



Essentials • Classic • Deluxe Travel Insurance Policy **November 2023**

Welcome to Avanti

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. For any amendments to your policy, please log into your **MyAvanti** account at **www.avantitravelinsurance.co.uk**, where you will also be able to live chat with our team for any queries & see our opening times. There is no amendment fee for online policy changes on your **MyAvanti** account. However, changes made by calling the customer services team will incur an administration fee of **up to £15**.

Essential Information

It is important that **you** read this document and **your Validation Certificate** carefully to ensure it meets **your** requirements and so that **you** understand the extent of cover provided, what is and is not covered along with any terms, or conditions of cover.

The **policy** document contains different levels of cover, some of which are optional and only apply where **you** have selected them and paid the required additional **premium**.

For information about **your** rights to cancel this **policy** and the cooling-off-period, please see Cancellation Provisions on page 44 of this policy booklet.

You can download these documents in your **MyAvanti** account at **www.avantitravelinsurance.co.uk**.



Useful telephone numbers - in case you need us

24 hour Medical Emergency Support

If you require medical assistance whilst on holiday	+44 1403 288 123
Freephone from a landline within USA and Canada	+1 833 251 8487°
Please dial when calling from Mexico	+1 819 780 0639 [*]
If you need to make a non-emergency claim	01403 288 122
*Call charges apply when calling from a mobile	

Customer Services Team

Manage your policy on the go with MyAvanti

- Easy access to your policies and documents
- \checkmark Update your personal details, dates of travel and destination
- Update your medical information
- Renew your policy

Visit my.avantitravelinsurance.co.uk/signin

Or scan with your smartphone camera to get started



There is no amendment fee for online policy changes on your **MyAvanti** account. However, changes made by calling the customer services team will incur an administration fee of **up to £15**.

To ensure we are consistent in providing our customers with quality service, we may record your telephone call. If you need to make a claim - please see the back cover for the relevant telephone numbers and page 44 for our claims procedures.

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24-hour emergency medical assistance

For emergencies abroad call us first

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

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

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

If you have to cut short your trip under

Section 2 (Cutting Short Your Trip) or Section 3 (Emergency Medical & 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.

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

Countries with reciprocal health agreements

If **you** require medical treatment during **your trip** then in the first instance **you** must make use of any reciprocal health agreement between the **United Kingdom**, Channel Islands, or the Isle of Man and the country **you** have travelled to, such as the GHIC. In the event of liability being accepted for medical expenses that have been reduced by the use of a reciprocal health agreement then **we** will not apply the deduction of the **excess** under Section 3 – Emergency Medical & Repatriation Expenses.

Australia and New Zealand

If you require medical treatment in;

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

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

Health Declaration

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

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

A pre-existing medical condition means:

- a. in the last two years, you have suffered from any medical or psychological conditions for which you have received treatment, been prescribed medication, attended any consultations, investigations or check-ups. And/or
- b. **you** have ever suffered from or received treatment, investigations, or tests for:
 - a heart attack, angina, chest pain(s) or any other heart condition
 - high blood pressure, blood clots, raised cholesterol, aneurysm or any circulatory disease
 - any form of stroke, transient ischemic attack (mini-stroke) or brain haemorrhage

Pre-existing medical conditions will not be covered unless they have ALL been declared and accepted by us and are shown on your Validation Certificate. You must therefore ensure that you answer all questions about yourself and anyone else insured under your policy fully, honestly, and to the best of your knowledge, as failure to answer our questions accurately may affect the cover we provide and our ability to pay your claim.

Make sure you check your policy documents to ensure you have declared ALL pre-existing medical conditions. If you need to make a change to the conditions declared or the answers to any of the questions, or to add a medical condition, you can do so by logging in to your MyAvanti account at www.avantitravelinsurance.co.uk or you can contact our Avanti Customer Services team.

What is not covered

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

Awaiting a medical procedure

This **policy** will not under any circumstances provide cover for claims under Section 1 Cancellation or Section 2 Cutting Short Your Trip, relating to any **medical condition** for which **you** are awaiting a medical procedure. However, **we** may be able to provide cover under all other sections if **you** are awaiting certain medical procedures, for example an arthroscopy or removal of cataracts. To see the full list of acceptable procedures, visit www.avantitravelinsurance.co.uk/ procedures-covered. **You** must tell **us** which procedure **you** are awaiting, and this must be accepted by Avanti and shown on **your Validation Certificate**. An additional **premium** may be required. Cover will only be provided where **you** are not travelling against **your UK doctor's** advice.

Awaiting a post-procedure follow-up

This **policy** will not under any circumstance provide cover for claims under Section 3 Emergency Medical & Repatriation Expenses, arising as a result of, or related to any medical procedure for which **you** are awaiting a follow-up consultation, treatment, tests or investigation, however **we** may be able to provide cover under all other sections of cover for certain medical procedures for which **you** are waiting to be discharged provided that:

- 1. All surgical wounds have fully healed and no longer require dressing
- 2. All external stitches, sutures, or staples have been removed
- 3. There have been no complications, or infections after having had the procedure
- 4. Your mobility is no worse than it was before you had the procedure
- 5. You obtain a letter from your GP (doctor) confirming that you are medically fit enough to undertake this **trip**
- 6. You understand that this **policy** will not cover the cost of any follow-ups required during the insured **trip**

Cover for claims under Section 1 Cancellation and Section 2 Cutting Short Your Trip will only apply if **you** booked the **trip** or purchased the **policy** (whichever is earlier) before **you** were told that **you** needed to have the procedure.

To see the full list of acceptable procedures, visit www.avantitravelinsurance.co.uk/procedures-covered. You must tell us which procedure you are awaiting a follow-up, and this must be accepted by Avanti and shown on your Validation Certificate. An additional premium may be required. Cover will only be provided where you are not travelling against your UK doctor's advice.

