**You** are not covered for:

1. Any claim that results from a strike or industrial action existing at the time this insurance was issued.
2. For any claim not supported by written confirmation from the tour operator or hotel.
3. Anything mentioned in the General Exclusions section of this policy.

## Section 19 - Cruise Cover

### A: Cruise Itinerary Change

#### You are covered

For the amount shown on the summary of cover table for each missed port if a scheduled port visit is cancelled due to adverse weather or timetable restrictions.

#### You are not covered

**You** are not covered unless **you** fulfil the following condition:

1. **You** must produce written confirmation from the tour operator and/or the carrier confirming which port was missed and the reason for the missed port.

**You** are not covered for:

1. Claims arising from missed port caused by strike or industrial action if the strike or industrial action was notified at the time the insurance was purchased.
2. **Your** failure to attend the excursion as per **your** original itinerary.
3. Claims arising from when **your** ship cannot put people ashore due to a scheduled tender operation failure.
4. Claims where a monetary amount (including on board credit) of compensation has been offered by the ship or tour operator.
5. Anything mentioned in the General Exclusions section of this policy.

### B: Room Cabin Confinement

#### You are covered

Up to the amount shown on the summary of cover table if **your** illness or injury causes **your** compulsory quarantine or cabin confinement on the orders of the ship's doctor or another **medical practitioner** on board the ship outside **your country of residence**.

### You are not covered

**You** are not covered unless **you** fulfil the following condition:

1. **You** must give **us** written notice of any illness or injury which made **your** compulsory quarantine necessary or the ship's doctor or another **medical practitioner** confine **you** to **your** cabin, as soon as possible.

**You** are not covered for:

1. Any additional period of confinement or compulsory quarantine:
  - a. Relating to treatment or surgery, including exploratory tests, which are not directly related to the injury or illness which made **your** confinement necessary.
  - b. Following **your** decision not to be repatriated after the date when in **our** opinion, it is safe to do so.
2. Confinement or necessary quarantine:
  - a. Relating to any form of treatment or surgery which in **our** opinion (based on information received from the ship's doctor or other **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your country of residence**.
  - b. As a result of a tropical disease where **you** had not had the recommended inoculations and/or taken the recommended medication.

### C: Unused Excursions

#### You are covered

Up to the amounts shown on the summary of cover table, for the cost of excursions pre-booked in the United Kingdom, which **you** were unable to use as a direct result of being confined to **your** own cabin, or being a hospital **inpatient**, due to an accident or illness which is covered under the emergency medical expenses and repatriation section of this policy.

#### You are not covered

**You** are not covered for:

1. Any claim under this section and the cancellation or **curtailment** sections of this policy.
2. Anything mentioned in the General Exclusions section of this policy.

### D: Cruise Interruption

#### You are covered

Up to the amount shown on the summary of cover table for additional travel and accommodation expenses incurred to reach the next port in order to re-join the cruise, following:

- **Your** temporary illness requiring hospital treatment on dry land.
- **Your** passport being lost or stolen after **your** international departure but before embarkation of **your** planned cruise or during disembarkation ashore on one of the scheduled stops.

#### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. Prior to arranging any additional travel, **you** must contact **us** so that **we** can approve and assist with any travel arrangements. Failure to do so can result in the claim being declined.
2. **You** must obtain a medical certificate from the **medical practitioner** in attendance confirming the details of **your** unforeseen illness or injury.
3. In the event of loss or theft of **your** passport, **you** must report this to the police within 48 hours, and obtain a written Police Report.

**You** are not covered for:

1. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. Any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. Any of **your pre-existing medical conditions** unless disclosed to **us** and **we** have agreed to provide cover;
  - c. Any medical condition or set of circumstances which are detailed as excluded from cover under the important declaration section.
2. Any passport not reported to the Police or other authority within 48 hours of discovery and which **you** do not get a written report.
3. Any passports that are legally detained or held by any customs or any other officials.
4. Passports that **you** do not carry with **you** on **your** person (unless they are held in a locked cabin or safety deposit box).
5. Anything mentioned in the General Exclusions section of this policy.

