



avanti
TRAVEL INSURANCE

TRAVEL INSURANCE

policy wording document

CLASSIC CRUISE / DELUXE CRUISE

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

Thank you for taking out your policy with Avanti Travel Insurance. We are looking forward to being with you during your holiday adventures and we hope you have a stress free and enjoyable trip.

If **you** do find that **you** need to make a claim **you** will find the important numbers below. The sooner **you** call, the quicker **we** can help. I would also like to remind **you** that it is important that **you** call **us** as soon as **you** need to make a change to **your policy**, to ensure **you** are accurately covered. **We** are open from Monday to Saturday to take **your** call.

Happy travelling



Lindsey Howsam
Operations Director

If you have any questions or queries, please do not hesitate to contact our Customer Service team on the number below.

It is important that **you** read this document before **you** travel and make sure that **you** understand what is and is not covered, and what to do if **you** need to make a claim.

This **policy** document provides **you** with the terms, conditions and exclusions of the insurance cover. The **policy** contains different levels of cover, some of which are optional and do not apply unless **you** have selected them and paid the required additional **premium**.

Please read this document and **your Validation Certificate** very carefully to ensure that **you** understand the extent of the cover and assistance services, exactly what is and is not covered, the conditions of cover, and that this meets **your** requirements.

For information about **your** rights to cancel the **policy** and the cooling-off-period, please see Cancellation Provisions on page 42 of this **policy booklet**.

Useful Telephone Numbers

24 Hour Emergency Medical Assistance	+44 1403 288 121
Freephone when calling from a landline within the USA and Canada Call charges apply when calling from a mobile	+1 833 251 8487
Avanti Claims	01403 288 122
Customer Services	01376 560 800
Sales	01376 556 910

Please keep this document in a safe place and take it with **you** when you travel in case **you** need assistance or need to make a claim. If **you** have any questions about the cover provided please call Customer Services.

Health Declaration

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

Pre-existing medical conditions will not be covered unless they have been declared, and accepted by **us** in writing. **You** must therefore ensure that **you** answer all questions about **yourself** and anyone else insured under **your policy** fully, honestly, and to the best of **your** knowledge, as failure to answer **our** questions accurately may affect the cover **we** provide and **our** ability to pay **your** claim. Please see page 4 for what **you** must do if **you** have a change to **your** health after purchasing **your policy**.

We are unable to provide cover for any **pre-existing medical condition(s)** where **you** have an undiagnosed **medical condition**, or a condition where **you** are currently on a waiting list, undergoing treatment, or tests or, where **you** are awaiting the results of any tests. There are some instances **we** may be able to provide cover for **pre-existing conditions** if **you** are awaiting surgery, (please see the Medical Declaration section on page 8 for more details).

If **you** have any questions about what cover will be provided by this **policy** in respect of **your** existing **medical conditions**, please contact Avanti Customer Services.

Please note: this **policy** does not provide cover for procedures that can be carried out in **your home country** after repatriation, or for any medical expenses incurred in private facilities if a medically suitable state facility is available. It is therefore a condition of this insurance **policy** that if **you** are travelling to a European Union country **you** obtain a European Health Insurance Card (EHIC).

For emergencies abroad call us first (It may save you having to pay the policy excess)

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

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

In either case **you** may reverse the call charges, or ask to be called back.

If **your** outpatient treatment is likely to cost more than £350 or **you** are admitted into hospital abroad, someone must call Avanti Assistance 24 hour medical emergency helpline as soon as possible. If **you** have to cut short **your trip** under Section 2 (**Curtailement**) or Section 3 (Emergency Medical and Repatriation Expenses) Avanti Assistance must authorise this in advance. Failure to contact Avanti Assistance may mean that **we** are not able to provide cover or **we** may reduce the amount **we** pay for **your** medical treatment, or additional travel expenses.

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

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

Please note: This is a travel insurance policy and not private medical insurance.

Changes to your health after purchasing your policy

If after **you** purchase **your policy**, or before booking any new **trips**, any of the following happens:

- **you** are diagnosed with a new **medical condition**
- **your doctor**, or consultant changes **your** prescribed medication
- **you** receive inpatient medical treatment
- **you** are placed on a waiting list for investigation or medical treatment

then **you** must contact Avanti Customer Services. A member of the team will ask **you** specific questions about **your medical condition(s)**.

This may result in an additional **premium** to allow cover to continue, to add additional Terms and Conditions to **your policy** or to exclude cover for the newly diagnosed condition or for the condition that has undergone significant change.

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

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

Eligibility

In order to be eligible for cover under this **policy you** must also be:

- a resident of the **United Kingdom**, Channel Islands, or Isle of Man for six of the last twelve months;
- registered with a **doctor** in the **United Kingdom**, Channel Islands, or Isle of Man, if you live in England, Scotland, Wales or Northern Ireland you must have a National Insurance number (if aged 16 or older);
- travelling from and returning to the **United Kingdom**, Channel Islands, or Isle of Man:

Reciprocal Health Agreements

EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), Iceland, Norway, Liechtenstein or Switzerland, it is a condition of this insurance **policy** that **you** obtain a European Health Insurance Card (EHIC). **You** can apply online at www.EHIC.org.uk or by telephoning 0300 330 1350. This will entitle **you** to benefit from the reciprocal healthcare arrangements which exist between countries.

In the **event** of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **we** will not apply the deduction of the **excess** under Section 3 – Emergency Medical and Repatriation Expenses.

When **you** use **your** EHIC in a public medical facility **your excess** will not be deducted.

Australia and New Zealand

If **you** require medical treatment in;

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

If **you** are admitted to hospital, contact must be made with Avanti Assistance as soon as possible.

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Table of benefits (cover per insured person unless otherwise stated)

Section	Cover	Limits of cover		Excess	
		Classic		Deluxe	
1 & 2	Cancellation and Curtailment	£6,000	£75**	£10,000	Nil
	Pre-booked Excursions	£250	Nil	£250	Nil
3a	Emergency Medical and Repatriation Expenses	£10million	£75	Unlimited	Nil
	Emergency Dental Treatment	£250	£75	£250	Nil
	Additional Accommodation and Travelling Costs	£2,000	Nil	£2,000	Nil
3b	Medical Inconvenience Benefit	£20 for every full 24 hours up to £1,000	Nil	£20 for every full 24 hours up to £1,000	Nil
4a	Missed Departure	£1,000	£75	£1,000	Nil
4b	Home Country Departure Assistance and Missed Home Country Connection	£500	Nil	£500	Nil
5	Travel Delay	£10 for the first full 12 hours, £10 for all other full 12 hours up to £100	Nil	£10 for the first full 12 hours, £10 for all other full 12 hours up to £100	Nil
6a	Personal Baggage	£2,500	£75	£5,000	Nil
	Single Article or Pair	£300	£75	£500	Nil
	Valuables	£500	£75	£500	Nil
	Sunglasses	£75	Nil	£150	Nil
	Prescription Glasses	£200	Nil	£200	Nil
6b	Baggage Delay on your Outward Journey	£50 for first full 12 hours, then £50 for every full 24 hours thereafter up to £500	Nil	£50 for first full 12 hours, then £50 for every full 24 hours thereafter up to £500	Nil
6c	Personal Money and Passport	£500	£75	£500	Nil
	Cash limit (18 and over)	£250	£75	£250	Nil
	Cash limit (under 18 or under 21 if in FTE*)	£50	Nil	£50	Nil
	Passport	£200	Nil	£200	Nil
7	Personal Accident				
	Loss of limbs or sight***	£10,000	Nil	£10,000	Nil
	Permanently disabled***	£10,000	Nil	£10,000	Nil
	Death***	£5,000	Nil	£5,000	Nil
8	Personal Liability	£2million	Nil	£2million	Nil
9	Legal Costs and Expenses‡	£25,000	Nil	£25,000	Nil
10	Hijack	£100 for every full 24 hours up to £1,000	Nil	£100 for every full 24 hours up to £1,000	Nil
11	Personal Assistance Services	£250	Nil	£250	Nil
12	Home Country Cover	£1,000	£75	£1,000	Nil
13	Pet Care	£25 for every full 24 hours up to £150	Nil	£50 for every full 24 hours up to £150	Nil
14	End Supplier Failure Cover	Up to £2,500	Nil	Up to £2,500	Nil

Section	Cover	Limits of cover	Excess	Limits of cover	Excess
		Classic		Deluxe	
15	Mugging Benefit	£50 per complete day of inpatient treatment up to £500	Nil	£50 per complete day of inpatient treatment up to £500	Nil
16	Withdrawal of Services	£20 for every full 24 hours up to £200	Nil	£20 for every full 24 hours up to £200	Nil
17	Catastrophe	£500	£75	£500	Nil
18	Ash Cloud Delayed Departure	No cover available		£10 for each full 12 hours up to £100	Nil
19a	Missed Port Departure	£1,500	Nil	£1,500	Nil
19b	Cabin Confinement	£50 per completed day of cabin confinement up to £500	Nil	£50 per completed day of cabin confinement up to £500	Nil
19c	Itinerary Change	£100 per port	Nil	£100 per port	Nil
19d	Unused Excursions	£300	£75	£500	Nil
19e	Cruise Interruption	£1,000	Nil	£1,000	Nil
19f	Emergency Evening Wear	£100	Nil	£100	Nil
OPTIONAL – Cover only available subject to an additional premium being paid and shown on your Validation Certificate					
20a	Winter Sports Equipment (owned)	£1,000	£75	£1,000	Nil
	Single article pair or set (owned)	£250	£75	£250	Nil
20b	Ski Pass	£75 for every full 24 hours up to £300	Nil	£75 for every full 24 hours up to £300	Nil
20c	Winter Sports Equipment Hire	£20 for every full 24 hours up to £300	Nil	£50 for every full 24 hours up to £500	Nil
20d	Ski Pack	£75 for every full 24 hours up to £300	Nil	£75 for every full 24 hours up to £300	Nil
20e	Piste Closure	£20 for every full 24 hours up to £260	Nil	£20 for every full 24 hours up to £260	Nil
20f	Avalanche or Landslide	£250	Nil	£250	Nil
20g	Search and Rescue	£10,000	Nil	£10,000	Nil
20h	Physiotherapy Benefit	£200	Nil	£200	Nil
21a	Golf Equipment	£1,000	£75	£1,000	Nil
21b	Golf Equipment Hire	£300	Nil	£300	Nil
21c	Non-refundable Golfing Fees	£150	Nil	£150	Nil
21d	Hole-in-one Cover	£75	Nil	£75	Nil
22	Gadget cover	£1,000	£75	£1,000	Nil
Excess Waiver		You must pay an additional premium and this must be requested prior to the commencement of your trip.			
90 day upgrade		You must pay an additional premium and this must be requested prior to the commencement of your trip.			

Please note: **limits of cover** are per **insured person** unless otherwise shown.

* FTE means full time education.

** £40 for loss of deposit.

*** Limited to £2,000 if the **insured person** is under 18 years of age or over 70.

† Limited to £50,000 per **policy**.

Medical Declaration

You must comply with the following conditions in order to have full protection under this **policy**. If **you** do not comply **we** may cancel the **policy**, refuse **your** claim or reduce the amount of any claim payment.

This insurance operates on the following basis.

To be covered, **you** must be fit and able to undertake **your** planned **trip** and;

- **you** are **NOT** travelling against the advice of a **doctor** (or would be travelling against the advice of a **doctor** had **you** sought his/her advice);
- **you** are **NOT** travelling with the intention of obtaining medical treatment, tests or consultation abroad;
- **you** are **NOT** travelling having been given a terminal prognosis

The insurance will also **NOT** cover **you** for any of **your** **pre-existing medical conditions** whether diagnosed or not, if **you** have any undiagnosed symptoms that require attention, or investigation in the future (that is symptoms for which **you** are awaiting investigations/ consultations, or awaiting results of investigations, where the underlying cause has not been established), or are awaiting any medical procedure, surgery, radiotherapy, chemotherapy, or dialysis.

