

HOLIDAY TRAVEL

THE SPECIALISTS

Insurance Policy



Summary of Benefits Limits per Insured Person

Section	Cover	Limit	Excess*
1	Medical and Other Expenses 1. Journeys Outside the United Kingdom 2. Journeys within the United Kingdom	£10,000,000 £10,000	£50 per person (£100 per family) £50 per person (£100 per family)
2	UK Hospital transfer and additional costs and expenses 1. Hospital Transfer Costs 2. Return Home Costs 3. Additional Expenses	£5,000 £2,500 £500	£50 per person (£100 per family) £50 per person (£100 per family) £50 per person (£100 per family)
3	Cancellation or Curtailment	£5,000	£50 per person (£100 per family)
4	Personal Accident	£25,000 (£5,000 for persons aged under 16 years)	
5	Personal Baggage (if shown as included on policy certificate) (Limited to £1,000 for valuables, £500 per single article, pair or set)	£2,000	£50 per person (£100 per family)
6	Personal Money (if shown as included on policy certificate)	£500	£50 per person (£100 per family)
7	Loss of Passport	£500	£50 per person (£100 per family)
8	Personal Liability	£2,000,000	£50 per person
9	Contingent Liability (Jet Ski, Snow Mobile)	£2,000,000	£50 per person
10	Delayed Baggage	£400	
11	Travel Delay 1. Compensation (£50 after 12 hours delay with £25 for each subsequent 12 hours delay up to Limit) 2. Cancellation (If Insured Person(s) wants to cancel after 24 hours delay on initial outward leg of Journey)	£400 £5,000	Nil Excess £50 per person (£100 per family)
12	Missed Departure	£1,000	£50 per person (£100 per family)
13	Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit	£1,000	£50 per person (£100 per family)
14	Catastrophe	£500	£50 per person (£100 per family)
15	Loss of Pet Documentation	£500	£50 per person
16	Seat Bumping	£200	Nil Excess
17	Legal Expenses (Underwritten by DAS Legal Expenses Insurance Company Ltd)	£25,000	Nil Excess
18	Financial Failure Insurance	£5,000	Nil Excess
19	Missed Cruise Connection	£1,000	£50 per person (£100 per family)
Optional Winter Sports Extension			
20	Ski Equipment (£300 limit on hired ski equipment £500 per article, set or pair)	£750	£50 per person (£100 per family)
21	Ski Equipment Hire Charges	£400	Nil Excess
22	Piste Closure (Limited to peak season for resort, per day limits apply)	£300	Nil Excess
23	Unused Ski Pack	£500	Nil Excess
Optional Golf Cover Extension			
24	Golf Equipment (£100 limit on hired Golf equipment £800 per article, set or pair)	£1,000	£50 per person (£100 per family)
25	Golf Equipment Hire Charges	£200	Nil Excess
26	Unused Green fees	£300	Nil Excess
COVID-19 Cover			
27	COVID-19 Cover A. Cancellation B. Curtailment C. Medical and Other Expenses	£5,000 £5,000 £10,000,000	£50 per person (£100 per family) £50 per person (£100 per family) £50 per person (£100 per family)
Optional Enhanced COVID-19 Cover			
28	A. FCDO Cover B. Cancellation Cover	£5,000	£50 per person (£100 per family)
* Limited to £50 per Insured Person (£100 per Family) per claim incident irrespective of the number of sections involved			

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Important Information

This policy is administered by Virtual Insurance Products Limited t/a Jackson Lee Underwriting is authorised and regulated by the Financial Conduct Authority (FRN 307038). Registered in England and Wales No 4233964

Sections 1 to 16, 19 to 28 are underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

ERGO Travel Insurance Services Ltd is registered in England and Wales, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

Details about the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **Us** on request.

Section 17 is insured by DAS Legal Expenses Insurance Company Limited (the **Legal Expenses Insurer**) Registered in England and Wales. No: 103274.

Registered Office:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Website: www.das.co.uk

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

The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

Section 18 is provided by International Passenger Protection, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR and is underwritten by Liberty Mutual Insurance Europe SE (the **Financial Failure Insurer**). The **Financial Failure Insurer** is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Important

This is **Your** travel insurance policy. It sets out what is covered, what is not covered, the conditions **You** need to comply with and is the basis on which claims will be settled.

The travel insurance certificate and any endorsements are all part of the policy.

This policy is a legal contract of insurance between **You** and **Us**.

We provide this insurance in return for the premium **You** have agreed to pay.

It is important that **You**:

- read and review any information provided (including any Statement of Fact if applicable) to ensure it is accurate and correct
- if **You** don't give **Us** correct information, or if **You** don't tell **Us** about any changes:
 - **Your** policy may be invalidated
 - **We** may reject **Your** claim
 - **We** may not pay **Your** claim in full
- check that **Your** policy, the sections, benefit levels, sums insured or limits of liability meet **Your** requirements
- return this policy to **Your** insurance intermediary if any amendment is required
- comply with **Your** duties under this policy as a whole.

Alterations in the cover required after the policy is issued will be confirmed by a separate endorsement and or certificate. **You** should keep these with **Your** policy document safe in case **You** need to refer to them. **Our** liability shall not exceed the benefit levels or sums insured or limits of liability stated in the policy or as amended by endorsement.

All headings in the policy or travel insurance certificate are for reference purposes only and do not affect its interpretation.