Changes to your health

Tell **us** about changes to **your** health by logging into your MyAvanti account at www.avantitravelinsurance.co.uk or by contacting **our** Avanti Customer Services team. **You** must tell **us** if any of the following happen after **you** purchase **your policy**, or before booking any new **trips** or before starting a **trip**:

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

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

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

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

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

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

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

Section	Cover	Limits of cover	Excess	Limits of cover	Excess	Limits of cover	Excess
		Essentials		Classic		Deluxe	
1&2	Cancellation and Cutting Short Your Trip	£1,000	£150	£5,000	£75**	£7,500	Nil
	Pre-booked Excursions	£250	Nil	£250	Nil	£250	Nil
За	Emergency Medical and Repatriation Expenses	£5million	£150	£10million	£75	Unlimited	Nil
	Emergency Dental Treatment	£250	£150	£300	£75	£500	Nil
	Additional Accommodation and Travelling Costs	£2,000	Nil	£2,000	Nil	£2,000	Nil
Зb	Hospital Daily Benefit	No cover av	ailable	£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	No cover av	ailable	£1,000	£75	£1,500	Nil
4b	Missed Connection & Home Country Departure Assistance	No cover av	ailable	£500	Nil	£500	Nil
5	Travel Delay	No cover available		£30 for the first full 12 hours, £15 for all other full 12 hours up to £300	Nil	£50 for the first full 12 hours, £15 for all other full 12 hours up to £500	Nil
6a	Personal Baggage	£1,000	£150	£2,000	£75	£3,000	Nil
	Single Article or Pair	£200	£150	£300	£75	£500	Nil
	Valuables	£200	£150	£300	£75	£500	Nil
	Sunglasses	No cover av	ailable	£75	Nil	£150	Nil
	Prescription Glasses	£150	Nil	£200	Nil	£250	Nil
6b	Baggage Delay on your Outward Journey	No cover available		£50 for first full 12 hours, then £50 for every full 24 hours thereafter up to £300	Nil	£75 for first full 12 hours, then £75 for every full 24 hours thereafter up to £500	Nil
6c	Personal Money and Passport	£300	£150	£500	£75	£600	Nil
	Cash limit (18 and over)	£300	£150	£300	£75	£500	Nil
	Cash limit (under 18 or under 21 if in FTE*)	£100	Nil	£100	Nil	£100	Nil
	Passport	£200	Nil	£300	Nil	£500	Nil
7	Personal Accident						
	Loss of limbs or sight***	£15,000	Nil	£25,000	Nil	£30,000	Nil
	Permanently disabled***	£15,000	Nil	£25,000	Nil	£30,000	Nil
	Death***	£10,000	Nil	£15,000	Nil	£15,000	Nil
8	Personal Liability	£2million	Nil	£2million	Nil	£2million	Nil
9	Legal Costs and Expenses ⁺	£25,000	Nil	£25,000	Nil	£25,000	Nil
10	Hijack	No cover available		£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	No cover av	ailable	£250	Nil	£250	Nil

Section	Cover	Limits of cover	Excess	Limits of cover	Excess	Limits of cover	Excess
		Essentials		Classic		Deluxe	
12	Pet Care	No cover available		£25 for every full 24 hours up to £150	Nil	£50 for every full 24 hours up to £150	Nil
13	Mugging Benefit	No cover av	vailable	£50 per complete day of inpatient treatment up to £500	Nil	£50 per complete day of inpatient treatment up to £500	Nil
14	Withdrawal of Services	No cover av	vailable	£20 for every full 24 hours up to £200	Nil	£25 for every full 24 hours up to £200	Nil
15	Catastrophe	No cover av	vailable	£500	£75	£750	Nil
16	Ash Cloud Delayed Departure	No cover av	vailable	No cover availe	able	£10 for each full 12 hours up to £100	Nil
17	COVID-19 Cover			See Sections	1, 2 and 3	a	
OPTION.	AL – Cover only available su	bject to an add	ditional pr	emium being paid an	d shown d	on your Validation Cert	ificate
18a	Winter Sports Equipment (owned)			£1,000	£75	£1,000	Nil
	Single article pair or set (owned)			£250	£75	£250	Nil
18b	Ski Pass	No cover available		£75 for every full 24 hours up to £300	Nil	£75 for every full 24 hours up to £300	Nil
18c	Winter Sports Equipment Hire			£20 for every full 24 hours up to £300	Nil	£50 for every full 24 hours up to £500	Nil
18d	Ski Pack			£75 for every full 24 hours up to £300	Nil	£75 for every full 24 hours up to £300	Nil
18e	Piste Closure			£20 for every full 24 hours up to £260	Nil	£20 for every full 24 hours up to £260	Nil
18f	Avalanche or Landslide			£250	Nil	£250	Nil
18g	Search and Rescue			£10,000	Nil	£10,000	Nil
18h	Physiotherapy Benefit			£200	Nil	£200	Nil
19a	Golf Equipment			£1,000	£75	£1,000	Nil
19b	Golf Equipment Hire			£300	Nil	£300	Nil
19c	Non-refundable Golfing Fees	No cover available		£150	Nil	£150	Nil
19d	Hole-in-one Cover			£75	Nil	£75	Nil
20	Gadget Cover	£1,000	£150	£1,000	£75	£1,000	Nil
Excess V			ditional premium and the policy . This canr		be requested at the tin led retrospectively.	ne you	
90 day u	pgrade [‡]	You must pay an additional premium and this must be requested prior to the commencement of your trip .			o the		

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**.

- "Only applies to sections of cover within this **policy** document.
- *Cover is only available to be added to Classic and Deluxe annual multi-trip policies.

Important information

All sections of this insurance (apart from Section 9) are underwritten by Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN.

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

This **policy** is administered by ERGO Travel Insurance Services Limited: registered in the UK, company number 11091555. Authorised and regulated by the Financial Conduct Authority, register number 805870 and registered office: 10 Fenchurch Avenue, London, EC3M 5BN.

Section 9 is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS).

You can visit the Financial Conduct Authority website, which includes a register of all regulated companies, at www.fca.org.uk/register or **you** can telephone them on 0800 111 6768 (freephone).

Please note that sales of this insurance product in the Channel Islands and the Isle of Man do not fall within the jurisdiction of the Financial Conduct Authority, the Financial Ombudsman Service or the Financial Services Compensation Scheme. Local regulations apply.

Contract of Travel Insurance

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

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

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

Age limits

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

If **you** have purchased a long stay **policy**, for cover to apply **you** must be 75 years of age or under.

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		Region 4
0-65	550 days		
66-70	066 alar	276 days	184 days
71-75	366 days	184 days	123 days

Annual Multi-Trip policies

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

*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** 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 to your home country due to an insured event.

- If **your trip** spans two consecutive policies the maximum **trip** duration for those two policies is not added together.
- 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.