One of the following can be covered as standard if **you** are awaiting surgery, providing **you** are not travelling against **your** UK **doctor's** advice. This must be accepted by Avanti and shown on **your** **Validation Certificate** and an additional **premium** may be required. Full cover will be provided except for cancellation or **curtailment** as a result of the condition **you** are awaiting surgery for.

Adenoidectomy
Arthroscopic ligament repair
Arthroscopy of ankle
Arthroscopy of knee
Arthroscopy of hip
Audiogram
Blephoplasty (Ptosis repair)
Carpal Tunnel Syndrome release
Cataracts removal
Circumcision
Colposuspension
Correction of hydrocele
Digital excision arthroplasty (hammer toe repair)
Dupuytren's repair
Ectropion repair
Endovenous laser treatment of varicose vein(s)
Entropion repair
Excision of benign skin cyst
Excision of benign skin lesion
Excision of basal cell carcinoma of the skin
Excision of epididymal cyst

Excision of ganglion
FESS (Functional endoscopic sinus surgery)
Hip replacement
Ingrown toenail repair
Knee replacement
Laparoscopic repair of hiatus hernia
Laparoscopic repair of inguinal hernia
Ligament repair (anywhere)
Myringoplasty
Osteotomy for hallux valgus (bunion)
Reduction turbinates of nose
Septoplasty
Septo-rhinoplasty
Strabismus correction
Thyroidectomy for non-cancerous disease
Toenail removal
Tonsillectomy
Varicose vein ligation
Varicose vein stripping

We would not cover you for any claim arising directly or indirectly from a pre-existing medical condition unless:

you have declared (when **we** ask) ALL **pre-existing medical conditions** to **us**; and

you have declared (when **we** ask) any changes to **your** health or prescribed medications; and

we have accepted the **medical condition(s)** for insurance in writing.

Each **insured person** who has a **pre-existing medical condition** must make a **medical health declaration** before each period of cover and, if there are any changes in their health or prescribed medication, prior to commencement of the period of cover, before departing on any **trip** and throughout the life of **your policy**. **We** will ask **you** specific questions which **you** must answer accurately and to the best of **your** knowledge. Failure to do so may invalidate **your** cover.

We may require **you** to obtain a Medical Report from **your doctor**, or consultant in order for **us** to assess whether cover applies. Obtaining this medical report shall be at **your** own expense. Based on **our** assessment of the medical information supplied to **us**, **we** will decide whether or not **we** can continue to insure **you**, and on what basis. Please see Changes to **your** health after purchasing **your policy** on page 4 for more details.

To declare a **pre-existing medical condition** or a change in **your** state of health or prescribed medication, **you** must call **our** Customer Services on 01376 560 800.

You should also refer to the General Exclusions.

Important information

Insurer

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 Regulator

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

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 or **you** can telephone them on 0800 111 6768 (freephone). Please note that sales of **ERV's** insurance products in the Channel Islands and Isle of Man do not fall within the jurisdiction of the Financial Conduct Authority, the Financial Ombudsman Service or the Financial Services Compensation Scheme. Local regulations apply.

Contract of Travel Insurance

This **policy**, together with the **Validation Certificate** forms a contract of insurance between **you** and **ERV** trading under the name of ETI International Travel Protection. It contains certain conditions and exclusions in each section and General Conditions and General Exclusions that apply to all sections. **You** must meet these conditions or **we** may not accept **your claim**.

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

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

Age limits

For cover to apply **you** must be;

- a) 85 years of age or under at the time **you** buy **your policy** if **you** have purchased annual multi-trip cover, or

- b) 75 years of age or under, if **you** have purchased a **long stay policy**, or
c) 70 years of age or under at the time **you** buy **your policy** if **you** have purchased **winter sports cover**.

There is no upper age limit if **you** have purchased single trip cover.

Maximum trip durations

Single trip policies –

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

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	Region 1&2	Region 3	Region 4
0-65	550 days		
66-70	366 days	276 days	184 days
71-75		184 days	123 days

Annual Multi-Trip policies –

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	

*If **you** are aged 70 or under **you** can increase **your** 50 day **trip** duration limit to 90 days for one **trip**, when an additional **premium** has been paid and this is shown on **your Validation Certificate**.

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

Please note:

- if **you** are under 71 years of age and have purchased a Classic or Deluxe annual multi-trip **policy**, **you** are covered when taking part in **winter sports trips** of up to 17 consecutive days in total
- any **trip** that had already begun when **you** purchased this insurance will not be covered, except where **you** renew an existing Avanti annual multi-trip **policy** with the same level of cover prior to its expiry, which fell due for renewal during the **trip**
- **your policy** is automatically extended until **your** return home to the **United Kingdom** due to an insured event

- if **you** travel for more than the number of days for which **you** have paid for cover **you** will not be covered after the last day for which **you** have paid, unless agreed by **us** in writing
- an insured adult can travel independently, however, an insured child must travel with a responsible adult over the age of 18 years for the duration of the **trip**.

Period of cover

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

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

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

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

Cover is provided subject to the maximum trip durations shown on page 9.

Upgrades

This **policy** contains different levels of cover, some of which do not apply unless **you** have paid the appropriate additional **premium**.

Any extra benefit **you** have purchased will be shown on **your Validation Certificate**.

Please read the **policy** carefully and ensure the cover reflects **your** requirements.

Upon the payment of an additional **premium**, **you** may upgrade **your** travel insurance coverage by purchasing any of the following upgrades prior to commencement of **your trip**:

Optional Winter Sports Cover

Please refer to the Optional **Winter Sports** Cover Section 20 in this **policy** for full details.

Optional Golf Cover

Please refer to the Optional **Golf** Cover Section 21 in this **policy** for full details.

Optional 90 day Extension

This allows **you** to extend **your** annual 50 day **trip** duration limit to 90 days for one **trip** under this **policy**, provided **you** are aged 70 or under.

Geographical Areas

Single trip and long stay policies:

Region 1 – England, Scotland, Wales and Northern Ireland, Channel Islands, Isle of Man.

Region 2 – Europe: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia/Montenegro, Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine and Vatican City.

Region 3 – Worldwide excluding Bermuda, Canada, China, Hong Kong, Mexico, Singapore, Thailand, the islands of the Caribbean and the United States of America.

Region 4 – All countries of the world.

Annual Multi-Trip:

Region 1 – Europe excluding Cyprus, Egypt, Greece, Malta, Morocco, Spain, Turkey and Tunisia.

Region 2 – Europe including Cyprus, Egypt, Greece, Malta, Morocco, Spain, Turkey and Tunisia.

Region 3 – Worldwide excluding Bermuda, Canada, the islands of the Caribbean, China, Hong Kong, Mexico, Thailand, and the United States of America.

Region 4 – All countries of the world.

We do not provide cover to those countries or parts of countries where the Foreign & Commonwealth Office (FCO), or World Health Organisation (WHO) have advised against all, or all but essential travel.

For cover to apply **you** must have paid the required **premium** for the country, or countries **you** plan to travel, and this is shown on **your Validation Certificate**.

Policy limits

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

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, **we** will automatically renew **your policy** each year using the payment details **you** have given **us**. Please contact **us** 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 **us** of any change in **your medical conditions**, or personal circumstances may invalidate the cover provided.

Residency

At the time you buy or renew this policy, **you** and all other insured persons must:

- have **your** main **home** in either England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man
- have resided there for more than 6 of the previous 12 months
- be registered with a local **doctor**
- have a valid European Health Insurance Card (EHIC)*
- have a National Insurance number (if aged 16 or older)*

*not applicable if **you** are a resident of the Channel Islands or Isle of Man.

Law

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

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

Language

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

European Union (EU) Travel Regulations

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

1. Denied boarding and cancelled flights If **you** check in on time but **you** are denied boarding because there are not enough seats available or if **your** flight is cancelled, the **carrier** must offer **you** financial compensation.

2. Long delays – If **your** flight is delayed for more than five hours, the airline must offer to refund **your** ticket.
3. Baggage – If **your** checked-in baggage is damaged or lost by an EU airline, **you** must claim compensation from the **carrier** within seven days. If **your** checked-in baggage is delayed, **you** must claim compensation from the **carrier** within 21 days of its return.

Please see page 41 for more information.

Personal liability

No liability cover will apply under this **policy** if **you** use any form of mechanically propelled vehicle, and **you** should ensure that **you** have alternative cover for **third party** injury or property damage in place. Please see Section 8 for more details.

Reasonable care

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

Definition of words

Wherever the following words and phrases appear in this **policy** in bold they will always have the meanings shown under them. Please also see Sections 7, 9, 14.

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

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

Asphyxia or injuries caused by gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.

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

Injuries sustained as a result of self-defence.

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

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

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

Cash – Valid coins, bank and currency notes.

Close relative(s) – The following persons only:

- the person that **you** live with, in a relationship for at least 6 months at the same address, whether married or cohabiting (as if husband and wife) regardless of gender;

- **your** children (including step, fostered or adopted children), grandchildren, parents, grandparents, brothers, sisters, parents-in-law, sons/daughters-in-law and brothers/sisters-in-law

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

Complications of pregnancy and childbirth –

The following conditions only:

toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/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.

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

Couple – **you** and **your** wife, husband, civil partner or partner who lives with **you** in a relationship for at least 6 months at the same address as **you**, regardless of gender. On an annual multi-trip **policy** insured adults can travel independently.

Cruise – Trips on ocean or river **cruise** ships/boats. A ferry crossing does not constitute a **cruise**.

Curtailment/curtail/curtailed – Either:

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

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

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

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

ERV/we/our/us: ERV trading as ETI International Travel Protection.

Excess – an amount deducted per **insured person**, per **policy** section for each incident which results in a claim. The **excess** amount is shown under each section

in the table of benefits on pages 6 and 7.

Family – **you** and **your** wife, husband, civil partner or partner who lives with **you** in a relationship for at least 6 months at the same address as **you**, regardless of gender, **your** unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from **home** in full time education.

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.

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

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

Home country – **your** country of residence within the **United Kingdom**.

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

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

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

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

Medical condition – Any medical or psychological disease, sickness, conditions (whether diagnosed, undiagnosed or a set of symptoms), **illness** or injury, that has affected **you**, or any **close relative**, **close business associate**, **travelling companion**, or person with whom **you** intend to stay whilst on **your trip**.

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

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

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

Personal baggage – Baggage, clothing, personal effects (excluding **golf equipment**, **Winter sports equipment**, **ski pass**, and **valuables**) and other articles which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during a **trip**, excluding any vehicle, caravan or trailer.

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

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

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

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

Pre-existing medical condition –

- 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**: and
- 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** and/or prior to any **trip**

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

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

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

Single article – Any one article or **pair or set** of articles (including golf clubs) or collection which is used or worn together, except when the optional golf cover section is purchased and shown in the **Validation Certificate** (then the **single article** limit applies to each individual golf club and not the set as a whole).

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

Sports and activities – The activities listed under Sport and Activities on page 39.

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

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

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

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

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

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

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

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

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

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

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

Valuables – Jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or digital media.

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

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

Winter sports – Big foot skiing, heli-skiing, langlauf, ski touring, snow cat skiing, ice-skating (outdoor), guided cross country skiing (Nordic skiing), on-piste skiing, on-piste snowboarding, on-piste mono skiing, glacier skiing, off-piste skiing or off-piste snowboarding on recognised and authorised areas only (both) and tobogganing.

Winter sports equipment – Skis, mono-ski or snowboard, ski boots, ski bindings and ski poles.

Important limitations

Anyone your trip depends on – Cancellation & Curtailment cover

Cover is extended to claims relating to **pre-existing medical conditions** if the persons medical practitioner is able to confirm that at the time **you** bought the **policy** or booked the trip (whichever is later), there would not have been any substantial likelihood of the condition deteriorating so that cancellation or **curtailment of your trip** would become necessary. If the medical practitioner cannot confirm this in writing, **your** claim will not be covered.

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

Section 1 Cancellation

Cancellation applies for booked **trips** taking place within the period of cover that **you** are forced to cancel because of one of the following, which are beyond **your** control, and of which **you** were unaware at the time **you** booked **your trip** or purchased the cover (whichever is later).