Conformity

In the policy, the policy certificate and any endorsements words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also include all its amendments, replacements orders or regulations. Some words are in **bold type** these are defined words and have a special meaning which can be found in the General Definitions.

This is not a private medical insurance policy

There is no cover for medical expenses where the **Insured Person** elects to receive private treatment.

The **Company** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and the **Company** reserves the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of a claim the **Company** or their representatives will require unrestricted access to all **Your** medical records and information.

Information you give us

You or any **Insured Person** must take care, when answering any questions **We** ask, to ensure that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims. However, if **We** establish that, unknown to **You**, an **Insured Person** deliberately or recklessly provided false or misleading information **We** shall treat this insurance, in so far as it relates to the **Insured Person** concerned, as if it had never existed and decline all claims relating to such **Insured Person**.

If any of the information **You** or any **Insured Person** provide in relation to this travel policy proves to be inaccurate or incomplete it could adversely affect this policy or part of it and the validity of claims under it. In the event of such inaccurate or incomplete information being provided **We** may for example:

- treat this travel policy as if it never existed and refuse to pay claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness.
- charge **You** more for this insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged or
- cancel the policy in accordance with **Our** Cancellation rights below.

We or **Your** insurance intermediary will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed or
- need to amend the terms of **Your** policy or
- require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** insurance intermediary as soon as practicable

Pre-existing medical conditions

You will not be covered for any claims arising out of:

1. At the time of buying the policy or booking a trip (whichever is later):
 - A. any medical condition that **You** or anyone insured under this policy, have or have had or for which **You** or anyone insured under this policy are taking or have been taking prescribed medication within the last two years.
 - B. any medical condition that **You** or anyone insured under this policy have or have had for which **You** or anyone insured under this policy are:
 - i. seeing a **Medical Practitioner** or
 - ii. referred to **Medical Practitioner** for investigation of an ongoing condition or pending investigation of a possible undiagnosed condition or
 - iii. awaiting a non-routine consultation with a **Medical Practitioner** or
 - iv. diagnosed with a new condition within the last two years.
 - C. Any psychiatric or mental illness, alzheimers, anxiety, bi-polar, dementia, depression, eating disorder, mental instability, phobias, psychotic disorders, schizophrenia or related condition.

UNLESS **You** have declared the medical conditions to our medical referral line on **01689 892 240** and cover has been agreed in writing.
2. At the time of buying the travel policy or booking a trip (whichever is later), any medical condition for which **You** or a travelling companion, **Relative** or **Close Business Colleague** have received a terminal prognosis.
3. Any medical condition of which **You** are aware of a travelling companion, **Relative** or **Close Business Colleague** which could affect the ability of **You** or any travelling companion to travel.

Change in Health/ New medical condition being diagnosed

There will be no cover for any change in **You**, travelling companion, **Relative** or **Close Business Colleague's** medical condition or new condition being diagnosed after **You** have purchased the policy or booked a **Journey**, whichever is later, UNLESS it has been declared to the medical referral line and cover has been agreed in writing.

When disclosed to the medical referral line, they will:

- confirm cover for change in health/new medical condition which may result in an additional premium being charged or
- ask **You** to cancel the trip and put in a claim for all irrecoverable cancellation costs or
- offer to pay for an alternative insurance if **You** are able to find cover with another insurer up to the value of the cancellation claim

In the event **You** receive a terminal prognosis, with life expectancy of less than 12 months, all cover under this travel policy shall cease. In respect of any trips booked and paid for prior to **You** receiving such terminal prognosis, **You** may be covered under Section 3 – Cancellation or Curtailment.

To make a medical declaration call the medical referral line on:

+44 (0)1689 892 240 (Monday – Friday 9am to 6pm, Saturday 9am to 12pm, excluding public holidays) quoting reference **JLU Holiday Travel+**

Cancellation of the policy and cooling-off period

Should this policy not meet with **Your** requirements please return the documentation to the insurance intermediary who provided the insurance within 14 days from date of purchase or renewal of the policy or the day **You** received **Your** policy documentation, whichever is later, and provided that **You** have not travelled and no claim has been made or is intended to be made and no incident has occurred that is likely to result in a claim **You** will receive a premium refund and the policy will be treated as though it had never existed.

To obtain a refund please contact the insurance intermediary who arranged the insurance for **You**.

After the expiry of **Your** 14 days statutory cooling-off period **You** continue to have the right to cancel **Your** policy at any time but without the right to a refund of the premium.

Our Cancellation Rights

We can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover
- non-cooperation or failure to supply any information or documentation **We** request

If this insurance is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us**, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

In the unlikely event that **We** cancel **Your** policy **We** will do so by notifying **Your** insurance intermediary and sending **You** a letter of cancellation to **Your** last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act (2015) set out situations where failure by **You** to provide **Us** with complete and accurate information as **We** require allow **Us** to cancel the policy, sometimes back to its start date and to keep any premiums paid.