Geographical Areas

Single trip and long stay policies:

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

Annual Multi-Trip policies:

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

UK Only: England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

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

Europe Including: Cyprus, Egypt, Greece (including the Greek Islands), Malta, Morocco, Spain (including the Balearic Islands and the Canary Islands), Turkey and Tunisia – All countries listed in "Europe Excluding" plus Cyprus, Egypt, Greece (including the Greek Islands), Malta, Morocco, Spain (including the Balearic Islands and the Canary Islands), Turkey and Tunisia.

Worldwide Excluding: USA, Canada, Caribbean, Bermuda, Mexico, Thailand, China and Hong

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

Worldwide: All countries of the world.

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

Stopovers

If **your** journey to **your destination** involves a stopover of less than 12 hours and **you** will not be leaving the airport, **you** do not have to purchase cover for the stopover country.

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.

Cruise Cover

Cruise trips are not covered under this **policy**, to be covered for a **cruise** please contact **our** Customer Services Team on 0333 006 3213.

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

Cover cannot start after **you** have left **your home country**. Each **trip** must begin and end in **your home country**.

Cover is provided subject to the maximum **trip** durations shown on page 8.

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 Gadget Cover

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

Optional Winter Sports Cover

Please refer to the Optional **Winter Sports** Cover Section 18 in this **policy** for full details.

Optional Golf Cover

Please refer to the Optional Golf Cover Section 19 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.

Renewing your Annual Policy

Avanti will send you your renewal invitation at least 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. If you need to make changes the easiest way is by registering or signing in to your MyAvanti account.

Failure to notify **us** of any change in **your medical conditions**, or personal circumstances may invalidate the cover provided.

Eligibility

To be eligible for cover at the time **you** buy or renew this **policy**, **you** and all other **insured persons** must: 10

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

Law

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

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

Language

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

European Union (EU) Travel Regulations

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

- 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.
- 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 43 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 and 9.

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

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

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

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

Injuries sustained as a result of self-defence.

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

Active participation -

- the act of any person, whether combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in War and Civil Unrest, or Terrorism.
- 2. the act of any person voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign, Commonwealth & Development Office. www.gov.uk/fcdo.

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

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

Cash – Valid coins, bank and currency notes.

Close relative(s) - The following persons only:

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

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

Complications of pregnancy and childbirth – The following conditions only:

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

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

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

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

Cruise – Trips on ocean or river cruise-ships/boats. No cover is provided for cruise holidays under this policy. A ferry crossing does not constitute a cruise.

Cut short/Cutting Short - Either:

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

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

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

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

Excess – an amount deducted per **insured person**, per **policy** section for each incident which results in a claim. The **excess** amount is shown under each section in the table of benefits on pages 6 and 7.

Family – you and your wife, husband, civil partner, common law partner or partner who lives 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 fulltime 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**, Channel Islands or the Isle of Man.

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

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

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 other insured person.

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

Medical officer – An appropriately licensed and qualified medical professional employed or contracted by **us** or by 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 40.

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

Winter sports – Big foot skiing, glacier skiing, guided cross-country skiing (Nordic Skiing), ice-skating (outdoor), langlauf, mono-skiing (onpiste), skiing or snowboarding (off-piste but within the confines of the ski resort on recognised and authorised areas only), skiing or snowboarding (on-piste), ski touring, sledging, snowshoeing, snow cat skiing 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 & Cutting Short Your Trip

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

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

Section 1 Cancellation

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

What is covered:

We will pay you up to the amount shown on the table of benefits per **insured person** for your nonrefundable 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 legislation applicable within your home country.
- e) the Foreign, Commonwealth and Development Office issue a directive advising against all, or all but essential travel to **your trip destination** because of an earthquake, fire, flood, or hurricane.
- 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 8 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.
- jou 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 Cutting Short Your Trip

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).

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) complications of pregnancy of you or a travelling companion.
- d) you being unable to continue your trip, as detailed in your travel itinerary, due to loss or theft of your passport, or that of a travelling companion.
- e) 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** as long as **you** have a return flight booked and the dates of the ticket cannot be changed.

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

- You must obtain a Medical Certificate specifying the unforeseen illness or injury from the doctor in attendance to confirm the necessity to cancel your trip, or return home.
- 2. If **you** have to **cut short your trip you** must contact Avanti Assistance on 01403 288 123 before returning **home** or making travel arrangements.
- 3. We will make all necessary repatriation arrangements at your cost and we will arrange appropriate reimbursement as soon as the claim has been validated in the event you are unable to provide a Medical Certificate.
- 4. You must notify the carrier or travel agent immediately that you know the trip is to be cancelled, or cut short, to minimise your loss as far as possible. If you fail to notify the carrier or travel agent immediately, our liability shall be restricted to the cancellation charges that would have applied had such a failure not occurred.
- 5. If **your** claim is 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. Claims where you have to cut short your trip will be calculated from the date you return to your home country, or the date you are hospitalised as an in-patient, for the rest of your trip.

What is not covered: under Sections 1 and 2

- 1. the policy excess per insured person per claim;
- disinclination to travel, or continue travelling, unless your change of travel plans is caused by one of the circumstances listed under 'what is covered';

- 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 cutting short your trip caused by pregnancy or childbirth where it was known at the time you booked the trip, or purchased the cover (if later), that the expected date of delivery is less than 8 weeks (16 weeks for a multiple birth) after the end date of your booked trip. Any change to your booked travel must be certified as medically necessary by a doctor due to complications of pregnancy and childbirth;
- any claim for travel or accommodation expenses of any person not insured under this policy, regardless of whether you have paid those costs on their behalf.
- any claim for travel or accommodation expenses paid for by someone who is not insured on this **policy**.
- 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 (whichever is later);
- any costs in respect of any unused prepaid travel expenses when we have paid to repatriate you;
- 9. 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;
- anything for which the company providing your transport or accommodation, their agents, or any person acting for you is responsible;
- 11. **your** vehicle being stolen, broken into or vandalised or breaking down;
- you no longer being able to afford to go on the planned trip;
- 13. 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);
- 14. any costs relating to airport taxes or air passenger duty. You should obtain a refund from your carrier for such charges;
- 15. travel tickets paid for using any airline mileage reward scheme, for example air miles;