What is covered:

We will pay **you** up to the amount shown on the table of benefits per **insured person** for **your** non-refundable deposits and amounts **you** have paid (or **you** are contracted to pay), for **your** travel and accommodation (including pre-paid excursions up to £250), which **you** do not use because of the following:

- a) **you**, a **close relative**, **travelling companion** or any person that **you** have arranged to stay with during the **trip** suffers unforeseen **illness**, injury or, death.
- b) **you** abandon **your trip** following a delay of more than 12 hours to the departure of **your outward trip** that is covered within Section 5 Travel Delay.
- c) **you** or any person with whom **you** plan to travel being called for Jury Service or being summoned as a witness in a Court of Law (other than in a professional or advisory capacity).
- d) **you** or a **travelling companion** being made redundant, provided **you** qualify for a redundancy payment under current **United Kingdom** legislation.
- e) the Foreign and Commonwealth Office issue a directive advising against all, or all but essential travel to **your trip destination** because of an earthquake, fire, flood, or hurricane.
- f) **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 a burglary or attempted burglary.
- g) **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 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**.
- h) **yours** or **your travelling companions** passport being stolen during the seven days before **your** departure date.
- i) **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.

Section 2 Curtailment

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

a) Curtailment

What is covered:

We will pay up to the amount shown on the table of benefits for **your** non-refundable deposits and amounts **you** have paid (or **you** have contracted to pay), for **your** travel and accommodation (including pre-paid excursions up to £250) which **you** do not use because of **your** inability to complete the **trip** due to:

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

Note:

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

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

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

Special conditions relating to claims under Sections 1 and 2

1. **You** must obtain a **Medical Certificate** specifying the unforeseen **illness** or injury from the **doctor** in attendance to confirm the necessity to cancel **your trip**, or return **home**.
2. In the event of **curtailment** **you** must contact **us** first to obtain **our** prior approval and allow **us** to make all the necessary travel arrangements to bring **you home**.
3. We will make all necessary repatriation arrangements at **your** cost and we will arrange appropriate reimbursement as soon as the claim has been validated in the event **you** are unable to provide a Medical Certificate.
4. **You** must notify the **carrier** or travel agent immediately that **you** know the **trip** is to be cancelled, or **curtailed**, to minimise **your** loss as far as possible. If **you** fail to notify the **carrier** or travel agent immediately, **our** liability shall be restricted to the cancellation charges that would have applied had such a failure not occurred.
5. If **your** claim is in connection with section 1f, **you** must produce to **us** written documentation from the Police confirming that the loss or damage occurred during the **trip** – otherwise no claim will be paid.
6. **Curtailment** claims will be calculated from the date **you** return to **your home country**, or the date **you** are hospitalised as an in-patient, for the rest of **your trip**.

What is not covered: under Sections 1 and 2

1. the **policy excess** per **insured person** per claim;
2. disinclination to travel, or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'what is covered';
3. any claim arising directly or indirectly from a known **pre-existing medical condition** unless **you** have declared all **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them;
4. cancellation or **curtailment** caused by pregnancy or childbirth unless the cancellation is certified by a **doctor** as necessary due to **complications of pregnancy and childbirth**;
5. claims arising from an actual or planned **strike** or **industrial action** which was common knowledge at the time **you** booked the **trip** or purchased the cover (if later);

6. any costs in respect of any unused pre-paid travel expenses when **we** have paid to repatriate **you**;
7. failure by the provider of any part of the booked **trip** to supply the service or transport (whether as the result of error, insolvency, bankruptcy, liquidation, omission, default or otherwise), unless the event is specifically covered by this **policy**. **You** should direct any claim in this case to the provider involved;
8. anything for which the company providing **your** transport or accommodation, their agents, or any person acting for **you** is responsible;
9. **your** vehicle being stolen, broken into or vandalised or breaking down;
10. **you** no longer being able to afford to go on the planned **trip**;
11. any claim arising as a result of attendance of an **insured person**, or any other person on whom the **trip** depends, in a Court of Law. This exclusion will not apply if **you** are called up for Jury Service or are summoned as a witness (other than in any professional or advisory capacity);
12. any costs relating to airport taxes or air passenger duty. **You** should obtain a refund from **your carrier** for such charges;
13. any claim caused by work commitment or amendment of **your** holiday entitlement by **your** employer;
14. any claim resulting from **your** inability to travel, or continue travelling due to an **insured person's** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**;
15. prohibitive regulations by the Government of any country, or delay or amendment of the booked **trip** due to Government action;
16. the death or **illness** of any pet or animal;
17. anything mentioned in the General Exclusions.

Section 3a Emergency Medical & Repatriation Expenses

If **you** have a medical emergency while on **your trip** or if **you** have to come **home** early or have to extend the length of **your trip** due to **illness** or injury, **you** must contact Avanti Assistance as soon as **you** can on +44 1403 288 121 or +1 833 251 8487 (when calling from within the USA and Canada), giving **your** name, **Validation Certificate** number, and as much information as possible.

To comply with the Terms and Conditions of the insurance **you** must contact **us** as soon as possible.

You MUST obtain **our** prior authorisation before incurring any expenses over £350, except in case

of emergency. If **you** are physically prevented from contacting **us** immediately, **you** or someone designated by **you** must contact **us** within 48 hours.

What is covered:

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

- a) medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised **doctor** and agreed by **our medical officer**.
- b) up to the amount shown on the table of benefits for emergency dental treatment as long as it is for the immediate relief of pain only, or for emergency repairs to dentures, or orthodontic appliances carried out solely to alleviate distress in eating.
- c) up to £5,000 for the usual and customary burial, or cremation of a deceased **insured person** should **you** die during a trip to a country outside of the **United Kingdom**; or the cost of returning an **insured person's** body or ashes to **your home country**.
- d) additional travelling costs to repatriate **you home** when recommended by **our medical officer**.
- e) the cost of a medical escort if considered necessary by **our medical officer**.
- f) up to £2,000 for **you** to extend **your** stay, if Avanti Assistance agrees that it is medically necessary for:
 - i. extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by Avanti Assistance) to allow **you** to return to the **United Kingdom**; and
 - ii. extra accommodation (room only) for someone to stay with **you** and travel **home** with **you** if this is deemed necessary by a **doctor** and agreed by **our medical officer**; or
 - iii. economy class travel expenses for one relative or friend to travel from the **United Kingdom** to stay with **you** (room only) and travel **home** with **you** if this is deemed necessary by **our medical officer**; or
 - iv. economy class travel expenses to return **your** children who are under 18 years of age and insured under this **policy home**, if **you** are incapacitated and there is no other responsible adult to supervise them. If no one is available, a competent person will be provided to accompany the children **home**.
 - v. **we** will not deduct **your excess** if **you** use **your** EHIC.

- g) the cost of taxi fares, for travel to or from hospital relating to **your** admission, discharge, attendance for outpatient treatment, or appointments, or for collection of medication prescribed by the hospital only.
- h) the cost of telephone calls to Avanti Assistance notifying and dealing with the emergency, or any costs incurred by **you** when **you** receive calls on **your** mobile telephone from Avanti Assistance.

We reserve the right to limit payment to what **our medical officer** deems to be reasonable.

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

What is covered when travelling within the United Kingdom:

Where **you** have purchased an annual multi-trip policy and **you** are travelling solely within the **United Kingdom** during **your trip** of 2 or more consecutive nights in pre-booked accommodation **we** will pay up to £500 for:

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

What is not covered under Section 3a:

1. any medical costs within the **United Kingdom**.
2. the **excess**, unless **you** used an EHIC card, or any other kind of reciprocal health agreement.
3. medical, or repatriation costs greater than £350 which have not been authorised by **us** in advance.
4. treatment in a private hospital or clinic abroad where a suitable public or state facility is available.
5. any claim if **you** have not complied with the conditions of the medical declaration section.
6. the cost of replacing medication that **you** were using before **your trip**.
7. any claim for rehabilitation treatments.
8. any claim for medical treatment for any complication as a result of a voluntary termination of pregnancy.
9. the cost of cremation or burial in the **United Kingdom**.
10. the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
11. the cost of telephone calls, or any costs incurred by **you** when **you** receive calls other than calls to and from Avanti Assistance notifying and dealing with the emergency, for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned.
12. the cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **illness** which necessitated **your** admittance into hospital.
13. any expenses which are not usual, reasonable or customary to treat **your bodily injury** or **illness**.
14. any form of treatment, or surgery which in the opinion of the **doctor** in attendance and **our medical officer** can be delayed until **your** return to **your home country**.
15. expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside **your home country**.
16. additional costs arising from single or private room accommodation.
17. treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by Avanti Assistance.
18. any expenses incurred after **you** have returned to **your home country**.
19. normal pregnancy, without any accompanying **complications of pregnancy and childbirth**. this section is designed to provide cover for unforeseen events, **accidents**, **illnesses** and diseases and normal childbirth would not constitute an unforeseen **event**.
20. anything mentioned in the General Exclusions.

Special conditions relating to claims

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

Section 3b Medical Inconvenience Benefit

What is covered:

We will pay **you** up to the amount shown on the table of benefits for a valid claim under Section 3a (Emergency Medical & Repatriation), if **you** are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours and **you** are treated under a reciprocal health agreement, such as the EHIC when travelling within Europe, or Medicare when travelling within Australia.

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

Special conditions relating to claims

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

What is not covered under Section 3b:

1. any claims arising directly or indirectly from **your** hospitalisation in a private medical facility where no part of **your** medical costs have been covered by the EHIC, or any similar reciprocal health agreement.
2. any claims arising directly or indirectly from:
 - a) any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation;
 - b) relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **illness** which necessitated **your** admittance into hospital.
 - c) relating to treatment or services provided by a convalescent or nursing **home** or any rehabilitation centre.
 - d) following **your** decision not to be repatriated after the date when in the opinion of Avanti Assistance it is safe to do so.
3. hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - a) relating to any form of treatment or surgery which in the opinion of the **doctor** in attendance and **our medical officer** can be delayed reasonably until **your** return to **your home country**.
 - b) occurring in England, Scotland, Wales or Northern Ireland and relating to either private treatment or tests, surgery or treatment, the costs of which are funded by, or are recoverable from the Health Authority in the **United Kingdom**.
4. any claim if **you** have not complied with the conditions of the medical declaration section.
5. anything mentioned in the General Exclusions.

Section 4a Missed Departure

PLEASE NOTE: this section of cover is only included in Classic and Deluxe policies.

What is covered:

We will pay **you** up to the amount shown on the table of benefits for reasonable additional travelling and accommodation expenses necessarily incurred to reach **your** overseas **destination** or to return to the **United Kingdom** by the most direct route.

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

- a) breakdown of or **accident** directly involving the vehicle in which **you** are travelling; or
- b) cancellation, **curtailment** or delay of scheduled **public transport** due to adverse weather conditions, **strike**, or **industrial action**, or mechanical breakdown, or **accident**.
- c) **you** being delayed due to a major incident on a motorway.
- d) **you** being delayed due to road closures because of an act of **terrorism** or the **public transport** being used is delayed or cancelled due to an act of **terrorism**.

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

Section 4b Home Country Departure Assistance & Missed Home Country Connection

What is covered:

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

On your outward journey:

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

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

On your return to your home country:

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

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

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

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

Special conditions relating to claims under Sections 4a and 4b

1. **You** must make every effort to commence and complete the journey to **your** departure point and check in for the flight, sea crossing, coach or train journey on time.
2. **You** must obtain written confirmation from the **carrier** stating the period of, and the reason for, the delay.
3. For claims arising from an **accident** to, or breakdown of a private vehicle in which **you** are travelling, **you** must obtain written confirmation from the emergency breakdown services or repairers of the location and reason for the breakdown or the Police **Accident Report**.
4. Where **your** private vehicle in which **you** are travelling or intending to travel cannot be used as a result of breakdown or **accident**, we will pay for 1 hour's roadside assistance (excluding any replacement parts) and towing charges to the nearest garage. For claims under Section 4b only.
5. Claims arising from traffic congestion must be evidenced with written confirmation from the Highways Agency of the location and duration of the delay.