24 Hour Emergency Assistance and Pre-travel Advice Number

For 24 hour Worldwide Emergency Assistance Service and Pre-travel contact

Mayday Assistance (**Assistance Company**)

Telephone: **+44 (0)1403 286 538** (if **You** are anywhere except USA, Canada or Mexico)

Telephone: **+1-844-780-0494** (toll free if **You** are in the USA or Canada)

Telephone: **+1-819-780-0494** (if **You** are in Mexico)

Email: operations@maydayassistance.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference **JLU Holiday Travel+** and quote the Policy ID stated in the travel insurance certificate. **You** must contact the **Assistance Company** prior to:

1. **You** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact the **Assistance Company** as soon as possible after **You** are admitted
2. any repatriation arrangements being made
3. burial or cremation or transportation of the **Insured Person's** body
4. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2 and obtain authorisation for any costs to be incurred.

Once contacted and if **Your** claim is valid, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/ transportation is arranged by the most suitable method.

The **Assistance Company** can provide advice and assistance in many other circumstances. For example they can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if **You** are admitted to hospital
- advise on how to locate lost or delayed baggage with carriers
- refer **You** to an Embassy, Consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before **You** travel such as:
 - which currencies and/or travellers cheques to take
 - banking hours
 - any visa entry requirements and permits required
 - inoculation requirements
 - the language spoken and the time zones in the countries being visited.

Reciprocal Health Agreement

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** and the country **You** have travelled to.

If **You** use a reciprocal health agreement to reduce a medical claim, no **Excess** will apply to that claim.

The **United Kingdom** has reciprocal health arrangements with certain countries e.g. EU, Australia, New Zealand. Visit www.dh.gov.uk/ travellers for a list of those countries in which **You** may be entitled to free treatment or treatment at reduced cost.

Foreign, Commonwealth & Development Office

You must observe travel advice provided by the Foreign, Commonwealth & Development Office (FCDO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCDO has advised against all or all but essential travel.

In the event **You** are already at a destination on the date the FCDO issues a warning against all travel or all but essential travel to that destination, cover will be maintained for a period of up to 7 days and then cover will cease unless otherwise agreed in writing by the **Company**.

Travel advice can be obtained from the FCDO by visiting their Website at www.gov.uk/foreign-travel-advice

Independent Travel

This policy covers any **Insured Person** travelling independently on an insured **Journey**.

How to Make a Claim

For all sections other than Section 17 – Legal Expenses and Section 18 – Financial Failure Insurance

If there are any circumstances that may give rise to a claim under this policy **You** (or **Your** legal or personal representatives) must contact the **Claims Handler** and advise them as soon as practicable giving brief details of the circumstances and request a claim form.

When contacting the **Claims Handler** please quote scheme reference **JLU Holiday Travel+** and the Policy ID stated in the travel insurance certificate.

Claims Handler contact details:

ETI Claims Service
P.O. Box 9, Mansfield, Notts. NG19 7BL
Telephone: +44 (0)1623 259 645
Email: info@eti-services.co.uk

All claims must be substantiated by original receipts, valuations, medical, police or other report(s) as applicable.

Please note that in certain circumstances more immediate action is required to ensure that **Your** claim is not prejudiced i.e.

1. **Cancellation Claims** – notification of cancellation of the **Journey** MUST be given:
 - A. verbally or in writing to the **Claims Handler**
 - B. in writing to the tour operator or travel agent or in respect of **Journeys** not arranged via a tour operator or travel agent to the accommodation and transport providers

IMMEDIATELY the circumstances giving rise to the claim occur. If **You** do not tell the tour operator, travel agent, accommodation provider or transport provider as soon as **You** find out that **You** have to cancel the trip, **We** will only pay the cancellation charges due at the date **You** found out **You** had to cancel the trip, not from the date **You** tell them.

2. **Curtailment Claims** – notification of Curtailment of the **Journey** MUST be given to the **Assistance Company** PRIOR TO departing to return home
3. Delayed Baggage Claims (and/or **Ski Equipment/Golf Equipment**) – the non-arrival of the **Insured Person's** baggage (and/or **Ski Equipment/Golf Equipment**) MUST be reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
4. Medical Expenses Claims – the **Assistance Company** MUST BE NOTIFIED PRIOR TO:
 - A. the **Insured Person** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
 - B. any repatriation arrangements being made
 - C. burial, cremation or transportation of the **Insured Person's** body
 - D. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2.

For assistance:

telephone: +44 (0)1403 286 538 (if **You** are anywhere except the USA, Canada or Mexico)

telephone: +1-844-780-0494 (toll free if **You** are in the USA or Canada)

telephone: +1-819-780-0494 (if **You** are in Mexico)

email: operations@maydayassistance.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference **JLU Holiday Travel+** and quote the Policy ID stated in the travel insurance certificate

5. Missed Departure Claims – the **Insured Person** MUST check in at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation and obtain:
 - A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
 - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling

6. **Money** and/or **Valuables** Claims – all losses of **Money** and/or **Valuables** MUST be reported to the police within 24 hours of discovery and a written report obtained from them. Loss of travellers cheques and debit or credit or pre-paid cards MUST be reported to the appropriate issuing authority within 24 hours of discovery or as soon as practicable
7. Passport Claims – loss of passport MUST be notified IMMEDIATELY on discovery to the nearest British Consulate (or if not holding a British passport to the **Insured Person's** nearest Embassy) and a written report of the loss obtained from them
8. Personal Baggage (and/or **Ski Equipment/ Golf Equipment**) Claims – loss or damage occurring in transit MUST be reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them

All other losses MUST be reported to the local police within 24 hours of discovery or as soon as practicable and a written report obtained from them

9. Personal Liability Claims –

DO NOT admit liability or offer or promise any payment or indemnity

DO

A. forward to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process

B. notify the **Claims Handler** in writing IMMEDIATELY **You** have knowledge of any impending prosecution, inquest or official inquiry in connection with any accident that may result in a claim

10. Piste Closure Claims – **You** MUST provide the **Company** within 30 days of returning from the **Journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities
11. Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit Claims – **You** MUST provide the **Company** within 30 days of returning from the **Journey** with the appropriate medical certificate and/or police report
12. Travel Delay Claims – the **Insured Person** MUST obtain written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the **Insured Person** was booked to travel and the reason for such delay.