- any claim caused by work commitment or amendment of your holiday entitlement by your employer;
- 17. travel or accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- 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;
- prohibitive regulations by the Government of any country, or delay or amendment of the booked trip due to Government action;
- 20. the death or **illness** of any pet or animal;
- 21. 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 288 123 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 Avanti Assistance on 01403 288 123 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 16

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:
 - 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 your home country and
 - ii. extra accommodation (room only) for someone to stay with you and travel home with you if this is deemed necessary by a doctor and agreed by our medical officer; or
 - iii. economy class travel expenses for one relative or friend to travel from your home country to stay with you (room only) and travel home with you if this is deemed necessary by our medical officer; or
 - iv. economy class travel expenses to return **your** children who are under 18 years of age and insured under this **policy home**, if **you** are incapacitated and there is no other responsible adult to supervise them. If no one is available, a competent person will be provided to accompany the children **home**.
 - v. **we** will not deduct **your excess** if **you** use a reciprocal health agreement.
- 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, Channel Islands and the Isle of Man:

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

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

Special conditions relating to claims

- You must give notice as soon as possible to Avanti Assistance on 01403 288 123 of any bodily injury, illness or complications of pregnancy and childbirth which necessitates your admittance to hospital as an in-patient or before any arrangements are made for your repatriation.
- 2. In the event of your bodily injury, illness, or complications of pregnancy and childbirth we reserve the right to relocate you from one hospital to another and arrange for your repatriation to your home country at any time during the trip. We will do this if the doctor in attendance and our medical officer agree you can be moved safely and/or travel safely to your home country to continue treatment.
- 3. Funeral costs, or the costs of transporting mortal remains must be authorised in advance by Avanti Assistance.

What is not covered under Section 3a:

- 1. any medical costs within the **United Kingdom,** Channel Islands or the Isle of Man.
- 2. the **excess**, unless **you** have used any kind of reciprocal health agreement.
- 3. medical, or repatriation costs greater than £350 which have not been authorised by **us** in advance.
- 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. the cost of cremation or burial in the **United Kingdom,** Channel Islands or the Isle of Man.
- the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
- 10. 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.
- 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.
- any expenses which are not usual, reasonable or customary to treat your bodily injury or illness.
- 13. 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**.
- 14. 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**.
- 15. additional costs arising from single or private room accommodation.
- treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by Avanti Assistance.
- 17. any expenses incurred within, or after **you** have returned to **your home country**.
- 18. any expenses for pregnancy, or complications of pregnancy and childbirth where the expected date of delivery is less than 8 weeks (16 weeks for a multiple birth) after the end date of your booked trip.
- any claim for medical treatment for any complication as a result of a voluntary termination of pregnancy.
- 20. the cost of returning to the **United Kingdom** if you do not hold a return ticket. We will deduct from your claim the cost of a one-way airfare based on your original carrier's published prices in the same class of travel and using the same route as your outward journey.
- 21. anything mentioned in the General Exclusions.

Section 3b Hospital Daily Benefit

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 a valid claim under Section 3a (Emergency Medical & Repatriation Expenses), if you are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours and you are treated under a reciprocal health agreement, such as the Medicare scheme when travelling within Australia.

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

Special conditions relating to claims

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

What is not covered under Section 3b:

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

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

Section 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 your home country by the most direct route.

If **you** arrive at the airport, port or international coach or rail terminal too late to commence the first part of **your** pre-booked international **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 Missed Connection & Home Country Departure Assistance

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

What is covered:

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

Missed Connection:

If **your** air, sea, coach or rail **carrier** is delayed as a result of disruption, cancellation, delay, suspension, failure, or alteration of or breakdown, or **accident** immobilising the vehicle in which **you** are travelling and **you** miss **your** pre-booked travel connection by scheduled **public transport we** will:

a) assist you to reach your:

- i. next ticketed connection or **destination** on **your** outward journey, or
- ii. next ticketed connection or **your home** on **your** return journey.
- 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.

Departure Assistance on your outward journey:

If you are delayed in reaching 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.

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

- 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. For claims under Section 4b Departure Assistance on **your** outward journey only.

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

- 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;
- additional costs where the scheduled public transport operator has offered or contractually has to provide alternative travel arrangements;
- breakdown of the private vehicle in which you are travelling if it has not been regularly serviced;
- claims under Section 4b in addition to claims under Section 5 (travel delay);
- claims due to you allowing insufficient time to complete your journey to the departure point or allowing less than 2 hours between connecting flights;
- 6. anything mentioned in the General Exclusions.

Section 5 Travel Delay

What is covered:

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

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:

- claims where you have not obtained written confirmation from the carrier stating the period and reason for delay;
- claims under this section in addition to claims under Section 1 (cancellation) and Section 4 (missed departure);
- 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.
- 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.
- 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.
- 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.
- 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

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

No cover is provided under Section 6b for **trips** taken solely within the **United Kingdom,** Channel Islands or the Isle of Man.

What is covered:

We will pay up to the amount shown 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.
- 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, Channel Islands or the Isle of Man during your trip.

c) we will pay you a proportionate refund of the unused part of the passport's original value calculated upon how many complete years it was to remain valid for.

Special conditions relating to claims under Section 6c

- 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;
- 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;
- 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**;
- any loss, theft of, or damage to personal baggage left unattended at your accommodation other than in in a hotel room, or private accommodation for your sole private use, or the sole private use of your travelling party;

- 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;
- 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.
- electrical or mechanical breakdown, or malfunction of the article insured;
- 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;
- 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;
- equipment used in connection with any winter sports or sports and activities unless you have paid the required additional premium to extend your policy;
- 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;
- 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.

- 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;
- 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					
	Essentials	Excess	Classic	Excess	Deluxe	Excess
Loss of limbs or sight	£15,000	Nil	£25,000	Nil	£30,000	Nil
Permanently disabled	£15,000	Nil	£25,000	Nil	£30,000	Nil
Death	£10,000	Nil	£15,000	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:

- injury not caused solely by outward, violent and visible means;
- your disablement caused by mental or psychological trauma not involving your bodily injury;

- disease or any physical defect, infirmity or illness which existed prior to the commencement of the trip;
- 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;
- any accident that you suffer before you go on your trip;
- 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;
- 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, Channel Islands or the Isle of Man.