What is not covered under Sections 4a and 4b:

1. claims arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased, renewed or extended this insurance;
2. additional costs where the scheduled **public transport** operator has offered alternative travel arrangements;
3. breakdown of the private vehicle in which **you** are travelling if it has not been regularly serviced;
4. claims under Section 4b in addition to claims under Section 5 (travel delay);
5. claims due to **you** allowing insufficient time to complete **your** journey to the departure point;
6. anything mentioned in the General Exclusions.

Section 5 Travel Delay

What is covered:

We pay up to the amount shown on the table of benefits if the intended departure of **your** first outward or final inward international flight, sea crossing or coach or train journey forming part of a booked trip, is delayed as a direct result of **strike or industrial action**, adverse weather conditions, failure of air traffic control systems, an act of **terrorism** (affecting **your** return journey only), or mechanical breakdown of aircraft, sea vessel, coach or train.

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

Special conditions relating to claims

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

What is not covered:

1. claims where **you** have not obtained written confirmation from the **carrier** stating the period and reason for delay;
2. claims under this section in addition to claims under Section 1 (cancellation) and Section 4 (missed departure);
3. any costs incurred as a result of you missing a connecting flight;
4. any claim that results from volcanic ash;
5. anything mentioned in the General Exclusions.

Section 6a Personal Baggage

What is covered under Section 6a:

We will pay up to the amount shown on the table of benefits if **your personal baggage** is damaged, stolen, destroyed, or lost (and not recovered) during the course of a **trip**.

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

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

Special conditions relating to claims under Section 6a

1. **We** will either pay **you** for the loss, or **replace, reinstate** or repair the items concerned.
2. Claims are not paid on a 'new for old', or replacement cost basis. A deduction, therefore will be made for wear and tear and depreciation.
3. **Your personal baggage** must not be left unsecured, **unattended**, or beyond **your** reach at any time in a place to which the public have access.
4. **You** must report the loss, or **theft** of **personal baggage** within 24 hours of discovery, to the local Police and to the **carrier**, if appropriate. Damage to **personal baggage** in transit must be reported to the **carrier** before **you** leave the baggage hall and a Property Irregularity Report (PIR) must be obtained. Loss, or **theft** of **personal baggage** during **your trip** must

be reported to **your** hotel, accommodation provider, or tour operator representative if appropriate. **You** must produce to **us** written documentation from one of the parties listed above confirming that the loss, or **theft** occurred during the **trip** – otherwise no claim will be paid.

5. **Baggage** shall be considered to have been lost after 21 days have passed since the loss was reported.
6. For items damaged whilst on **your trip**, **you** must obtain an official report from an appropriate local repairer confirming the item is damaged and beyond repair.
7. **You** must report the loss, **theft** or damage to the local Police and obtain written confirmation, if **your valuables** are lost, stolen or damaged whilst in a hotel safe, or safety deposit box.

If **your baggage** is recovered, **we** will either forward it to **you** at **your** location on the **trip** or, if the **trip** has ended, to **your home**. Any compensation **you** received under Section 6a must be returned to **us** within 14 days of the receipt of **your baggage**.

Section 6b Baggage Delay on your Outward Journey

No cover is provided under Section 6b for **trips** taken solely within the **United Kingdom**.

What is covered:

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

We will not pay claims under this section in addition to claims under Section 6a (**Personal Baggage**).

Special conditions relating to claims under Section 6b

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

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

Section 6c Personal Money & Passport

What is covered:

We will pay **you** up to the amount shown on the table of benefits, if during a **trip**, the **Personal Money you** are carrying on **your** person or **you** have left in a safety deposit box is lost, stolen, damaged or destroyed, subject to the following conditions and exclusions:

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

Special conditions relating to claims under Section 6c

1. **You** must report loss, or **theft** of **money**, or **your** passport to the local Police and obtain written confirmation within 48 hours of discovery of the incident. A tour operator Representative Report is insufficient.
2. The Police Report must confirm that the loss, or **theft** occurred during the **trip**.
3. **You** must produce to **us** evidence of the withdrawal of **cash** – otherwise no payment will be made.

What is not covered under Sections 6a, 6b and 6c:

1. the **policy excess** per **insured person** per claim;
2. any item loaned, hired or entrusted to **you**;
3. loss, **theft** of, or damage to, **personal baggage, valuables, personal money, or passport** left **unattended** in a public place, or location that the public has access to at any time;
4. any loss, **theft** of, or damage to **personal baggage** left in an **unattended** motor vehicle if:
 - they have not been locked out of sight in a **secure baggage area**;
 - no forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and no evidence of such entry is available;
5. loss, **theft** of, or damage to, **valuables, personal money, or passport**:
 - from a motor vehicle left **unattended** at any time; or
 - left in checked-in baggage, whilst in the custody of a **carrier**; and/or

- packed in baggage left in the baggage hold, or storage area of a **carrier**;
6. any loss, **theft** of, or damage to **personal baggage** left **unattended** at **your** accommodation other than in a hotel room, or private accommodation for **your** sole private use, or the sole private use of **your** travelling party;
 7. any loss, **theft** of, or damage to **personal money, valuables or passport** left **unattended** at any time unless deposited in a hotel safe, or safety deposit box;
 8. wear and tear, depreciation, damage caused by moth or vermin, or any process of cleaning, or restoration, or alteration, atmospheric, or climate conditions, or any gradual occurrence.
 9. electrical or mechanical breakdown, or malfunction of the article insured;
 10. damage to china, pottery, glass, or other fragile, or brittle articles, other than photographic equipment and telescopic lenses, unless by fire, or resulting from an **accident** to a seagoing vessel, aircraft, or vehicle;
 11. liability in respect of a **pair or set** of articles where **we** shall be liable only for the value of that part of the **pair or set** which is lost, or damaged;
 12. equipment used in connection with any **winter sports or sports and activities** unless **you** have paid the required additional **premium** to extend **your** policy;
 13. any loss, **theft** of, or damage to the following items;
 - a) contact or corneal lenses, dentures, hearing aids, bonds, securities, stamps or documents of any kind, including driving licences, musical instruments, tobacco products, alcohol, antiques, pictures, unset precious stones, cycles, mobility scooters, motor vehicles and their accessories, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession, or trade;
 - b) **gadgets** or, any unused mobile or satellite telephone, contract charges, rental charges, or pre-payments;
 14. any claim for **baggage**, or the contents of any **baggage** containing perishable goods.
 15. checked-in baggage that has not been retrieved and taken to **your** accommodation address.
 16. any claim where **you** are able to claim from another insurance covering this risk, or the airline with which **you** travelled, **we** will only pay for any balance outstanding.
 17. confiscation, or detention by Customs, or other lawful officials and authorities;

18. loss, **theft** of, or damage to, travellers' cheques if **you** have not complied with the issuers' conditions or where the issuer provides a replacement service.
19. loss or damage due to depreciation in value, variations in exchange rates or shortages due to error, or omission.
20. anything that can be replaced by the issuer;
21. daily living expenses when obtaining a replacement passport;
22. anything mentioned in the General Exclusions.

Section 7 Personal Accident

Definitions relating to words that appear in Section 7.

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

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

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

What is covered:

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

Cover	Benefit per insured person			
	Classic	Excess	Deluxe	Excess
Loss of limbs or sight	£10,000	Nil	£30,000	Nil
Permanently disabled	£25,000	Nil	£30,000	Nil
Death	£5,000	Nil	£15,000	Nil

Benefits are limited to £2,000 if the **insured person** is under 18 years of age or over 70.

What is not covered:

1. injury not caused solely by outward, violent and visible means;

2. **your** disablement caused by mental or psychological trauma not involving **your bodily injury**;
3. disease or any physical defect, infirmity or **illness** which existed prior to the commencement of the **trip**;
4. any payment per **insured person** in excess of the table within this section if the **insured person** is under 18 years of age, or 71 years of age and over;
5. death, or disablement arising from an **insured person** engaging in any **sports and activities**, or **winter sports** where this **policy** specifically states that Personal Accident cover is excluded (regardless of whether the **sports and activities**, or **winter sports premium** has been paid), or where the sports, or activity is not listed as covered, or is where it is specifically excluded;
6. any **accident** that **you** suffer before **you** go on **your trip**;
7. **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger carrying aircraft);
8. **you** travelling on a motorcycle as either the rider or passenger;
9. **you** taking part in **manual work** or dangerous work, unless **we** have agreed in writing beforehand;
10. anything mentioned in the General Exclusions.

Section 8 Personal Liability

PLEASE NOTE: No cover is provided under Section 8 for trips taken solely within the United Kingdom.

What is covered:

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

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

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

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

Special conditions relating to claims

1. **Our** liability shall not exceed the sum insured in respect of any or all occurrences in a series resulting from one original cause.
2. If **you** receive any communication from any person in connection with any event which may result in a claim under this section, **you** must immediately pass this to **us** without acknowledging the communication to the party who sent the communication.
3. **You** must make no admission of liability, offer, promise of payment, or payment, without **our** written consent.

What is not covered:

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

activities or **winter sports** where this **policy** specifically states that personal liability cover is excluded (regardless of whether the **sports and activities** or **winter sports premium** has been paid);

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

Section 9 Legal Costs & Expenses

Definitions relating to words that appear in Section 9.

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).

What is 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.

What is 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 9 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 10 Hijack

What is covered:

We will pay **you** up to the amount shown on the table of benefits if the aircraft or sea vessel in which **you** are travelling, as a fare paying passenger, is **hijacked** for more than 24 hours on the original, pre-booked, outward, or return journey.

Special conditions relating to claims

You must provide **us** with a written statement from an appropriate authority confirming the **hijack**, **your** involvement in it, and how long it lasted.

What is not covered:

1. any claim resulting from **you** acting in a way which could cause a claim under this section.
2. anything mentioned in the General Exclusions.

Section 11 Personal Assistance Services

What we can provide:

We will pay the administrative and delivery costs, up to a maximum of £250 per **trip**, in providing the following services in respect of a **trip**:

a) Information about your destination

We can provide information on:

- i. current visa and entry permit requirements for any country if **you** hold a British passport. If **you** hold a passport from a country other than Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands, **we** may need to refer **you** to the Embassy, or Consulate of that country;
- ii. current requirements for inoculations and vaccinations for any country in the world and advice on current World Health Organisation warnings;
- iii. arranging relevant inoculations and vaccinations before the commencement of a **trip** abroad.
- iv. climate;
- v. local languages;
- vi. time differences;
- vii. main bank opening hours, including whether or not a Bank Holiday falls within **your** intended **trip**;
- viii. motoring restrictions, regulations, Green Cards and other insurance issues.

b) Transfer of emergency funds

We will transfer emergency funds of up to £500 to **you** in case of urgent need, only when access to **your** normal financial/banking arrangements are not available locally, to cover **your** immediate emergency needs where international money transfer services are available.

You must arrange to have the equivalent funds deposited in **our** account in the **United Kingdom**,

before **we** can release such emergency funds.

c) Message relay

We will transmit two urgent messages following **illness**, **accident** or travel delay problems.

d) Drug replacement

We will assist **you** in replacing lost prescription drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which are unobtainable overseas. We can source and deliver to **you** compatible blood supplies.

e) Tracing lost baggage

We will help with tracing and re-delivering **your** lost or misdirected baggage, where the **carrier** has failed to resolve the problem.

You will need to have **your** baggage tag number available.

f) Replacement travel documents

We will help **you** replace lost or stolen tickets and **travel documents** and refer **you** to suitable travel offices.

g) Homecall referral

We can arrange for a reputable repairer to contact **you** if **your home** suffers damage during **your trip**. They can carry out emergency repairs to the domestic plumbing or drainage system, the domestic gas, or electricity supply, the roofing, external locks, doors, or windows, or the fixed heating system.