PLEASE REFER to the appropriate section for full details. **You** must also:

- Give all information and assistance that the **Insurers** may require.
- Comply with all reasonable deadlines set by the **Insurers**.
- Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance.

Failure to comply with the terms of this policy may prejudice any claim.

Fraudulent Claims

If **You**, or anyone acting on **Your** behalf, make a fraudulent claim under this policy, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights under 3 above;

1. **We** shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent act.
2. A relevant act is whatever gives rise to **Our** liability under this policy (for example – the occurrence of a loss, making of a claim, or the notification of a potential claim); and
3. **We** need not return any premium paid.

How to make a claim Section 17 – Legal Expenses

DAS Legal Expenses Insurance Company LTD,
DAS House, Quay Side,
Temple Back, Bristol BS1 6NH
phone: + 44 (0)117 934 0548

How to make a claim Section 18 – Financial Failure Insurance

Contact IPP Claims at Sedgwick, Oakleigh
House, 14-15 Park Place, Cardiff CF10 3DQ
Email: Insolvency-claims@ipplondon.co.uk
Tel: +44 (0) 345 266 1872
Please quote reference ESFI V1.21

Complaints Procedure

All sections other than Section 17 – Legal Expenses and Section 18 – Financial Failure Insurance are insured 100% by GLISE.

We aim to provide the highest service standards at all times. However, **We** recognise that **We** do sometimes get things wrong. Accordingly, **We** have set up a complaints procedure to allow **You** to tell **Us** about any aspect of **Our** service that **You** are dissatisfied with and to allow **Us** to review **Our** processes and any decisions **We** might have made.

Our objectives are to ensure that **Your** concerns are dealt with promptly and fairly.

Please quote **Your** name, as shown on **Your Policy Schedule**, **Your Policy** number and if **Your** complaint is about a claim, the claim number, in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

The Managing Director

ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, West Sussex RH12 1TL, England

Section 17 – Legal Expenses

In the first instance please contact:

Customer Relations Department

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol BS1 6NH or telephone 0344 893 9013 or via email:

customerrelations@das.co.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at:

PO Box 6806, Wolverhampton WV1 9WJ.

You can also contact them by telephone on

+44 (0)300 555 0333 or email them at

enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Using any of these services does not affect **Your** right to take legal action.

Section 18 – Financial Failure Insurance

In the first instance please contact:

Compliance Officer

Liberty Mutual Insurance Europe SE

20 Fenchurch Street, London EC3M 3AW

Tel: +44(0) 20 3758 0840

Email: complaints@libertyglobalgroup.com

Please make sure that **You** quote the policy number which can be found on **Your** travel insurance certificate and/or **Your** claim number.

If after making a complaint **You** are still not satisfied **You** may have the right to contact the Financial Ombudsman Service who provide a free and impartial service and may be contacted at:

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

Telephone 0800 023 4 567

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

More information can be found on their website: www.financial-ombudsman.org.uk.

To confirm whether **You** are eligible to ask the Financial Ombudsman Service to review **Your** complaint find out more at:

<https://www.financial-ombudsman.org.uk>

The Financial Ombudsman Service

If **You** remain dissatisfied after **ETI** or **DAS** has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

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

Website: www.financial-ombudsman.org.uk

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

Telephone: +44 (0)300 123 9123 (charges apply) or +44 (0)800 023 4567 (free phone). For callers from abroad: +44(0)20 7964 0500 (charges apply). The Financial Ombudsman Service offers a free and independent service to **You**, to help settle disputes between businesses providing financial services and their customers.

Financial Services Compensation Scheme (FSCS)

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

Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone +44 (0)800 678 1100 or +44 (0)20 7741 4100.

Maximum Excess

The maximum **Excess** payable by each **Insured Person** named in the travel insurance certificate in respect of any one occurrence or incident resulting in a claim will be limited to:

- £50 in respect of each **Insured Person** irrespective of the number of Sections involved
- £100 per **Family** irrespective of the number of Sections involved.

A higher excess may apply as notified by the medical referral company when pre-existing medical conditions are disclosed for claims caused by or related to declared medical conditions and/or by endorsement.

General Definitions

Wherever these words or phrases appear in bold type in this policy, they will have the following meanings. Please note that Section 17 – Legal Expenses and Section 18 – Financial Failure Insurance includes additional definitions which exclusively apply to those sections.