What is covered:

If as a result of **your** act or omission occurring during a **trip you** become legally liable for **accidental bodily injury** to, or the death of, any person and/ or **accidental** loss of or damage to their property, then: We will cover **you** (or, in the event of **your** death, **your** personal legal representatives) where there is no other insurance in force covering the loss, the material damage, or **your** liability against:

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

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

Special conditions relating to claims

- 1. **Our** liability shall not exceed the sum insured in respect of any or all occurrences in a series resulting from one original cause.
- 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:

- injury to, or the death of, any member of your family or household, your travelling companion, or any person in your service;
- property belonging to, or held in trust by you or your family, household or servant;
- 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);
- 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; horsedrawn, 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;
- liability or material damage for which cover is provided under any other insurance or guarantee;
- 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;

- 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**;
- 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

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

DAS Legal Expenses Insurance Company Limited

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

Website: www.dasinsurance.co.uk

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

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

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

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

What DAS will pay

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

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is shown in the table of benefits.
- b. the most DAS will pay in costs and expenses is no more than the amount DAS would have paid to a **preferred law firm**. The amount DAS will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, you must tell DAS within the time limits allowed that you want to appeal. Before DAS pay the costs and expenses for appeals, DAS must agree that reasonable prospects exist.
- d. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

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

Definitions relating to words that appear in Section 9.

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

Costs and Expenses:

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

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

DAS: DAS Legal Expenses Insurance Company Limited.

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

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

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

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

What is covered

• Costs and expenses up to the amount shown in the table of benefits to pursue **your** legal rights following a specific or sudden accident that causes death or bodily injury to **you**.

What is not covered

Exclusions applying to this section

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

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

Additional conditions applying to this section:

- a) on receiving a claim if legal representation is necessary, DAS will appoint a preferred law firm as the appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
 - b) if the appointed preferred law firm cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as your appointed representative.
 - c) if you choose a law firm as the appointed representative which is not a preferred law firm, DAS will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the DAS standard terms of appointment.
 - d) the appointed representative must cooperate with DAS at all times and must keep DAS up to date with the progress of the claim.
- 2. a) **you** must co-operate fully with **DAS** and with the **appointed representative**.

- b) you must give the appointed representative any instructions that DAS ask you to.
- a) you must tell DAS if anyone offers to settle a claim. You must not negotiate or agree to a settlement without DAS's written consent.
 - b) if you do not accept a reasonable offer to settle a claim, DAS may refuse to pay any further costs and expenses.
 - c) DAS may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow DAS to take over and pursue or settle any claim on your behalf. You must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and you must give DAS all the information and help DAS need to do so.
- a) you must instruct the appointed representative to have costs and expenses taxed, assessed or audited if DAS ask for this.
 - b) you must take every step to recover costs and expenses and court attendance that DAS have to pay and must pay DAS any amounts that are recovered.
- 5. if the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover DAS provide will end immediately, unless DAS agree to the appointment of another appointed representative.
- if you settle or withdraw a claim without DAS's agreement, or do not give suitable instructions to the appointed representative, DAS can withdraw cover and will be entitled to reclaim from you any costs and expenses DAS have paid.
- 7. if there is a disagreement about the handling of a claim and it is not resolved through DAS's internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process available that can be used to settle any dispute with **DAS**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator. DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either you or DAS.

- 8. if there is a disagreement between you and DAS on the merits of the claim or proceedings, or on a legal principle, DAS may suggest that you obtain at your own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by DAS and the cost expressly agreed in writing between you and DAS. Subject to this DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence. This does not affect your rights under Section 9 Condition 7.
- 9. you must:
 - a) keep to the terms and conditions of this section;
 - b) take reasonable steps to avoid and prevent claims;
 - c) take reasonable steps to avoid incurring unnecessary costs;
 - d) send everything DAS ask for, in writing;
 - report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
- DAS will, at its discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, and/or DAS will not pay the claim if:
 - a) a claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
 - b) a false declaration or statement is made in support of a claim.
- if any claim covered under this section is also covered by another **policy**, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
- 12. this section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
- 13. apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Eurolaw Legal Advice

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

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

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

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

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

Privacy

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

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

Section 10 Hijack

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 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 PLEASE NOTE: this service is only included in

Classic and Deluxe policies.

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:

- 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;
- 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:

- 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 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 Expenses), and your return to your home 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

 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.

Section 13 Mugging Benefit

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

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:

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

Section 14 Withdrawal of Services

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 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:

- 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;
- claims arising from actual or planned strike or industrial action which was common knowledge at the time you booked the trip, or purchased this policy (whichever came later);
- 3. anything mentioned in the General Exclusions.

Section 15 Catastrophe

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 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 food poisoning. 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;
- if you do not provide us with a written statement from an appropriate public authority confirming the full detail of the disaster;
- if you were aware of any event that could have lead to a claim before you left your international departure point;
- if you do not give us proof of all the extra costs you had to pay;
- any costs that you would normally have to pay during your period of cover;
- 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.

Section 16 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;
- 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;
- claims resulting from a volcanic ash cloud that was public knowledge at the time you booked the trip, or purchased this policy (whichever came later);

- 5. any claim for abandoning your holiday;
- 6. anything mentioned in the General Exclusions.

Section 17 COVID-19 Cover

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

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

What is covered for Emergency Medical and Repatriation Expenses:

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

- a) medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised **doctor** and agreed by **our Medical Officer**.
- b) additional travelling costs to repatriate you home when recommended by our Medical Officer.
- additional travel and accommodation costs as authorised by our Assistance Company up until our Medical Officer advises that you can be repatriated home.
- additional travelling costs to repatriate you home when you are denied boarding on your pre-booked return travel due to you contracting COVID-19.
- a benefit payment of £20 per complete 24 hour period up to £300 where you are ordered into self-isolation in your holiday accommodation by a relevant Government authority, as a result of you contracting COVID-19.