You can call **us** for help up to 7 days after **you** have returned **home** from a **trip**.

You will be responsible for the payment of all charges associated with carrying out the repair, including any call out fee, and **you** should make arrangements to pay the repairer or **us** at the time the work is carried out.

What we cannot provide:

1. payment for any items or, for blood (unless insured under another section of this **policy**), and the costs of supplying any medication inadvertently not carried by the **insured person** on the **trip**.
2. payment for any medical consultations, inoculations, or vaccinations;

Section 12 Home Country Cover

This **policy** will cover **you** for each **trip you** undertake solely within the **United Kingdom** provided **you** have pre-booked and paid for a minimum of 2 consecutive nights in paid accommodation away from **home**.

What is covered:

We will arrange and pay up to £1,000 for **your** transfer to a suitable hospital near **your home** when it becomes medically feasible if **you** are hospitalised through sudden **illness** or **accident**, in the course of a **trip**. If necessary **we** will also arrange and pay for a medical escort to accompany **you**.

If we arrange your medical transfer, we will also pay additional accommodation and travelling costs as described in Section 3a up to £1,000.

What is not covered:

1. the **policy excess** per **insured person** per claim;
2. claims when we have not been contacted at the time you are hospitalised or when we have not given you our prior authorisation that we will pay the costs;
3. you being hospitalised less than 50 miles from home;
4. anything mentioned in the General Exclusions.

Section 13 Pet Care

PLEASE NOTE: this section of cover is only included in Classic and Deluxe policies.

What is covered:

We will pay you up to the amount shown on the table of benefits for additional kennel or cattery charges that you incur if you have a valid claim under Section 3a (Emergency Medical & Repatriation), and your return to the **United Kingdom** is delayed by more than 12 hours as a result of you being admitted to a recognised hospital abroad as an in-patient.

Special conditions relating to claims

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

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

Section 14 End Supplier Failure Cover

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom and is underwritten by certain Underwriters at Lloyd's (the Insurer).

The Insurer will pay up to £2,500 in total for each **insured person** named on the Invoice for:

1. Irrecoverable sums paid prior to **Financial Failure** of the **cruise**, Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure or
2. In the event of **Financial Failure** after departure:
 - a) additional pro rata costs incurred by the **insured person(s)** in replacing that part of the travel arrangements to a similar standard of transportation

as enjoyed prior to the **curtailment** of the travel arrangements

or

- b) if **curtailment** of the holiday is unavoidable - the cost of return transportation to the **United Kingdom**, Channel Islands, Isle of Man or to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements.

Financial Failure means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier means the company that owns and operates the services listed in point 1.

The Insurer will not pay for:

1. Travel or Accommodation not booked within the **United Kingdom**, Channel Islands or Isle of Man prior to departure.
2. Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the Insured or widely known publicly at the date of the Insured's application under this **policy**.
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing policy, policies, bond, or is capable of recovery under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
4. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation.
5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach your pre-booked hotel following the **Financial Failure** of an airline.

Complaints Procedure

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our service to you.

Please telephone us on: (020) 8776 3750.

Or write to:

The Customer Services Manager
International Passenger Protection Limited,
IPP House, 22-26 Station Road,
West Wickham,
Kent BR4 OPR

Fax: (020) 8776 3751

Email: info@ipplondon.co.uk

Please make sure that you quote the **policy** number which can be found on your **Validation Certificate**.

It is **our policy** to acknowledge any complaint within 5 working days advising **you** of who is dealing with **your** concerns and attempt to address them. **We** will provide **you** with a written response outlining **our** detailed response to **your** complaint within two weeks of receipt of the complaint. If **our** investigations are ongoing **we** will write to **you**, at that time, and outline why **we** are not in a position to provide **you** with a full response and explain to **you** that **you** are able, at that time, to ask Lloyd's Complaints Team to review the complaint. In any event, **you** will receive either **our** written response or an explanation as to why **we** are not in a position to provide one within four weeks of receipt of **your** complaint. Having followed the above procedure, if **you** are not satisfied with the response **you** may write to:

Complaints Team
Lloyd's, One Lime Street
London EC3N 7HA

Email: complaints@lloyds.com

More information can be found on their website – www.lloyds.com/complaints

Again, if **you** are not satisfied with the response **you** receive from Lloyd's or **we** have failed to provide **you** with a written response within eight weeks of the date of receipt of **your** complaint, **you** have the right to contact the Financial Ombudsman Service at the following address (if **you** are an Eligible Complainant as set out in the definition below).

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

More information can be found of their website – www.financial-ombudsman.org.uk

Making a complaint will not affect **your** right to take legal action.

Definition of an Eligible Complainant

1. A Consumer – Any natural person acting for purposes outside his trade, business or profession.
2. A Micro-Enterprise – An enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.
3. A Charity – Which has an annual income of less than £1 million at the time the complaint is made.
4. A Trustee – Of a trust which has a net asset value of less than £1 million at the time the complaint is made.

Section 15 Mugging Benefit

This cover is in addition to any expenses incurred under Section 3a and any benefit payable under Section 3b.

What is covered:

We will pay **you** up to the amount shown on the table of benefits 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.

What is not covered:

1. if **you** do not obtain a Police Report as soon as possible and provide confirmation of **your** injuries;
2. if the hospital admission is not covered under Section 3a;
3. anything mentioned in the General Exclusions.

Section 16 Withdrawal of Services

What is covered:

We will pay **you** up to the amount shown on the table of benefits if **you** suffer withdrawal of water or electricity supplies at **your** booked accommodation for at least a 60 hour continuous period during **your** trip.

What is not covered:

1. if **you** do not 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;
2. any claim that results from a **strike or industrial action** existing at the time this insurance was issued;
3. anything mentioned in the General Exclusions.

Section 17 Catastrophe

What is covered:

We will pay **you** up to the amount shown on the table of benefits for the cost **you** pay, or agree to pay overseas, for similar travel expenses and 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 another accommodation to continue with **your** holiday.

What is not covered:

1. the **policy excess** per **insured person** per claim;
2. if **you** do not provide **us** with a written statement from an appropriate public authority confirming the full detail of the disaster;
3. if **you** were aware of any event that could have lead to a claim before **you** left **your** international departure point;

4. if **you** do not give **us** proof of all the extra costs **you** had to pay;
 5. any costs that **you** would normally have to pay during **your** period of cover;
 6. any claim that results from **you** travelling against the advice of the appropriate national or local authority;
 7. any costs where the accommodation provider has offered reasonable alternative arrangements;
 8. anything mentioned in the General Exclusions.
- b) cancellation or **curtailment** of scheduled **public transport** due to adverse weather conditions, **strike** or **industrial action**, or mechanical breakdown, or **accident**; or
- c) the motorway on which **you** are travelling in order to reach **your** port of embarkation is closed as a result of an unannounced road traffic **accident**.

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

Section 18 Ash Cloud Delayed Departure

PLEASE NOTE: this section of cover is only included in Deluxe policies.

You are entitled to claim for delayed departure but not for abandoning **your** holiday.

This section does not apply for **trips** in **your** country of residence.

What is covered:

We will pay **you** up to the amount shown on the table of benefits for delayed departure if the first part of **your** booked outward or final return international journeys (by aircraft, ship, coach or cross channel train) is delayed because of volcanic ash. **You** must be delayed by at least 12 hours on each occasion.

What is not covered:

1. if **you** do not check in for **your** trip;
2. if **you** do not provide **us** with a written statement from the appropriate transport company or authority confirming the reason for delay and how long it lasted;
3. any claim that results from **you** missing a connecting flight;
4. claims resulting from a volcanic ash cloud that was public knowledge at the time **you** made travel arrangements;
5. any claim for abandoning **your** holiday;
6. anything mentioned in the General Exclusions.

Section 19 Cruise Cover

Section 19a Missed Port Departure

What is covered:

We will pay **you** up to the amount shown on the table of benefits for reasonable additional travelling and accommodation expenses necessarily incurred to reach **your** cruise ship at the next docking port if **you** arrive at the initial port of embarkation too late to commence the first outward international journey aboard **your** booked **cruise**, as a result of:

- a) breakdown of or **accident** directly involving the vehicle in which **you** are travelling; or

Special conditions relating to claims under Section 19a:

1. **You** must make every effort to reach **your** port of embarkation and check in for any flight, sea crossing, coach or train journey used to reach **your** port of embarkation on time.
2. **You** must obtain written confirmation from the **carrier** stating the period of, and the reason for, the delay.
3. For claims arising from an **accident** to, or breakdown of a private vehicle in which **you** are travelling, **you** must obtain written confirmation from the emergency breakdown services or repairers of the location and reason for the breakdown or the Police **Accident** Report.
4. Claims arising from traffic congestion must be evidenced with written confirmation from the Highways Agency of the location and duration of the delay.

What is not covered under Section 19a:

1. claims arising from actual or planned **strike** or **industrial action** which was common knowledge at the time **you** booked the trip or purchased, renewed or extended this insurance whichever was the later;
2. additional costs where the scheduled **public transport** operator has offered alternative travel arrangements;
3. breakdown of the private vehicle in which **you** are travelling if it has not been regularly serviced;
4. claims under Section 19a in addition to claims under Sections 1 (cancellation) and 5 (travel delay);
5. claims due to **you** allowing insufficient time to complete **your** journey to the departure point;
6. anything mentioned in the additional exclusions applying to Section 19, or General Exclusions.

Section 19b Cabin Confinement

What is covered:

We will pay **you** up to the amount shown on the table of benefits for each full 24 hour period after an initial confinement of a full and continuous 48 hours, if **you** are confined to **your** cabin by the ship's **medical officer** due to a **medical condition** that **you** are experiencing during the **cruise**.

What is not covered:

1. anything mentioned in the additional exclusions applying to Section 19, or General Exclusions.

Section 19c Itinerary Change

What is covered:

We will pay **you** up to the amount shown on the table of benefits for each port listed on **your cruise** itinerary that is missed due to adverse weather or timetable changes.

What is not covered:

1. claims where **you** have not obtained written confirmation from the operator of the **cruise**, or tour operator stating the reason and number of missed ports;
2. claims for missed port arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the trip or purchased, renewed or extended this insurance, whichever was later;
3. claims arising as a result of **your** failure to attend an excursion as per **your** itinerary;
4. anything mentioned in the additional exclusions applying to Section 19, or General Exclusions.

Section 19d Unused Excursions

What is covered:

We will pay **you** up to the amount shown on the table of benefits for pre-paid excursions that **you** are unable to use as a result of **your** confirmed cabin confinement arising as a result of **illness** or injury.

What is not covered under Section 19d:

1. anything mentioned in the additional exclusions applying to Section 19, or General Exclusions

Section 19e Cruise Interruption

What is covered:

We will pay **you** up to the amount shown on the table of benefits for extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by Avanti Assistance) to allow **you** to

re-join **your cruise** at the next available port following **illness** or injury which has required **you** to be off-loaded from the **cruise** for treatment in a hospital (not a ship's hospital).

Special conditions relating to claims under Section 19e

1. **You** must contact Avanti Assistance on the emergency telephone number provided in this **policy** prior to making any additional travel or accommodation arrangements.
2. **You** must obtain written confirmation from the **doctor** in attendance that **you** are medically fit to resume **your cruise**.

What is not covered:

1. claims where less than 25%, or 2 days of **your** original **cruise** itinerary remain;
2. claims for additional travel or accommodation expenses where, in the opinion of the **doctor** in attendance and **our medical officer**, it is not medically advisable for **you** to re-join **your cruise**;
3. claims for additional travel or accommodation expenses where **you** have not obtained **our** prior authorisation before incurring any expenses over £350 in total for all **insured persons**;
4. anything mentioned in the additional exclusions applying to Section 19, or General Exclusions.

Section 19f Emergency Evening Wear

What is covered:

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

What is not covered:

1. claims if **you** do not report the loss or **theft** of **your** evening dress/attire to the Police within 48 hours, and obtain a written Police Report.
2. claims if **you** do not report damage to **your** evening dress/attire to the relevant authority and obtain a written report of the damage.
3. claims if **you** do not provide receipts showing the cost to hire a replacement evening dress or attire.
4. claims as a result of **you** leaving **your** evening dress/attire **unattended** in a public place.
5. anything mentioned in the General Exclusions.