Assistance Company	Mayday Assistance 2 Clifton Mews, Clifton Hill, Brighton BN1 3HR telephone: +44 (0)1403 286 538 (if You are anywhere except the USA, Canada or Mexico) telephone: +1-844-780-0494 (toll free if You are in the USA or Canada) telephone: +1-819-780-0494 (if You are in Mexico) Email: operations@maydayassistance.com
British Forces Overseas (BFPO)	British Forces Post Office address for members of the United Kingdom HM Forces posted overseas
Claims Handler	For all sections except Section 17 – Legal Expenses and Section 18 – Financial Failure Insurance: ETI Claims Service P.O. Box 9, Mansfield, Notts. NG19 7BL Telephone: +44 (0)1623 259 645 Email: info@eti-services.co.uk
Close Business Colleague	A person employed by the same company as the Insured Person and whose absence from the business directly affects the decision to cancel or curtail the Journey .
Company	ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE (GLISE).
Consent	a. Your agreement on Your own behalf; and, b. Where You are the legal parent or guardian of children under the age of 16 to be insured on the policy, on their behalf; and c. Your warranty that, Your spouse or partner and any other children aged 16 and above to be insured on the policy, have given their agreement; and d. Your warranty that, where You are NOT the legal parent or guardian of children under the age of 16 to be insured on the policy but Your spouse or partner is, that Your spouse or partner has given his/her agreement on their behalf.
Curtailed/Curtail	Cutting short a Journey and returning to the Insured Person's home in the United Kingdom or the Channel Islands prior to the scheduled date of return.
Damages	Unliquidated damages but excluding punitive, exemplary or any multiple of compensatory damages.
Date of Issue	The date this policy was issued as stated in the travel insurance certificate.
Excess	The amount that the Insured Person will pay towards a claim as stated in each policy section and/or medical referral endorsement and/or separate endorsement.
Family	Up to two adults residing at the same address for at least last six months and all their dependent children under the age of 18 years (under 24 years if in full time education) residing at the same address (and/or residing elsewhere in the United Kingdom or the Channel Islands if in full time education) at Date of Issue .
Financial Failure Insurer	International Passenger Protection Limited (IPP) on behalf of Liberty Mutual Insurance Europe SE.

Geographical Limits	<p>Whichever of the following is stated as being applicable in the travel insurance certificate (excluding countries where the Foreign, Commonwealth & Development Office have advised against “All” or “All but Essential” travel):</p> <p>Area 1: England, Scotland, Wales, Northern Ireland and the Isle of Man</p> <p>Area 2: all countries in Area 1 plus, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, , Eire, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, , Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, North Macedonia, Madeira, all islands in the Adriatic, Aegean, Balearic, Ionian, Mediterranean and Tyrrhenian Seas, Moldova, Monaco, , Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, , , Ukraine, Vatican City</p> <p>Area 3: Worldwide excluding the United States of America, Canada, Caribbean Islands, Bermuda and Mexico</p> <p>Area 4: Worldwide</p>
Golf Equipment	Golf clubs, golf bag, golf shoes, non-motorised trolley
Insured Person(s)/You/Your	Each person stated in the travel insurance certificate as being insured (provided that such person is resident in the United Kingdom or the Channel Islands with a permanent address in the United Kingdom or the Channel Islands).
Insurers/We/Our/Us	<p>In respect of the cover provided under:</p> <ol style="list-style-type: none"> 1. In respect of Sections 1 to 16 and 19 to 28 ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (the Company) 2. In respect of Section 17 – Legal Expenses, the Legal Expenses Insurer/DAS 3. In respect of Section 18 – Financial Failure Insurance, the Financial Failure Insurer
Journey	<p>Any pre-booked trip commencing from and returning to the United Kingdom or the Channel Islands for a holiday, educational or clerical business purposes within the Geographical Limits stated on Your travel insurance certificate:</p> <ol style="list-style-type: none"> 1. If annual multi-trip cover is selected, of up to 45 days duration (or 60 days duration if stated on the travel insurance certificate and the appropriate premium has been paid) 2. If single trip cover is selected: <ol style="list-style-type: none"> i. of up to 12 months duration in respect of Insured Persons aged 70 years or under at the Date of Issue or ii. of up to 60 days duration in respect of Insured Persons aged 71 to 75 years at the Date of Issue or iii. of up to 31 days duration in respect of Insured Persons aged 76 to 85 years at the Date of Issue <p>Any trip solely within the United Kingdom or the Channel Islands must involve at least:</p> <ol style="list-style-type: none"> 1. one night stay for commercial business purposes or 2. two nights stay for all other trips or 3. air travel or sea travel.
Legal Expenses Insurer/DAS	DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Medical Practitioner	Means a registered practicing member of the medical profession recognised by the law of the country where they are practicing who is not related to You or any person You are travelling with.