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

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

What is covered for Cancellation and Cutting Short Your Trip:

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

- a) you, a close relative, a member of your household, travelling companion or any person with whom you have arranged to stay during the trip has a diagnosis of COVID-19 in the 14 days prior to your booked departure date.
- b) you are denied boarding on your pre-booked outbound travel due to you contracting COVID-19, or having a confirmed temperature above 38 degrees Celsius.
- c) you are contacted by a representative of the UK Government's Test and Trace service due to the probability of you having contracted COVID-19, and are instructed to self-isolate for a period of time which prevents you from starting your trip using your pre-booked outward travel arrangements.
- d) **you** experiencing an adverse reaction to the COVID-19 vaccine in the 2 weeks before **your** scheduled departure date and are advised that **you** are no longer fit to travel by a medical practitioner.
- e) you, or your travelling companion being unable to complete the course of COVID-19 vaccinations before your scheduled departure date due to unforeseen illness of you or your travelling companion.

or where **you** have to **cut short your trip** as a result of:

- a) the death as a result of COVID-19, of a close relative or a member of your household living in the United Kingdom.
- b) the hospitalisation as a result of COVID-19 for treatment with mechanical ventilation, of a close relative or a member of your household living in the United Kingdom.
- c) you are unable to continue with a pre-booked excursion following your self-isolation as ordered by a relevant Government authority due to contracting COVID-19, up to a maximum of £350 for all excursions.

What is not covered:

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

- 1. the excess.
- 2. claims relating to any person contracting COVID-19, where this is not proven by either a medically approved test showing a positive result for COVID-19, or a formal written diagnosis by a **doctor**.
- claims arising directly or indirectly from an outbreak of COVID-19, resulting in a lockdown travel warnings, or restricting freedom of movement in your home country, the country or specific area or event to which you were travelling to or through before, after or during your trip.
- 4. any claim where you are experiencing symptoms of an infectious disease, or have been told to self-isolate at the time you purchased, renewed or extended this insurance, or at the time of booking any trip, whichever is later. Or in the case of emergency medical or repatriation expenses claims, started your trip whichever was later.
- Your quarantine when it has been imposed on a community, geographic location, vessel, or travellers returning to the United Kingdom from a specific location, by a Government or public authority.
- 6. the cost of airport departure duty/tax (whether irrecoverable or not).
- 7. travel tickets paid for using any airline mileage reward scheme, for example air miles.
- 8. travel or accommodation costs where a credit or voucher has been provided in lieu of a **cash** refund.
- travel or accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- 10. any costs incurred by you which are recoverable from the providers of the accommodation (or their administrators) or for which you receive or are expected to receive compensation or reimbursement.
- any costs incurred by you which are recoverable from the public transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- 12. any accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements.
- any costs for normal day to day living such as food and drink which you would have expected to pay during your trip.

- 14. any claim where you contract COVID-19 and you have not had the recommended vaccination(s) (consideration will be given where you were medically unable to have the vaccination, and this is shown in your medical records).
- 15. any claim where you have not returned to the United Kingdom when advised to do so by the UK Government including the Foreign, Commonwealth & Development Office (FCDO).
- 16. Any claim arising as a result of you, or your travel companion being unable to complete the full COVID-19 vaccination course before your scheduled departure date due to delays in supply, or changes in Government policy.
- 17. Any claim where **you** have travelled during a Government imposed lockdown.
- 18. Any claim where **you** do not hold the required confirmation of vaccination documentation, for example a vaccination passport.
- any claim for cancelling or cutting short your trip due to Government restrictions placed upon you during your booked trip which may impact your enjoyment or access to amenities.
- 20. any claim made under Section 17 in addition to a claim under either Sections 1, 2 or 3a of this **policy**.
- 21. Anything mentioned in the General Exclusions.

Claims evidence

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

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

confirming **your** diagnosis for COVID-19 which leads to **your** self-isolation, or the need to cancel or **cut short your trip**.

 a copy of any official document, email, or itemised telephone bill showing that you were contacted by the UK Government's Test and Trace service and instructed to self-isolate.

Section 18 Optional Winter Sports Cover

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

Please see page 13 for Winter Sports definition.

When are you covered for winter sports?

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 **winter sports trips** with a combined total of no more than 17 days.

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 all sections and refer back to them when appropriate for full cover details.

You are covered when engaging in winter sports 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 provided that you are medically fit enough to undertake a winter sports trip at the time of booking the trip and travel.

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

Bobsleigh, Free-style skiing, Ice hockey, Ice sailing/ice windsurfing, Luge, Off-piste Skiing or Snowboarding outside recognised and authorised areas, Para-skiing, Skeleton, Ski jumping, Ski racing, Slopestyle Skiing, Ski stunting , Skidoo or Snow mobiling.

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 our Avanti Customer Services team.

Section 18a 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 sports 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 sports equipment you own back so that we can inspect it

What is not covered

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

- 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 18b 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:

- 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.

Section 18c 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

If requested **you** must provide **us** with receipts and written confirmation of the original and the replacement hire.

What is not covered:

- 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 18d 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 18e 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.

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:

- 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 18f 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.

18g Search and Rescue

What is covered:

We will pay you up £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:

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

18h 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:

- if you do not obtain a letter from your GP confirming that the treatment is medically necessary;
- any accident occurring whilst you are skiing or snowboarding off-piste outside the resort boundaries;
- 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 19 Optional Golf Cover

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

Definitions relating to words that appear in Section 19

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

Section 19a 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;
- 3. 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;
- 5. 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;
- 7. damage to, loss or **theft** of **golf equipment**, if it has been left:
 - i) **unattended** in a place to which the public have access; or
 - ii) in an **unattended** motor vehicle; or
 - iii)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;
- 9. 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.
- 12. 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.
- 13. Anything mentioned in the General Exclusions.

Section 19b 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 19a and 19b)

- 1. 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.
- 3. 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.
- 4. 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.
- 5. 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:
- a) obtain a Property Irregularity Report (PIR) from the airline.
- b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- c) 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.
- 7. 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.
- 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.
- 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.
- 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 19c Non-refundable Golfing Fees

What is covered:

We will pay £75 per complete 24 hours up to £150 for the proportionate value of any nonrefundable, 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:

- 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;
- 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 19d 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

- You must be a member of a recognised golf club affiliated to a national golfing union and hold an official national golfing union handicap;
- 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;
- 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 20 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).
- 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;
- 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;
- gadget(s) left in the custody of any person unless they are a family member or travelling companion;
- gadget(s) left in an unattended vehicle (other than motor homes, provided the gadget(s) are stored out of view);
- 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;

- electrical or mechanical breakdown or manufacturing fault;
- 8. any property more specifically insured by, or recoverable from, any other source;
- the cost of replacing any of the downloaded content stored on your gadget(s) including but not limited to music, videos, games and apps;
- 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;
- 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

- 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.
- 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.
- 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. If we agree to continue cover this will be shown on your Validation Certificate. 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.
- 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.
- 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.
- 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. It is a condition of this insurance **policy** that you make full use of any available reciprocal health agreement before cover shall apply under Section 3 – Emergency Medical and Repatriation Expenses.