Additional exclusions applying to Section 19

What is not covered:

1. claims where **you** have not obtained written confirmation from the ship's **medical officer** stating the reason for **your** transfer to a hospital away from the **cruise ship**, or the reason for and the period of **your** confinement to **your** cabin;
2. claims arising as a result of, or related to a **pre-existing medical condition** that has not been declared and accepted by **us**, or that is specifically excluded from cover under this policy.

Section 20 Optional Winter Sports Cover

PLEASE NOTE: this section of cover can be included subject to payment of the required additional premium, and it is shown on your Validation Certificate.

When are you covered for winter sports?

You must be 70 years of age, or under, and:

For single trip policies – **you** have selected this option and paid the required additional **premium** for the period of cover.

For annual multi-trip policies – **you** only undertake one trip of up to 17 days in total during the period of cover.

What is covered:

- a) benefits under the sections of cover already described are extended to cover **winter sports** as follows. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all sections in respect of **winter sports**. **You** must read these extensions in conjunction with Sections 1 – 12 and refer back to them when appropriate for full cover details.

You are covered when engaging in the following **winter sports and activities** on a non-competitive and non-professional basis during **your trip** when **you** have paid the additional **winter sports premium** on a single trip. The annual multi trip **policy** automatically offers 17 consecutive days cover if **you** are under 71: -

Big Foot skiing, Heli skiing, Ice-skating (outdoor), Glacier skiing, Guided cross-country skiing (Nordic Skiing), Langlauf, Mono-skiing (on-piste), Skiing or Snowboarding (off-piste but on recognised and authorised areas only), Skiing or Snowboarding (on-piste) Ski touring, Snowcat skiing, Ski touring, Snowcat skiing, Snowshoeing, Tobogganing.

Your policy is extended to cover the following **winter sports** activities but no cover will apply in respect of any Personal Accident or Personal

Liability claims:-

Ice sailing/ice windsurfing, Skidoo, Sleigh pulled by reindeer (when driven by an experienced driver provided by the organiser only) or Snow mobiling.

You will not be covered for any claims arising directly or indirectly when engaging in the following activities:-

Bobsleigh, Free-style skiing, Ice hockey, Luge, Off-piste Skiing or Snowboarding outside recognised and authorised areas, Para-skiing, Skeleton, Ski jumping, Ski racing, Ski slope or Ski stunting.

You are not covered when engaging in organised competitions, or when engaging in an activity against local authoritative warning or advice. Resort authorities classify avalanche risk as follows:-

1 = Low, 2= Moderate, 3 = Considerable, 4 = High, 5 = Very High. **You** are not covered in areas classified as avalanche rating 3 or above.

If **you** are undertaking a pursuit or activity which is not listed in this **policy**, or are in any doubt as to whether cover will apply, please call Avanti Customer Services on 0800 088 4828.

Section 20a Winter Sports Equipment

What is covered in addition to Section 6

– Personal Baggage:

- **We** will pay up to £1,000 per **insured person** if **winter sports equipment** belonging to **you** is damaged, stolen, destroyed or lost (and not recovered) in the course of **your trip**. There is a **single article** limit of £250, whether jointly owned or not;
- **We** will pay the cost of the replacement or the repair of **your winter sport equipment**, whichever is the lower, after making an allowance for wear and tear and loss of value using the following scale;

Age of Item	Amount Payable
Up to 12 months old	85% of the price you paid
Up to 24 months old	70% of the price you paid
Up to 36 months old	50% of the price you paid
Up to 48 months old	25% of the price you paid
Up to 60 months old	10% of the price you paid
Over 60 months old	Nil

Special conditions relating to claims

- **You** must take sufficient precautions to secure the safety of **your winter sport equipment** and must not leave it **unattended** at any time in a place to which the public has access
- Skis and snowboards are covered when locked to a roof rack, which is itself locked to the roof of a vehicle
- **You** must bring any damaged **winter sport equipment you** own back to the **United Kingdom** so that **we** can inspect it

Section 20c Winter Sports Equipment Hire

What is covered:

We will pay up to the amount shown on the table of benefits, for hiring replacement winter sports equipment if yours is lost, stolen, or damaged during your trip.

Special Condition relating to claims

You must provide **us** with receipts and written confirmation of the original and the replacement hire.

What is not covered:

1. the hire of any winter sports equipment to replace any item lost or stolen if **you** did not report it to the Police within 24 hours after **you** discovered it was lost or stolen, and for which **you** have not obtained a written Police Report;
2. anything mentioned in the General Exclusions.

Section 20d Ski Pack

What is covered:

We will pay you £75 per day up to £300 for the unused part of **your** ski pack, if due to **illness** or injury **you** are medically certified as being unable to participate in **winter sports**. A ski pack includes ski-school fees or ski instructor fees, and the cost of any lift pass that **you** have booked.

Special Condition relating to claims

You must obtain a Medical Certificate that **you** were not well enough to use the full ski pack.

What is not covered:

1. anything mentioned in the General Exclusions.

Section 20e Piste Closure

What is covered:

We will pay £20 per day up to £260, if during **your** trip **you** are prevented from participating in **winter sports** activities at **your** pre-booked resort for more than 24 consecutive hours, because insufficient snow causes a total closure of the lift system:

- a) for all reasonable travel costs and lift pass charges that **you** have to pay to travel to and from a similar area to take part in **your** winter sport activity; or
- b) as a **cash** benefit payable, if no alternative resorts are available.

What is not covered

1. the **policy excess** per **insured person** per claim;
2. any item that was lost or stolen if **you** did not report it to the Police within 24 hours after **you** discovered it was lost or stolen, and for which **you** have not obtained a written Police Report;
3. any **winter sport equipment** that was lost, stolen or damaged during a **trip**, unless **you** report this to the **carrier** and get a Property Irregularity Report at the time. **You** must make any claims to the airline within seven days;
4. any **winter sports equipment** that was damaged while in use;
5. **winter sports equipment** left **unattended** in a public place, unless the claim is for skis, ski poles, or snowboards, and **you** have taken all reasonable care to protect them by leaving them in a ski rack between 10am and 8pm;
6. anything mentioned in the General Exclusions.

Section 20b Ski Pass

What is covered:

We will pay £75 per day up to £300 if **your** ski pass, which **you** are carrying on **you**, or which **you** have left in a safety deposit box or safe, is lost, stolen, damaged or destroyed during a **trip**.

What is not covered:

1. any claim if **your** ski pass was lost or stolen and **you** did not report it to the Police within 24 hours after **you** discovered it was lost or stolen, and for which **you** have not obtained a written Police Report;
2. ski passes left **unattended** in a public place;
3. anything mentioned in the General Exclusions.

Special conditions relating to claims

1. **You** must get a written statement from the Resort Manager confirming the reason for the lifts closing and how long it lasted.
2. The resort where **you** are staying must be at least 1,000 metres above sea level and outside the **United Kingdom**.

What is not covered:

1. claims arising from closure of the resort lift system due to avalanches or dangerous high winds;
2. **trips** in the northern hemisphere outside the period commencing 1st December and ending 30th April;
3. **trips** in the southern hemisphere outside the period commencing 1st April and ending 31st October;
4. anything mentioned in the General Exclusions.

Section 20f Avalanche or Landslide

What is covered:

We will pay up to £250 for reasonable extra accommodation and travel expenses if, following avalanches, or landslides, access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed**.

Special conditions relating to claims

You must obtain a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.

What is not covered:

1. anything mentioned in the General Exclusions.

20g Search and Rescue

What is covered:

We will pay **you** up to £10,000 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 necessary for the local authorities or professional guide to instigate a search and rescue operation. This does not include the costs of medical evacuation (by the most appropriate transport) for a medical emergency, which is covered under Section 3a.

What is not covered:

1. if **you** do not comply with local safety advice and adhere to the recommendations prevalent at the time;

2. if **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;
3. costs other than **your** proportion of a search and rescue operation;
4. costs beyond the point where **you** are covered by search and rescue or the time where search and rescue authorities advise that continuing the search is no longer viable;
5. anything mentioned in the General Exclusions.

20h Physiotherapy Benefit

What is covered:

We will pay **you** up to £200 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**.

What is not covered:

1. if **you** do not obtain a letter from **your** GP confirming that the treatment is medically necessary;
2. any **accident** occurring whilst **you** are skiing or snowboarding off-piste outside the resort boundaries;
3. physiotherapy that does not result from an **accident** which is covered under the terms of Section 3a;
4. anything mentioned in the General Exclusions.

Section 21 Optional Golf Cover

PLEASE NOTE: this section of cover can be included, subject to payment of the required additional premium, and it is shown on your Validation Certificate.

Definitions relating to words that appear in Section 21

Golf equipment – Golf clubs, golf bag, golf shoes and non-motorised golf trolleys.

Section 21a Golf Equipment

What is covered:

We will pay up to £1,000 for **accidental** loss, **theft** of, or damage to **golf equipment** which **you** own.

Within this amount the following sub-limits apply:

- a) **we** will pay up to £500 for any one club or one piece of **golf equipment**, if **you** cannot provide an original receipt or other satisfactory proof of ownership and value to support the claim, payment for any **single article**, or for any one **pair or set** of articles, will be limited to a maximum of £50, evidence of replacement value is not sufficient.

- b) **we** will pay up to £500 in total, for all articles lost, damaged or stolen in any one insured incident. If **you** cannot provide satisfactory proof of ownership and value.
- c) the amount payable will be the value at today's prices less a deduction for wear and tear and depreciation, (calculated from the following table), or **we** may at **our** option replace, re-instate or repair the lost or damaged **golf equipment**.

Age of Item	Amount Payable
Up to 1 year old	90% of purchase price
Up to 2 years old	70% of purchase price
Up to 3 years old	50% of purchase price
Up to 4 years old	30% of purchase price
Up to 5 years old	20% of purchase price
Over 5 years old	Nil

What is not covered:

- the **policy excess** per **insured person** per claim;
- more than £500 per **single article** of **golf equipment**;
- golf equipment** which is over five years old;
- loss, **theft** of, or damage to, **golf equipment** from checked-in baggage left in the custody of a **carrier** and/or packed in baggage left in the **baggage** hold or storage area of a **carrier**;
- claims arising from delay, seizure, or confiscation by customs or other officials;
- claims for loss, **theft** or damage to anything being shipped as freight or under a bill of lading;
- damage to, loss or **theft** of **golf equipment**, if it has been left:
 - unattended** in a place to which the public have access; or
 - in an **unattended** motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- damage to, loss or **theft** of **golf equipment**, which is being carried on a vehicle roof rack;
- any claim for damage to **golf equipment** whilst in use;
- claims arising from damage caused by leakage of powder or liquid carried within **your golf equipment**;
- claims arising from loss or **theft** from **your** accommodation unless there is evidence of forced entry which is confirmed by a Police Report.
- loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown.
- Anything mentioned in the General Exclusions.

Section 21b Golf Equipment Hire

What is covered:

We will pay **you** the sum of £30 per complete 24 hours, up to a maximum of £300, for the hire of replacement **golf equipment** if **your own golf equipment** is lost, stolen or damaged, or it is certified by the **carrier** to have been lost or misplaced on the outward journey of a **trip** for a period in excess of 12 hours.