Money	Cash, currency, bank notes, travellers cheques, pre-paid debit card, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.
Operative Time of Cover	<p>If annual multi trip cover is selected</p> <ol style="list-style-type: none"> 1. The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the date of booking a Journey or the date of commencement of the Period of Insurance (whichever is the later) and terminates when during the Period of Insurance the Insured Person leaves their home within the United Kingdom or the Channel Islands to commence such Journey or upon expiry of the Period of Insurance (whichever is the earlier). 2. The Curtailment insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections of this policy commence when during the Period of Insurance the Insured Person leaves their home in the United Kingdom or the Channel Islands to commence a Journey and terminates upon: <ol style="list-style-type: none"> A. the Insured Person's direct return to such home at the end of such Journey or B. expiry of the Period of Insurance whichever is the earlier. <p>If single trip cover is selected</p> <p>The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the Date of Issue and terminates when on the departure date the Insured Person leaves their home within the United Kingdom or the Channel Islands to commence the Journey at which time the Curtailment insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections commence and continue until the Insured Person's return to such home within the United Kingdom or the Channel Islands at the end of such Journey or expiry of the Period of Insurance (whichever occurs first).</p>
Period of Insurance	The period stated in the travel insurance certificate. The Period of Insurance is automatically extended for up to 30 days in the event that completion of the Journey is delayed due to any circumstances beyond the Insured Person's control PROVIDED THAT the Insured Person is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and PROVIDED THAT the Insured Person makes all reasonable efforts to complete the Journey as soon as possible after the original scheduled completion date of the Journey .
Relative	Spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay.
Ski Equipment	Helmets, snowboard, skis, bindings, sticks and boots.
Unattended Vehicle	A motor vehicle which contains neither a driver nor a passenger.
United Kingdom/ UK	England, Scotland, Wales, Northern Ireland, the Isle of Man and BFPO .
Valuables	Articles made of or containing gold, silver, precious material or precious stones, audio equipment (for example: head phones, mp3 players, radio or portable speakers), binoculars, computer, iPad, kindle, tablet computer, e-books, e-readers, hand held games consoles and equipment, jewellery, photographic equipment (for example: camera, camera body and all camera accessories), portable satellite navigation devices, telescopes, video equipment and other type of recording equipment, watches.

For the avoidance of doubt mobile telephones are not covered under this insurance.

General Conditions (applicable to all sections)

1. Precautions

The **Insured Person** MUST:

- A. take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering the personal baggage and personal **Money** insured
- B. not book or undertake the **Journey** against medical advice or to receive medical treatment or if they have any reason to believe that such **Journey** may have to be cancelled or curtailed.
- C. when booking **Your Journey** or purchasing this policy, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel and participate in any activities and excursions that **You** have planned during **Your Journey**.

2. Claims

If there are any circumstances that give rise to a claim under this policy the **Insured Person** must follow the procedure in the How to Make a Claim section and supply at the request of and without cost to the **Insurers** all such proof, information and evidence and provide all such assistance as the **Insurers** may require, complying with ALL reasonable deadlines set by the **Insurers** and complying with ALL deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Insurers**.

3. Insurer's rights in the event of a claim in respect of all Sections other than Section 17 – Legal Expenses and Section 18 – Financial Failure Insurance

- A. The **Company** shall be entitled but not bound to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** for its own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- B. The **Company** shall be entitled at any time in its own name or in the name of the **Insured Person** to take action to effect the recovery of any part of the personal baggage and/or personal **Money** and/or **Ski Equipment** and/or **Golf Equipment** insured or for securing reimbursement in respect of any loss or damage and the **Insured Person** shall give the **Company** all information and assistance in so doing.
- C. Upon payment of any claim under Section 5 – Personal Baggage (and/or Section 20 – **Ski Equipment** and/or Section 24 - **Golf Equipment** – if applicable) (other than for repair) any part of the property in respect of which payment is made shall belong to the **Company** subject to the **Insured Person's** right to reclaim it upon repayment to the **Company** of the amount paid by the **Company**.

For **Insurer's** rights in the event of a claim in respect of Section 17 – Legal Expenses please refer to this section in the policy.

4. Law and Jurisdiction

This contract of insurance will be governed by the laws of England and Wales and this policy is subject to the exclusive jurisdiction of the courts in England and Wales.

5. Other Insurance or Indemnities

- A. If a claim is made and there is other insurance covering the same claim, then this policy shall apply only in excess of any amount paid under such other insurance

- B. If the **Insured Person** also seeks to obtain payment in respect of the same claim from any other insurance, then **We** will not be liable to pay more than **Our** proportionate share of any such claim and costs and expenses.

6. Benefit Limits

For each section **We** will only pay up to the limit(s) shown on the Summary of Benefit table or as amended by endorsement by the **Insurer**.

7. Residency

You must be a permanent resident of the **United Kingdom** or the Channel Islands

8. Changes in Health

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey** there is any change in **Your**, travelling companion, **Relative** or **Close Business Colleague's** medical condition or new condition being diagnosed **You** must declare it to the medical referral line immediately. When disclosed to the medical referral line, they will:

- A. confirm cover for change in health or
- B. ask **You** to cancel the trip and put in a claim for all irrecoverable cancellation costs or
- C. offer to pay for an alternative insurance if **You** are able to find cover with another insurer up to the value of the cancellation claim

Data Protection Act – Personal Information

Consent

We will only use **Your** personal data when the law allows **Us** to. Most commonly **We** will use **Your** personal data under the following two circumstances:

1. When **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your** policy, to be collected and processed by **Us** in accordance with this Data Protection Notice.
2. Where **We** need to perform the contract which **We** are about to enter into, or have entered into with **You**.

How We use Your Personal Data

We use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your** policy and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **Your** personal data to offer renewal of **Your** policy, for research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** personal data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations. **We** collect and process **Your** personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd (**ETI**). The Data Processor is Virtual Insurance Products Limited t/a Jackson Lee Underwriting.

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.