### **E: Emergency Evening Wear**

#### **You are covered**

Up to the amount shown on the summary of cover table for any evening dress/attire that is lost, stolen or damaged during the trip. **We** will cover the additional costs to hire replacement evening wear or the cleaning costs that are necessarily incurred.

#### **You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. In the event of loss or theft of **your** evening dress/attire, **you** must report this to the Police within 48 hours, and obtain a written Police Report.
2. In the event of damage to **your** evening dress/attire, **you** must report this to a relevant authority at the time and obtain a written report of the damage.
3. **You** must provide receipts showing the cost of hire of any replacement evening dress/attire and/or any necessary cleaning costs.

**You** are not covered for:

1. **Your** evening dress/attire that **you** leave **unattended** in a public place.
2. Anything mentioned in the General Exclusions section of this policy.

## **Section 20 - Winter Sports Cover**

This section of cover is only applicable if **you** have purchased an annual multi trip policy and are aged under 71 years.

### **A: Winter Sports Equipment**

#### **You are covered**

Up to the amount shown on the summary of cover table for the value or repair of **your** own **winter sports equipment** (after allowing for wear and tear and depreciation) or hired **winter sports equipment**, if they are lost, stolen or damaged during **your** trip.

**Please note:** claims for owned **winter sports equipment** will only be calculated as follows:

Up to 12 months old	85% of purchase price
Up to 24 months old	70% of purchase price
Up to 36 months old	50% of purchase price
Up to 48 months old	25% of purchase price
Up to 60 months old	10% of purchase price
Over 60 months old	Not covered

### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must exercise reasonable care for the safety and supervision of **your** own or **your** hired **winter sports equipment**.
2. In the event of loss, burglary, or theft of **your** own or **your** hired **winter sports equipment**, **you** must report this to the Police within 48 hours, and obtain a written Police Report.
3. In the event that **your** own or **your** hired **winter sports equipment** is lost, damaged or delayed in transit, **you** must:
  - a. Notify the carrier (i.e. Airline, shipping company etc.) Immediately; and
  - b. Obtain a written carriers report (or property irregularity report in the case of an airline); or follow up in writing within 7 days to obtain a written carrier's report (or property irregularity report in the case of an airline), if **you** are unable to obtain one immediately.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. Loss, destruction, damage or theft from confiscation or detention by Customs or other officials or authorities.
3. Any theft from an **unattended** vehicle unless there is evidence of forcible and violent entry.
4. **Your** own or **your** hired **winter sports equipment**:
  - a. Stolen from an **unattended** vehicle:
    - i. Unless it was in a locked roof box or the locked rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle; or
    - ii. Between the hours of 8pm and 8am (other than motor **homes**); or
  - b. Stored on a roof rack (unless the vehicle is parked within sight of **you**);
5. Anything mentioned in the General Exclusions section of this policy.

### B: Winter Sports Equipment Hire

#### You are covered

Up to the amount shown on the summary of cover table, for the reasonable cost of hiring **winter sports equipment** for the rest of **your** trip or until **your** own or hired **winter sports equipment** has been returned to **you**, if;

1. **Your** equipment is lost, stolen or damaged; or
2. **Your** equipment is delayed for more than 12 hours on **your** outward journey.

**You are not covered**

**You** are not covered unless **you** fulfil the following condition:

1. **You** must fulfil all of the conditions mentioned under **you are not covered** of the **winter sports equipment** section.

**You** are not covered for:

1. Anything mentioned under **you are not covered** of the **winter sports equipment** section (with the exception of 1, regarding the **excess**)

**C: Winter Sports Pack****You are covered**

Up to the amount shown on the summary of cover table, for the unused portion of **your** ski school, lift pass and **winter sports equipment** hire costs paid for, or contracted to be paid for, before **your** trip commenced, if:

1. **You** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski/snowboard and unable to use the facilities because of injury or illness occurring during the trip; or
2. **Your** lift pass is lost or stolen.