Special conditions relating to claims

(applies to Sections 21a and 21b)

- Within 24 hours of discovery of the incident **you** must report the loss or **theft** of **golf equipment** to the local Police and obtain a written report which includes the crime reference number.
- We** have the option to either pay **you** for the loss, or replace, reinstate or repair the items concerned. Claims are not paid on a 'new for old', or replacement cost basis. A deduction therefore will be made for wear and tear and depreciation.
- You** must take suitable precautions to secure the safety of **your golf equipment**, and must not leave it unsecured, or **unattended**, or beyond **your** reach at any time in a place where the public have access.
- For items damaged whilst on **your trip**, **you** must bring them back with **you** or, obtain an official report from a retailer or repairer confirming the item is damaged and beyond repair.
- If **your golf equipment** is lost, stolen or damaged while in the care of a **carrier**, transport company, authority or hotel **you** must report to them, in writing, details of the loss, **theft** or damage and obtain written confirmation. If **your golf equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - obtain a Property Irregularity Report (PIR) from the airline.
 - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
 - retain all travel tickets and tags for submission if a claim is to be made under this **policy**.
- If **your golf equipment** is lost, **you** must provide receipts and a report from the **carrier** confirming the length of the delay – otherwise no payment will be made.
- If claiming for **your** goods that were stolen, or lost **you** should produce proof of purchase of the original goods by way of receipts, credit card or bank statements – otherwise **our** liability shall be limited to £60.

What is not covered:

1. loss, **theft** of or damage to **golf equipment** contained in or stolen from an **unattended** vehicle:
 - a) overnight between 10pm and 8am (local time); or
 - b) at any time between 8am and 10pm (local time) unless it is in the locked boot which is separate from the passenger compartment, or for those vehicles without a separate boot, locked in the vehicle and covered from view and there is evidence of forcible and violent entry to the vehicle confirmed by a Police Report.
2. claims arising from **golf equipment** left **unattended** in a place to which the general public has access (e.g. on a golf course) or left in the custody of anyone other than an **insured person** or **your travelling companion**.
3. loss or damage due to delay, confiscation or detention by customs or other authority.
4. loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
5. claims arising from damage caused by leakage of powder or liquid carried within personal effects or **golf equipment**.
6. claims arising from loss or **theft** from **your** accommodation unless there is evidence of forced entry which is confirmed by a Police Report.
7. claims arising for loss, **theft** or damage of **golf equipment** carried on a vehicle roof rack.
8. anything mentioned in the General Exclusions.

Section 21c Non-refundable Golfing Fees

What is covered:

We will pay £75 per complete 24 hours up to £150 for the proportionate value of any non-refundable, pre-paid green fees, or tuition fees unused due to the following:

- a) **you** being unable to play golf due to **your accidental** injury, or **illness**, or adverse weather conditions causing the closure of the golf course; or
- b) loss or **theft** of **your** documentation which prevents **your** participation in the pre-paid golfing activity.

Special conditions relating to claims

You must report any loss or **theft** to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, **theft** or attempted **theft** of golfing documentation. A holiday representative's report is not sufficient.

What is not covered:

1. any claims arising directly or indirectly as a result of any **pre-existing medical conditions** unless **you** have declared all **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them for insurance;
2. claims arising directly from a **medical condition** which is not substantiated by a report from the treating **doctor** confirming **your** inability to play golf;
3. anything mentioned in the General Exclusions.

Section 21d Hole-in-one cover

What is covered:

We will pay **you** £75 if **you** score a hole-in-one (gross) during **your** trip.

Special conditions relating to claims

1. **You** must be a member of a recognised golf club affiliated to a national golfing union and hold an official national golfing union handicap;
2. **You** must have **your** scorecard signed by **your** playing partner(s) who must be members of a national golfing union, and countersigned by the secretary/manager of the club at which the hole-in-one has been scored;
3. The golf course at which the hole-in-one is scored must be affiliated to the golfing union of the country in which it is located;

What is not covered:

1. if the golf course is of fewer than 18 holes or if the hole at which the hole-in-one is scored is shorter than 90 metres (98 yards);
2. if temporary greens and/or tee boxes are in use;
3. anything mentioned in the General Exclusions.

Section 22 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**.

What is covered:

We will pay **you** up to the amount shown on the table of benefits 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.

Special conditions relating to claims

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.

What is not covered:

1. the **policy excess** per **insured person** per claim;
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**.

General Conditions – applying to all sections

1. **You** will not be covered under Sections 1, 2 and 3, unless **you** have made **your medical health declaration(s)** for the period for which **your** insurance is required, and **you** have declared ALL **pre-existing medical conditions to us** and **we** have written to **you** accepting them for insurance.
2. Any medical information supplied in **your medical health declaration** will be treated in the strictest confidence, will be used solely for **our** own internal purposes for the assessment of risk and for any claims. It will not be disclosed to anyone else without **your** specific approval. **We** shall not refuse cover unless, in **our** opinion, the risk associated with the particular person travelling is substantially greater than that represented by the average healthy traveller. The cost of any medical evidence produced in connection with a **medical health declaration** shall be borne by **you**.
3. It is **your** responsibility to ensure **you** have told **us** about any change in **your** health, or medical status before **you** depart on each **trip** and throughout the period of cover. Any change must be accepted in writing by **us** before cover will be continued. If **you** are in doubt as to whether a change is important, **you** should contact Avanti Customer Services.
4. This **policy** is a legal contract based on the information **you** supplied when **you** applied for, renewed, or amended this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that **you** have answered **our** questions fully and accurately. Failure to provide full and accurate disclosure may affect **your** claim.
5. **You** must exercise reasonable care for the supervision and safety of both **you** and **your** property. **You** must take all reasonable steps to avoid, or minimise any claim. **You** must act as if **you** are not insured.
6. **We** will make every effort to apply the full range of services in all circumstances dictated by the Terms and Conditions. Remote geographical locations, or unforeseeable adverse local

conditions may preclude the normal standard of service being provided.

7. **You** must comply in full with the Terms and Conditions of this **policy** before a claim will be paid.
8. **You** must contact Avanti Assistance as soon as possible where **your** claim is more than £350. **You** must make no admission of liability, offer, promise or payment without **our** prior consent.
9. **We** are entitled to take over the defence, or settlement of any claim, recover expenses or compensation from any other third parties involved at any time, or take legal action in **your** name or in the name of anyone else claiming under this **policy**.
10. **We** may, at any time, pay to **you** our full liability under this **policy** after which no further liability shall attach to **us** in any respect, or as a consequence of such action.
11. **You** will co-operate fully with **us** in any recovery attempt **we** make to recover sums that **we** have paid out under the terms of the **policy**. **We** will pay all costs associated with the recovery of **our** outlay. **You** agree not to take any action that may prejudice **our** recovery rights and will advise **us** if **you** instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this **policy**. The sums **we** have paid out under the terms of the **policy** will be reimbursed from any recovery made.
12. **You** must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). **We** may at any time and at **our** expense take such action as **we** deem fit to recover the property lost or stated to be lost.
13. In the event of a valid claim **you** shall allow **us** the use of any relevant **travel documents** **you** are not able to use because of the claim.
14. **You** must notify **us** in writing of any event which may lead to a claim, within 28 days of **your** return to **your home**:
 - **you** must complete a claim form substantiating **your** claim, together with (at **your** own expense) all certificates, information, evidence and receipts that **we** reasonably require.
 - As often as **we** require **you** shall submit to medical examination at **our** expense.
 - **We** may request a post mortem examination to be carried out for an **insured person** at **our** expense.
15. This **policy** shall become void and the **premium** paid shall be forfeited if any fraudulent claim is made. Any benefits so claimed and received must also be repaid to **us**.
16. If any dispute arises as to the **policy** interpretation, or as to any rights or obligations under this **policy**, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the Complaints Section. Using this service will not affect **your** legal rights.
17. **You** will be required to repay to **us**, within one month of **our** request to **you**, any costs or expenses **we** have paid on **your** behalf which are not covered under the Terms and Conditions of this **policy**.
18. This **policy** is subject to the laws of England and Wales unless **we** agree otherwise. The Courts of England and Wales alone shall have jurisdiction in any disputes.
19. When engaging in any covered sport or holiday activity **you** must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and **you** must use all appropriate precautions, equipment and protection.
20. At all times **you** must satisfy **yourself** that **you** are capable of safely undertaking the planned sport or activity and **you** must take care to avoid injury, **accident** or loss to **yourself** and to others.
21. **We** will not pay for any costs which are recoverable elsewhere.
22. **You** must disclose details of any other insurance **policy** held. If **you** fail to do so this may result in **your** claim not being paid. Each insurance company will contribute a proportion of the full amount of **your** claim payment (providing **your** claim is valid), except for valid Personal Accident claims which **we** will pay in full. Under no circumstances shall **you** benefit from double payment (dual insurance) under the terms of any of **your** insurance policies. In the event that **you** have received payment to which **you** were not entitled under this **policy** **we** have the right to recover the value of the overpayment from **you**.
23. If **you** are travelling to a European Union country it is a condition of this insurance **policy** that **you** obtain a European Health Insurance Card (EHIC).

General Exclusions – applying to all sections

No section of this policy shall apply in respect of:

1. Claims arising as a result of the following:
 - a) If **you** or any other **insured person** covered by this **policy** have suffered from, or received any

- form of medical advice, treatment, or medication for any of the following conditions before purchasing **your policy**, unless the condition has been declared to **us** and accepted by **us** in writing:
- i. any heart condition (for example, heart attack, angina, chest pains or ischemic heart disease); or
 - ii. any circulatory condition (for example, high or low blood pressure, raised cholesterol, blood clots, aneurysm, stroke, transient ischaemic attack, or brain haemorrhage); or
- b) If **you**, or anyone insured on this **policy** have suffered from any of the following in the 2 years before purchasing **your policy**, unless **you** have made a declaration to **us** and **we** have agreed to provide cover in writing:
- i. **you** have a **medical condition** for which **you** have been prescribed medication; or
 - ii. **you** have received treatment, investigative tests, or had a consultation with a **doctor**, or a hospital consultant.
 - iii. any respiratory condition (for example, chronic asthma, chronic obstructive pulmonary disease (COPD) or chronic bronchitis).
- c) If after **you** have purchased **your policy** but before **you** book a **trip**, **you** or any other **insured person** covered by this **policy** suffer from any new **medical condition** and **you** have not informed **us** of the new condition when **we** asked.
- d) **You** travelling with the intention of receiving medical treatment abroad.
- e) **You**, a **close relative**, a **travelling companion**, or any person with whom **you** had arranged to stay with:
- i. are receiving, or waiting for hospital investigation, or treatment for any undiagnosed condition, or set of symptoms at the time of purchasing **your policy** and/or at the time of commencing travel; or
 - ii. are receiving medical treatment under a medical trial; or
 - iii. have been given a terminal prognosis at the time of purchasing **your policy** and/or before commencing travel.
2. Any claim that relates to a diagnosed psychiatric, or psychological disorder, anxiety or depression which **you** have suffered from, required treatment, or prescribed medication for in the two years before purchasing **your policy**, unless the condition has been declared to **us** and accepted by **us** in writing.
 3. Any person who has reached the age of 86 years at the start of the period of cover for annual multi-trip policies and 76 years at the start of the period of cover for **long stay** policies.
 4. Any person participating in **winter sports** who has reached the age of 71 years prior to the start of the period of cover.
 5. Claims following **your** failure to provide **us** with full and accurate information in response to **our** questions, or **your** failure to meet any Terms and Conditions of the **policy**.
 6. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this **policy**, be covered by any other existing guarantee, insurance, compensation scheme or any motoring organisation's service. If **you** have any other **policy** in force, which may cover the event for which **you** are claiming, **you** must tell **us**. This exclusion shall not apply to Personal Accident cover.
 7. Any costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **you** would have paid for in any case).
 8. **We** will not pay for any losses which are not directly covered by the Terms and Conditions of this **policy**. Examples of losses **we** will not pay for include loss of earnings due to being unable to return to work following injury or **illness** happening while on a **trip** and replacing locks if **you** lose **your** keys.
 9. Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an **insured person's illness** or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs unless pre-authorised by **us** or part of a valid claim under Section 1 (Cancellation), Section 2 (**Curtalement**), Section 3a (Medical Emergency & Repatriation Expenses) or Section 6c (**Personal Money** & Passport).
 10. Any deliberately careless or deliberately negligent act or omission by **you**.
 11. Any claim arising or resulting from **your** own illegal or criminal act.
 12. Any claim arising directly or indirectly from **your** drug addiction or solvent abuse, alcohol intake, or **you** being under the influence of drug(s).
 13. Any claim arising or resulting directly or indirectly from **your** suicide, attempted suicide, intentional self-injury, needless self-exposure to danger except in an endeavour to save human life, or fighting except in self-defence.