Sharing Your Personal Data

We will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on **Our** behalf in administering **Your** policy, handling claims and in providing other services under **Your** policy. Please see **Our** Privacy Policy (www.ergotravelinsurance.co.uk/privacy-statement) for more details about how **We** will use **Your** information. **We** will also share **Your** information if **We** are required to do so by law, if **We** are authorised to do so by **You**, where **We** need to share this information to prevent fraud. **We** may transfer **Your** personal data outside of the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your Rights

You have the right to ask **Us** not to process **Your** personal data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **We** hold **Your** personal data on paper or in electronic form. **Your** personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further Information

Any queries relating to how **We** process **Your** personal data or requests relating to **Your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, RH12 1TL

Email: dataprotectionofficer@ergo-travel.co.uk

In respect of Section 17 – Legal Expenses only:

To comply with data protection regulations **We** are committed to processing **Your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use **Your** information.

We may collect personal details, including **Your** name, address and, on occasion **Your** medical records. This is for the purpose of managing **Your** products and services, and this may include underwriting, claims handling and providing legal advice.

Who we are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **Your** personal data by **Us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office.

How DAS will use your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact **you** for your feedback. If the policy includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless **DAS** are required to by **our** legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

What Is DAS' Legal Basis For Processing Your Information?

It is necessary for **DAS** to use the personal information to perform our obligations in accordance with any contract that **DAS** may have with the person taking out this policy. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this policy.

How Long Will Your Information Be Held For?

DAS will retain personal data for 7 years. **DAS** will only retain and use the personal data thereafter as necessary to comply with **DAS'** legal obligations, resolve disputes, and enforce **DAS** agreements. If **you** no longer want **DAS** to use the personal data, please contact **DAS** at [HYPERLINK "mailto:dataprotection@das.co.uk"](mailto:dataprotection@das.co.uk)
dataprotection@das.co.uk

What Are Your Rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Or via Email: dataprotection@das.co.uk

How To Make A Complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

In respect of Section 18 – Financial Failure Insurance only:

Any information **You** have provided will be dealt with by the **Financial Failure Insurer** in compliance with the provisions of the Data Protection Act 1998. For the purpose of providing this insurance and the handling of any claims or complaints, **We** may need to transfer certain information which you have provided to other parties.

General Exclusions (applicable to all sections)

This insurance does not cover:

1. A. any person aged 86 years or over at the **Date of Issue** if single trip cover selected
- B. any person aged 76 years or over at the **Date of Issue** if annual multi trip cover selected
- C. any person who is not permanently resident in the **United Kingdom** or the Channel Islands with a permanent address in the **United Kingdom** or the Channel Islands
- D. For annual multi trip policies:
Any trip where the intended duration of the **Journey** exceeds 45 days (60 days if stated on the travel insurance certificate). No cover is provided for any part of the **Journey** even if a loss occurs within 45 days (60 days if stated on the travel insurance certificate), where the planned **Journey** exceeds the maximum duration
- E. For single trip policies:
Any trip where the intended duration of the **Journey** exceeds the **Period of Insurance** stated on the travel insurance certificate. No cover is provided for any part of the **Journey** even if a loss occurs within the **Period of Insurance** stated on the travel insurance certificate where the planned **Journey** exceeds the **Period of Insurance** stated on the travel insurance certificate
2. Loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any:
 - A. manual work or hazardous occupation of any kind undertaken by the **Insured Person** during his/her **Journey** unless declared to and accepted by the **Company**
 - B. wilful, malicious or criminal act of the **Insured Person** or breach of any law or enactment by the **Insured Person**
 - C. engagement in any leisure activity either as a professional or where **You** receive any financial reward or gain
 - D. participation in any activity which does not fall within the activities shown as included in **Your** travel insurance certificate or the activities covered listed under Leisure Holiday Activities Covered unless declared to and accepted by the **Company**
3. Any claim arising if at the time of purchasing this insurance the **Insured Person** or a travelling companion:
 - A. are aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
 - B. have sought medical advice for symptom or condition but are yet to receive a diagnosis
 - C. has had a cancerous, cardio-vascular, cerebrovascular, renal, respiratory condition, and/or stroke within the last 2 years
 - D. has had any other medical condition which is under the supervision of a hospital or a **Medical Practitioner** or has required any hospital admission or treatment in the previous 2 years
 - E. has been taking continuous medication and has had any change in medication or change in dosage in the previous 12 months
 - F. have any medical condition that a **Medical Practitioner** is seen for or have been referred to a **Medical Practitioner** for investigation, an undiagnosed condition or non-routine hospital consultation or new condition being diagnosed within the last 2 years
 - G. are awaiting the results of any tests or awaiting surgery
 - H. are aware of any medical condition or change in medical condition after having purchased a policy of any **Relative** or **Close Business Colleague** whether travelling with the **Insured Person** or not on whose state of health the **Insured Person's** decision to cancel or **Curtail the Journey** may depend
 - I. has been advised of a terminal prognosis
 - J. have any psychiatric or mental illness, anxiety, depression or stress, eating disorders or related conditions

UNLESS the medical condition or change in medical condition has been declared to and been accepted in writing by the medical referral line. Contact the medical referral line on +44 (0) 1689 892 240 quoting **JLU Holiday Travel+**