**You are not covered**

**You** are not covered unless **you** fulfil the following conditions:

1. The claim must be confirmed as medically necessary by the **medical emergency service**;
2. A medical certificate has not been obtained from the attending **medical practitioner** confirming that **you** are unable to ski/snowboard and are unable to use **your** ski school, lift pass or hired **winter sports equipment**; and
3. **You** must obtain a written report from the Police or the resort management if **your** lift pass is lost or stolen.

**You** are not covered for:

1. Anything mentioned under **you are not covered** of the medical emergency expenses and repatriation section (with the exception of 1, regarding the **excess**).

**D: Piste Closure**

Cover is only available under this section between 1st December to 30th April for trips within the northern hemisphere, and between 1st April and 31st October for trips within the southern hemisphere.

**You are covered**

Up to the amount shown on the summary of cover table, if the pistes in **your** resort are closed, due to a lack of snow or adverse weather conditions, preventing **you** from skiing/snowboarding, or requiring **you** to travel to another resort.

**You are not covered**

**You** are not covered unless **you** fulfil the following condition:

1. **You** must obtain confirmation of resort closure from the local representative.

**You** are not covered for:

1. Claims where not all skiing/snowboarding facilities are totally closed.

2. Claims where the lack of snow or adverse weather conditions are known or are public knowledge at the time of purchasing this insurance policy or booking **your** trip, whichever is the later.
3. Anything mentioned in the General Exclusions section of this policy.

## **E: Avalanche Delay**

### **You are covered**

Up to the amount shown on the summary of cover table, for reasonable additional travel and accommodation expenses (on the same basis as **your** original booking) necessarily incurred to reach **your** booked destination, if **your** transfer from or to **your** pre-booked resort, is delayed, as a direct result of an avalanche.

### **You are not covered**

**You** are not covered unless **you** fulfil the following condition:

1. **You** must obtain a written report from a relevant authority or **your** tour operator, confirming the circumstances.

**You** are not covered for:

1. Anything mentioned under **you** are not covered of the missed departure section (with the exception of 1, regarding the **excess**).

## **F: Search and Rescue**

### **You are covered**

Up to the amount shown on the summary of cover table for costs that are charged to **you** by A government, regulated authority or private organisation connected with finding and rescuing **you**, following an injury whilst skiing/snowboarding or where weather or safety conditions are such that it becomes absolutely necessary for the local authorities or professional guide to instigate a search and rescue operation. This does not include the cost of medical evacuation (by the most appropriate transport) for a medical emergency, which is covered under the medical emergency expenses and repatriation section.

### **You are not covered**

**You** are not covered unless **you** fulfil the following condition:

1. **You** must comply with local safety advice and adhere to the recommendations prevalent at the time.

**You** are not covered if:

1. **You** have knowingly endangered either **your** own life or those in **your** party if **your** experience or skill levels fall below those required to participate in **your** activity, particularly when **you** are not with a professionally qualified guide or instructor.

**You** are not covered for:

1. Costs other than **your** proportion of a search and rescue operation.
2. Costs beyond the point where **you** are recovered by search and rescue or the time where the search and rescue authorities advise that continuing the search is no longer viable.
3. Anything mentioned in the General Exclusions section of this policy.

## G: Physiotherapy Benefit

### You are covered

Up to the amount shown on the summary of cover table for physiotherapy in **your country of residence**, if **you** suffer an accidental injury while **you** are on **your** trip, as a direct result of an insured accident.

### You are not covered

**You** are not covered unless **you** fulfil the following condition:

1. **You** must obtain a letter from **your** GP, confirming that the treatment is medically necessary, as a result of the insured accident.