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 and accepted by **us** and is shown on **your Validation Certificate**.
 - i. any heart condition (for example, heart attack, angina, chest pains or ischemic heart disease); or
 - 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 and this is shown on your Validation Certificate.
 - 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:

- 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.
- 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 and is shown on your Validation Certificate.
- 3. Any person who has reached the age of 76 years at the start of the period of cover for **long stay** policies.
- 4. Any claim arising from a **cruise** holiday.
- Any claim for any person participating in winter sports who has not purchased winter sports cover. (Cover is provided automatically on Annual Multi-trip policies).
- 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.
- 7. 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.
- 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).
- 9. 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.
- 10. 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, timeshare maintenance fees, holiday property bonds or points and any additional travel or accommodation costs unless preauthorised by **us**.

- 11. Any deliberately careless or deliberately negligent act or omission by **you**.
- 12. Any claim arising or resulting from **your** own illegal or criminal act.
- Any claim arising directly or indirectly from your drug addiction or solvent abuse, alcohol intake, or you being under the influence of drug(s).
- 14. 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.
- You engaging in work/manual work, whether or not in conjunction with any profession, business or trade during the trip.
- 16. 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 specifically listed as an excluded activity or is not listed as covered in this policy unless we have agreed cover in writing.
- Participation in any racing (other than on foot), or organised competition involving any sports and activities or winter sports.
- 18. 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.
- 19. 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.

- 20. 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.
- 21. 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.
- 22. Any expenses incurred as a result of any transmittable virus, **illness**, disease, or tropical disease, including COVID-19, or any related/ mutated form of the virus, where **you** have not had the recommended inoculations and/or taken the recommended medication.
- 23. Arising from **you** acting against the advice of a **doctor**.
- 24. Your travel to a country or specific area or event to which the Foreign, Commonwealth & Development Office (FCDO), or the World Health Organisation (WHO), or similar governing body have advised against all, or all but essential travel.
- 25. Arising from volcanic ash clouds unless **you** have purchased the Deluxe **policy**.
- 26. Claims arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased cover (if later);
- 27. Withdrawal from service of the aircraft, sea vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country.
- 28. Claims arising from, or related to any coronavirus including but not limited COVID-19, or any related/mutated form of the virus. unless specifically listed as covered by this **policy**.
- 29. Claims arising from any epidemic, or pandemic as declared by the World Health Organisation.

Sports & Activities

Accepted activities

This **policy** will cover **you** when participating in the following activities on a non-professional, noncompetitive basis. Activities marked with a single * will exclude all cover under the Personal Accident and Personal Liability sections of this **policy**. Aerobics

Archery*

Badminton

Banana boat rides

Baseball, Rounders

Basketball

Beach cricket

BMX (must be wearing a helmet)

Boogie Boarding

Bowls (including competitions)

Boxing Training*

Bungee Jumping*

Camel/ elephant riding/trekking*

Canoeing/kayaking* not white water (must be wearing a life-jacket and helmet and only in inland or coastal waters)

Catamaran sailing

Clay Shooting*

Climbing (on a climbing wall only)

Cricket

Croquet

Curling

Cycling, Mountain biking^{*} (must be wearing a helmet)

Dog sledging^{*} (only when driven by a professional driver provided by the organiser)

Dinghy sailing^{*} (must be wearing a life-jacket and helmet and only in inland or coastal waters)

E-scooter riding (must be an organised tour and must be wearing a helmet)

Falconry*

Fencing*

Field hockey*

Fishing*

Flying as a passenger in an aircraft (private plane, small aircraft, glider or helicopter)

Football*, Gaelic Football*

Glacier Walking (with a guide)

Golf

Go-Karting (must be wearing a helmet)

Gym/fitness

Hiking, Trekking (under 4,000m altitude providing there are no overnight stays between 2,000m and 4,000m)

Horse riding^{*} (must be wearing a riding hat. No cover for polo, hunting or jumping)

Hot air ballooning* (as a fare paying passenger in a licensed aircraft)

lce skating

Jet skiing*

Martial Arts (non-contact training only)

Motorcycling on-road as a mode of transport as a passenger or rider (must be wearing a helmet and only if the motorcycle or electric motorcycle is under 125cc/11kw. The rider must hold a valid motorcycle license)

Netball

Orienteering (no climbing)

Paintballing*

Parascending* (over water)

Pickleball

Pilates, Yoga

Ringos

Roller blading/inline skating

Roller hockey*, Street hockey* (must be wearing pads and a helmet)

Rowing

Running, Jogging (not long distance)

Safari (must be organised in the UK)

Scuba diving** (please see Scuba diving conditions to the right)

Segwaying* (must be wearing a helmet)

Shark diving (in a cage)*

Skate boarding

Skydiving (one jump and tandem only)*

Sleigh ride pulled by Reindeer (only when driven by a professional driver provided by the organiser)

Snorkelling

Softball

Squash

Surfing

Swimming

Swimming with dolphins (must be a professionally organised and supervised)

Table-tennis

Tennis

Ten pin bowling

Trampolining

Tree top walking^{*} (must be a professionally organised and supervised)

Volleyball

Walking, Fell walking, Rambling (no climbing and under 4,000m altitude providing there are no overnight stays between 2,000m and 4,000m)

Wake boarding*

Water polo

Water skiing*

White/black water rafting Grades 1 to 4* (must be wearing a life-jacket and helmet)

Windsurfing

Wind tunnel flying*

Yachting^{*}, Crewing^{*} (must be wearing a life-jacket and only in inland or coastal waters)

Zorbing*, Hydrozorbing*

If **you** are undertaking a sport, or activity which is not listed above or in the **Excluded activities** list (see page 42) or **you** are in any doubt as to whether cover will apply, please call **our** Customer Services Team on 0333 006 3213.