14. **You** engaging in **manual work** in conjunction with any profession, business or trade during the **trip**.
15. **You** engaging in any **sports and activities** or **winter sports** where **you** have not selected the optional cover and the **premium** required has not been paid, or where such activity is not listed as covered in this **policy**.
16. Participation in any racing (other than on foot), or organised competition involving any **sports and activities** or **winter sports**.
17. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss:
 - a) **Active participation**.
 - b) **War and civil unrest** including any action taken in controlling, preventing, suppressing or in any way relating to **war and civil unrest**, unless **you** are in an area subject to **war and civil unrest** at the outbreak of hostilities, in which case **you** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **you** take the first reasonable opportunity to leave the area. If **you** fail to take such an opportunity all cover under this **policy** will end.
 - c) **Nuclear energy**, including nuclear reactions, radiation and **contamination**.
 - d) **Weapons of Mass Destruction**.
 - e) **Cyber-terrorism**.
18. Any claim when **you** have not paid the required **premium** for the number of days comprising **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.
19. Loss, or damages of any kind arising from the provision of, or any delay in providing, the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.
20. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this **policy** relates, whether provided by **us** or by anybody else (whether or not recommended by **us** and/or acting on **our** behalf) unless negligence on **our** part can be demonstrated.
21. Any expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
22. Arising from **you** acting against the advice of a **doctor**.
23. **Your** travel to a country or specific area or **event** to which the Foreign & Commonwealth Office, or the World Health Organisation (WHO), or similar governing body have advised against all, or all but essential travel.
24. Arising from volcanic ash clouds unless **you** have purchased the Deluxe **policy**.
25. Claims arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased cover (if later);
26. Withdrawal from service of the aircraft, sea vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country.

Sports & Activities

This **policy** will cover **you** when participating in any of the following activities on a non-professional, non-competitive basis;

Accepted activities

Aerobics, Archery*, Badminton, Banana boat rides, Baseball, Basketball, Beach cricket, BMX (only if wearing a helmet), Boogie Boarding, Bowls (including competitions), Boxing Training*, Bungee jumping*, Camel/elephant riding/trekking*, Canoeing/kayaking* (only if wearing a life-jacket and helmet and only on inland and coastal waters – not white water), Catamaran sailing, Clay Shooting*, Climbing (on a climbing wall only) Cricket, Croquet, Curling, Cycling (only if wearing a helmet, not mountain biking), Dog sledging* (when driven by an experienced driver provided by the organiser only), Dinghy sailing* (only if wearing a life-jacket and only inside territorial waters), Falconry*, Flying as a passenger in an aircraft (private plane, small aircraft, glider or helicopter), Fell walking (no climbing), Fencing*, Field hockey*, Fishing*, Football*, Gaelic Football*, Glacier Walking (with a guide), Golf, Go-Karting (only if wearing a helmet)*, Gym/fitness, Hiking (under 4,000m altitude providing there are no overnight stays between 2,000m and 4,000m), Horse riding* (only if wearing a riding hat and no cover for polo, hunting or jumping), Hot air ballooning* (as a fare paying passenger in a licensed aircraft), Ice skating, Jet skiing*, Jogging, Martial arts (non contact training only), Motor cycling as a passenger or rider* (only if wearing a helmet, the motorcycle is under 125cc and the rider holds a valid motorcycle licence), Mountain biking* (only if wearing a helmet), Netball, Paint

balling*, Orienteering (no climbing), Parascending* (over water), Rambling (under 4,000m altitude providing there are no overnight stays between 2,000m and 4,000m), Ringos, Roller blading/line skating, Roller hockey/street hockey* (only if wearing pads and a helmet), Rounders, Rowing, Running (not long distance), Safari (organised in the UK), Scuba diving** (conditions apply, please see Scuba diving conditions), Segwaying*, Shark diving (in a cage)*, Skate boarding, Sky diving (one jump and tandem only)*, Snorkelling, Softball, Squash, Surfing, Swimming, Swimming with dolphins (as part of a supervised activity), Table-tennis, Tennis, Ten pin bowling, Trampolineing, Tree top walking* (as part of a supervised activity), Trekking (under 4,000m altitude providing there are no over night stay between 2,000m and 4,000m), Volleyball, Walking, Wake boarding*, Water polo, Water skiing*, White/black water rafting Grades 1 to 4* (only if wearing a life-jacket and helmet), Windsurfing, Wind tunnel flying*, Yachting/crewing* (only if wearing a life-jacket and only inside territorial waters), Yoga, Zorbing/hydrozorbing*.

Activities above that are marked with a single * will exclude all cover under the Personal Accident and Personal Liability sections of this **policy**. This **policy** specifically excludes participating in, or practising any of the following activities;

Excluded Activities

Abseiling, American football, Animal conservation/game reserve work, Base jumping, Big game hunting, BMX stunt riding, Boulderling, Boxing, Canoeing/kayaking (white water), Canyoning, Caving/pot holing, Coasteering, Cross-channel swimming, Cycle racing and time-trialling, Free/high diving, Gliding, Hang gliding, Hiking (above 4,000m altitude), Horse jumping/ hunting, Kite surfing, Lacrosse, Micro-lighting, Motor cycling as a passenger or rider (unless wearing a helmet, the motorcycle is under 125cc and the rider holds a valid motorcycle licence), Mountaineering, Organised competitive team sports, Paragliding, Parascending (over land), Polo, Professional sport, Quad biking, Rock climbing, Rugby, Sailing (outside territorial waters), Scuba diving (to a depth below 30m, Tombstoning, Track days using motorised vehicles (except Go-karting), Trekking (above 4,000m altitude), Water ski jumping, Weightlifting, White/black water rafting (Grade 5 to 6), Wrestling, Yachting (crewing) – outside territorial waters.

If **you** are undertaking a sport, or activity which is not listed, or are in any doubt as to whether cover will apply, please call Customer Services.

**Scuba diving conditions

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

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

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

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

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

Making a claim

If **you** have a medical emergency, need to curtail your trip or require the Personal Assistance Services while **you** are outside the United Kingdom, please call Avanti Assistance on + 44 1403 288 414 or +1 844 780 0639 when calling from within the USA and Canada. The Emergency Assistance Line is open 24 hours a day, 365 days a year.

Travel Claims

If **you** need to make any kind of non-emergency claim, please call the Claims team on 01403 288 410 if **you** are within the **United Kingdom** or +44 1403 288 410 if **you** are abroad.

You can also register **your** claim online by visiting the following website: www.avantitravelinsurance.co.uk/claims.

Please have **your** insurance **Validation Certificate** number to hand, and have ready any documents **you** may have that could be relevant to **your** claim for cover as detailed under Sections 1 to 19 (for example Medical Certificates, travel tickets, boarding passes, letters from authorities/ **public transport** providers/ airlines, depending on which section of cover **you** are claiming for).

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

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

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

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

Claims Procedure for Section 9:

To make a claim under this section of **your policy** please write to:

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

Or telephone: 01 17 934 0548

Claims Procedure for Section 14:

International Passenger Protection (IPP) claims only. Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting **your Policy** Number, Travel Insurance **Policy** Name and reference ESFI-V2.18:

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff
CF10 3DQ
United Kingdom

Telephone: +44 (0)345 266 1872
Email: Insolvency-claims@ipplondon.co.uk
UK Website: www.ipplondon.co.uk/claims.asp

Subrogation

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

Fraud

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

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

Disclosure of Information

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

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

Please Note

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

EU Travel Regulations

Travel delays

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

If the delay is more than 5 hours, the airline must offer to refund **your** ticket. The Regulations should apply to all flights, whether budget, chartered or

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

Claims for Personal Baggage

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

Complaints

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

Complaints related to **your** policy:

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

Customer Services Manager
Avanti Travel Insurance,
McGowan House, Waterside, The Lakes,
Bedford Road, Northampton NN4 7XD.

Email: complaints@Avanti.co.uk

Telephone: 0800 652 9957

Complaints related to **your** claim:

For all sections except 9 and 14 – please forward details of **your** complaint to:

The Managing Director
ERV/ETI International Travel Protection
Afon House, Worthing Road, Horsham,
West Sussex RH12 1TL

Email: contact@erv.co.uk

If **you** wish to complain under Section 9 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** have a complaint under End Supplier Failure, please see Section 14 for details.

Please ensure **your** policy number is quoted in

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

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

Tel: 0800 0234 567

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

Cancellation provisions

Your right to cancel the policy

Date of effect of cancellation made by you

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

You have the right to cancel **your** policy within 14 days of the date of issue or receipt of **your** documents, whichever is later. **We** will only refund to **you** any premium **you** have paid, less any fees and charges if **you** have not travelled, or have made, or intend to make a claim.

If the notice of cancellation is received outside the 14 day cooling-off period no premium will be refunded, however discretion may be exercised in exceptional circumstances such as bereavement or a change to the policy resulting in **us** declining to cover **your** medical conditions.

Cancellation by us

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

Effective time of expiry

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

Financial Services Compensation Scheme (FSCS)

ERV are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Further information about compensation scheme arrangements is available from the FSCS.

General Data Protection Regulation

Privacy Policy

How we use the information about you

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

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

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

We may share information with trusted third parties in order to administer **your policy** and deal with any claims. These include TICORP Limited and Howserv Limited, contractors, investigators and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. **We** have strict contractual terms in place, including the model legal terms defined by the European Union to make sure that **your** information remains secure. **We** will not share **your** information with anyone else unless **we** are required by our regulators, or other authorities.

Special Categories of Personal Data

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

How we store and protect information

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

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

Data Protection Officer
Avanti Travel Insurance,
McGowan House,
10 Waterside,
The Lakes,
Bedford Road,
Northampton NN4 7XD
Email: dataprotectionofficer@avanti.co.uk

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

Data Protection Officer
ERV
Afon House,
Worthing Road,
Horsham,
West Sussex, RH12 1TL,
United Kingdom
Email: dataprotectionofficer@erv.co.uk

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

Data Protection Officer,
DAS Legal Expenses,
Insurance Company Limited,
DAS House,
Quay Side,
Temple Back,
Bristol BS1 6NH

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

Data Protection Officer,
International Passenger Protection Limited,
IPP House,
22-26 Station Road,
West Wickham,
Kent, BR4 OPR

Requesting assistance

In an emergency, first check that the circumstances are covered by this **policy**. Having done this, telephone Avanti Assistance stating **your** name and **policy** number.

Helpline	UK Number	Overseas Number
Avanti Assistance (24 hour Emergency Helpline)	01403 288 121	+44 1403 288 121
Freephone when calling from a landline within the USA and Canada Call charges apply when calling from a mobile		+1 833 251 8487
Avanti Claims	01403 288 122	+44 1403 288 122
Customer Services	01376 560 800	+44 1376 560 800
Sales	01376 556 910	+44 1376 556 910

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

You can also register **your** claim online by visiting the following website:
www.avantitravelinsurance.co.uk/claims.

Compensation Scheme

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

Do you have the right cover?

- Year-round Annual Multi-Trip
- Single Trip up to 104 days
- Long Stay up to 18 months

Travel Insurance important numbers

24 hours Emergency Medical Assistance

+44 1403 288 121

+1 833 251 8487

Freephone when calling from a landline within the USA and Canada

(Call charges apply when calling from a mobile)

Claims

+44 1403 288 122

Renewals: **01376 556 910**

Email: info@avanti.co.uk

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 Avanti 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 Avanti Customer Services.

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. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is licensed and regulated by the Gibraltar Financial Services Commission number 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 number 03882026. Registered office: McGowan House, 10 Waterside, The Lakes, Bedford Road, Northampton, NN4 7XD. Howserv Limited is authorised and regulated by the Financial Conduct Authority FRN 599282.

www.avanti.co.uk