**You** are not covered for:

1. Any accident occurring whilst **you** are skiing or snowboarding off-piste outside the resort boundaries or without a qualified guide.
2. Physiotherapy that does not result from an accident which is covered under the terms of the medical emergency expenses and repatriation section.
3. Anything mentioned in the General Exclusions section of this policy.

## Section 21 - Optional Gadget Cover

This section of cover is only applicable if the appropriate **gadget** cover premium has been paid and cover is shown on **your Validation Certificate**.

### You are covered

Up to the amount shown on the summary of cover table for the value of, or repair to, any of **your gadget(s)** (not hired, loaned or entrusted to **you**), which are lost, stolen, damaged or destroyed. Cover is provided based on the amount **you** paid for the **gadget(s)** or the current recommended retail price whichever is the lower, excluding credit charges, interest charges or insurance costs and allowing for wear, tear and depreciation. At **our** discretion, **we** may replace the **gadget(s)** with a refurbished item from one of **our** dedicated suppliers.

### You are not covered

**You** are not covered unless **you** fulfil the following conditions:

1. **You** must exercise reasonable care for the safety and supervision of **your gadget(s)**.
2. In the event of loss, burglary, or theft of **your gadget(s)**, **you** must report this to the Police within 48 hours, and obtain a written Police Report.
3. In the event that **your gadget(s)** are lost or damaged in transit, **you** must:
  - a. Notify the carrier (i.e. Airline, shipping company etc.) Immediately; and
  - b. Obtain a written carriers report (or property irregularity report in the case of an airline); or follow up in writing within 7 days to obtain a written carrier's report (or property irregularity report in the case of an airline), if **you** are unable to obtain one immediately.

**You** are not covered for:

1. The **excess** shown on the summary of cover table (unless the **excess waiver** applies).
2. **Gadget(s)** left **unattended** by **you**, unless in a safety deposit box or safe, unless one was not available in which case they must be located in locked accommodation.

3. **Gadget(s)** left in the custody of any person unless they are a family member or **travelling companion**.
4. **Gadget(s)** left in an **unattended** vehicle (other than motor **homes**, provided the **gadget(s)** are stored out of view).
5. **Gadget(s)** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **you** on any form of **public transport** (other than hand luggage that stays with **you** at all times).
6. Loss, destruction, damage or theft due to:
  - a. Confiscation or detention by Customs or other officials or authorities;
  - b. Wear and tear, process of cleaning, denting or scratching, staining, moth or vermin or any damage caused by leaking powder or fluid carried within **your** baggage;
  - c. Transportation by any postal service.
7. Electrical or mechanical breakdown or manufacturing fault.
8. Any property more specifically insured by, or recoverable from, any other source.
9. The cost of replacing any of the downloaded content stored on your **gadget(s)** including but not limited to music, videos, games and apps.
10. Any prepaid or contracted rental charges that **you** have paid for or are liable for on **your gadget(s)**, for example pay as **you** go costs for minutes, text messages or data charges on a mobile/smart phone.
11. Any claims as a result of unauthorised use of **your gadget(s)**, including unauthorised calls, messages and downloads.
12. Anything mentioned in the General Exclusions section of this policy.

# Travel Insurance Important Numbers

24 hours Emergency Medical Assistance

**+44 (0)1403 288 121**

**+1 833 251 8487**

when calling from within the USA and Canada (Freephone)

**Claims**

**+44 (0)1403 288 122**

**Customer Services**

**+44 (0)1376 560 800**

## TRAVEL CHECKLIST

**Before you travel, you should ask yourself the following:**

- Do you know of any pre-existing medical condition, not already declared, that you need to be covered for? If you have answered 'Yes' to the above question, you should telephone Customer Services on 01376 560 800.
- If you have purchased an Annual Multi-Trip policy, will the duration of any trip exceed the maximum number of consecutive days covered for your age group?
- Do you intend to engage in any sports or activities whilst on your trip? If you have answered 'Yes' to any of these questions, or want to check anything before you travel, you should contact Customer Services.

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