Scuba diving conditions**

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

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

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

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

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

Excluded activities

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

Abseiling

American football

Animal conservation or game reserve work

Base jumping

Big game hunting

BMX stunt riding

Bouldering

Boxing

Canoeing/kayaking (white water)

Canyoning

Caving/pot holing

Coasteering

Charity fundraising walks or races

Cross-channel swimming

Cycle racing and time trialling

Escooter riding (unless on a organised tour and wearing a helmet)

Free/high diving

Gliding

Hang gliding

Hiking, Trekking (above 4,000 metres altitude)

Horse jumping or hunting

Kite surfing

Lacrosse

Micro-lighting

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

Motorcycling off-road as a passenger or rider

Mountaineering

Organised competitive team sports

Paragliding

Parascending (over land)

Polo

Professional sport

Quad biking

Rock climbing

Rugby

Sailing (outside of coastal waters)

Scuba diving (below a depth of 30 metres)

Tombstoning

Track days using motorised vehicles (except Go-karting)

Water ski jumping

Weightlifting

White/black water rafting Grades 5 and above)

Wrestling

Yachting, Crewing (outside of coastal waters

Making a Claim

If you have a medical emergency, need to cut short your trip or require the Personal Assistance Services while you are travelling, please call Avanti Assistance on +44 1403 288 123 or +1 833 251 8487 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 288 122, or +44 1403 288 122 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 20 (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 supporting evidence of your claim with you, your claim might be delayed; please ask the operator for assistance. You may need to get additional information about your claim while you are away. You may also be asked to send us additional information and documentation (we will give you advice if this becomes necessary). The nature of the documentation we need may include hotel bills, hospital bills, pharmacy receipts and/or taxi receipts and will depend on your individual circumstances and the type of claim you are making. Please read the General Conditions of this policy document and the relevant sections of your policy for more information. All information, evidence, details of household insurance and Medical Certificates as required by **us** must be sent at **your** own expense. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also request, and will pay for, a postmortem examination in the event of **your** death.

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

Claims Procedure for Section 9:

For Legal costs and expenses claims please contact:

DAS Legal Expenses Insurance Company Limited DAS Parc Greenway Court Bedwas Caerphilly CF83 8DW

Web: www.das.co.uk/claim Or telephone: 0117 934 0548

Subrogation

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

Fraud

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

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

Disclosure of Information

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

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

Please Note

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

EU Travel Regulations

Travel delays

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

If the delay is more than 5 hours, the airline must offer to refund **your** ticket. The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU **carrier**. If **your** flight is delayed or cancelled, **you** must in the first instance approach **your** airline and clarify with them what costs they will pay under the Regulation. If **you** would like to know more about **your** rights under this Regulation, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

Sanctions

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

Claims for Personal Baggage

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

Complaints

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

Complaints related to your policy:

Please forward details of your complaint to:

Complaints Team Avanti Travel Insurance, Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton NN4 7YB

Email: complaints@Avanti.co.uk Customer Services Team: 0333 006 3213

Complaints related to your claim:

For all Sections other than Section 9 – please forward details of **your** complaint to:

The Managing Director ERGO Travel Insurance Services Limited, Afon House, Worthing Road, Horsham, West Sussex RH12 1TL

Email: contact@ergo-travel.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 Limited. DAS Parc, Greenway Court Bedwas Caerphilly CF83 8DW

Email: customerrelations@das.co.uk Telephone: 0344 898 9013

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

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

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 You can cancel your policy by calling the Customer Service Team on 0333 006 3213.

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.

Refund of premiums

No refund of **premium** will be paid if the notice of cancellation, or downgrade in cover is received outside the 14 day cooling off period.

No refunds will apply if **you** have travelled, or have made, or are intending to make a claim.

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.**

Effective time of expiry

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

Data Protection Act 2018

Privacy Policy

How we use the information about you

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

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

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

We may share information with trusted third parties in order to administer your policy and deal with any claims. These include TICORP Limited and Howsery 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, Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton NN4 7YB

Email: dataprotectionofficer@avanti.co.uk

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

Data Protection Officer, ERGO Travel Insurance Services Limited, Afon House, Worthing Road, Horsham, West Sussex RH12 1TL United Kingdom

Email: dataprotectionofficer@ergo-travel.co.uk

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

Data Protection Officer DAS Legal Expenses Insurance Company Limited. DAS Parc Greenway Court Bedwas Caerphilly CF83 8DW

Email: dataprotection@das.co.uk

Notes

Manage your policy on the go with MyAvanti

- Easy access to your policies and documents
- ✓ Update your personal details, dates of travel and destination
- Update your medical information
- ✓ Renew your policy

Visit my.avantitravelinsurance.co.uk/signin

Or scan with your smartphone camera to get started



There is no amendment fee for online policy changes on your **MyAvanti** account. However, changes made by calling the customer services team will incur an administration fee of **up to £15**.

Travel Insurance Important Numbers

Customer Services Team

If you have a query or need to amend your policy in any way	. 0333 006 3213
Or if calling from outside the UK	. +44 1376 560 800
Email: info@avanti.co.uk	

Sales Team

If you have a Single Trip policy and would like another policy......01376 556 910

Renewals Team

If you have an Annual Multi-Trip policy and you would like to renew,...... 01376 556 910 you only need to call if you are not in our auto-renewal program

Compensation Scheme

Howserv Limited, Great Lakes Insurance UK Limited and DAS Legal Expenses Insurance Company Limited 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.



Avanti Travel Insurance is a trading name of TICORP Limited. Avanti travel insurance is arranged by TICORP Limited which is registered in Gibraltar. Company no. 111526. Registered Office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is authorised and regulated by the Gibraltar Financial Services Commission and trades into the UK on a freedom of services basis, Financial Conduct Authority FRN 663617.

Avanti Travel Insurance is administered by Howserv Limited which is registered in England and Wales number 03882026. Registered office: Avanti Travel Insurance, Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton, NN4 7YB. Howserv Limited is authorised and regulated by the Financial Conduct Authority FRN 599282.

Need medical assistance?

Call our **24 hour Medical Emergency Support** whilst on holiday

+44 1403 288 123

Freephone when calling from a landline within the **USA and Canada**

+18332518487*

Please dial when calling from Mexico +1 819 780 0639

Non-emergency Claims

If you need to make a non-emergency claim, please call the relevant claims number:

All claims (excluding the below)	01403 288 122
or visit avantitravelinsurance.co.uk/claims	
Legal Costs and Expenses	0117 934 0548

*Call charges apply when calling from a mobile. To ensure we are consistent in providing our customers with quality service, we may record your telephone call.

If you need to make a claim – please see page 42 for our claims procedure. If you are claiming for anything not mentioned within this policy wording booklet please visit **avantitravelinsurance.co.uk/claims**