4. any claim caused by or arising out of any change in **Your**, travelling companion, **Relative** or **Close Business Colleague's** medical condition or new condition being diagnosed after **You** have purchased the policy or booked a **Journey**, whichever is later, UNLESS it has been declared to the medical referral line and cover has been agreed in writing
5. any claim caused by or arising out of:
 - A. wilfully self-inflicted illness or injury, the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered **Medical Practitioner** other than for drug addiction), drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
 - B. pregnancy or childbirth in respect of any trip starting and/or finishing within eight weeks of the expected date of birth
 - C. **You** having drunk an amount of alcohol that has caused **Your** judgement to be seriously affected.
6. any claim caused by or arising out of death, Injury, illness or disablement directly or indirectly resulting from the **Insured Person's** suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured Person's** own criminal act
7. any claim caused by or arising out of:
 - A. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation
 - B. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
 - C. insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by any government or martial authority in hindering or defending against any of these
 - D. discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
 - E. loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - F. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - G. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. any claim directly or indirectly caused by, contributed to or arising out of a **Journey** to a destination where the Foreign, Commonwealth & Development Office (FCDO) has advised against all travel or all but essential travel. If **You** are unsure, please check <https://www.gov.uk/foreign-travel-advice>
9. an **Insured Person** is engaging in motorcycling as either a driver or a passenger UNLESS the **Insured Person** is wearing a crash helmet and as driver of the motorcycle the **Insured Person**:
 - A. has held a current valid full **United Kingdom** motorcycle driving licence permitting them to drive such motorcycle for at least two years and
 - B. has had no motorcycle accidents or convictions in the previous two years
10. any claim caused by or arising out of off-road motorcycling of any kind
11. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
12. big game hunting, BMX stunt riding, boxing, bungee jumping (unless with a licensed operator), canyoning, free climb mountaineering, gymnastics (competitive), heli-skiing, high diving (other than from a purpose built diving board over a man-made swimming pool), horse riding involving jumping trials, hunting or competitive riding, jousting, kite-surfing, martial arts, microlighting, motor rallies or competitions, mountaineering (ordinarily necessitating the use of ropes or guides), extreme downhill mountain biking, outdoor endurance, outward bound courses, racing, rock climbing, safaris where the **Insured Person** will be using a firearm, sailing (offshore – more than 12 miles from coastline), scuba diving below 30 metres or when flying within 24 hours of last dive, show jumping, sky diving, sky surfing, stunt events, track days, underground activities (other than as part of an organised excursion or tour), water-ski jumping, white water rafting (above grade 3) or wrestling
13. any organised sports trip or tour whilst **You** are playing (if the winter sports extension is stated in the policy certificate as being applicable – this exclusion shall not apply in respect of amateur winter sports not otherwise excluded) or any variations thereof UNLESS declared to and accepted in writing by the **Company**
14. winter sports of any kind UNLESS stated in the travel insurance certificate as being included in which case this insurance does not apply whilst the **Insured Person** is engaging in heli-skiing, ski touring, ski racing competitions and training therefor (other than properly supervised competitions organised and held on piste by a ski school as part of their official course), freestyle skiing, ski-jumping, ski flying, ski/snowboard acrobatics, ski/snow board stunting, extreme skiing/snowboarding, skeletoning and luge, tobogganing or any variation thereof

15. A. the failure or any consequence of the failure of the **Legal Expenses Insurer** or their servants or agents to satisfy in all or in part their obligations
B. any errors or omissions or any consequence thereof in the advice, service or assistance given by the **Legal Expenses Insurer** or their servants or agents in relation to the cover provided under Legal Expenses or the Free Legal Helplines
16. any claim that result from cyber risk which includes cyber-attack, computer virus, data loss, failure of any computer system or connected device to operate, update or work properly.
17. any claim that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, ATOL (including Civil Aviation Authority requirements), ABTA protection, or from **Your** credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers.
18. any claim arising directly or indirectly by the **Insured Person** choosing or being recommended or instructed to quarantine or isolate as a result of exposure to any infectious disease
19. any claim arising directly or indirectly from any epidemic, or pandemic as declared by the World Health Organisation (WHO) or any fear of or threat of epidemic, or pandemic
20. any claim arising directly or indirectly as a result of **Your** failure to obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before a **Journey**
21. any claims arising directly or indirectly for loss of earnings, additional hotel costs, additional car hire, Visas, ESTAs, additional parking fees, vaccinations, inoculations, kennel fees or any other loss unless it is specified in this policy
22. any claims arising directly or indirectly for **Journeys** that:
 - A. if single trip cover is selected are expected to exceed:
 - i. 365 days duration where the **Insured Person** is aged under 71 years
 - ii. 60 days duration where the **Insured Person** is aged 71 years to 75 years
 - iii. 31 days duration where the **Insured Person** is aged 76 years and over
 - B. if annual multi trip cover is selected are expected to exceed 45 days duration (or 60 days duration if shown on the travel insurance certificate as being applicable and the appropriate premium has been paid)UNLESS declared to and accepted in writing by the **Company**
23. any claim caused by or arising out of:
 - A. delay, confiscation or detention by Customs or other officials or authorities or
 - B. fraud or deception
24. any claim under any Section of this policy in respect of travel to a destination to which the Foreign, Commonwealth & Development Office (FCDO) has advised against all or all but essential travel unless specifically agreed by **Insurers** in writing. In the event **You** are already at a destination on the date the FCDO issues a warning against all travel or all but essential travel to that destination, cover will be maintained for a period of up to 7 days and then cover will cease unless specifically agreed by **Insurers** in writing
25. Any claim from the carrier's (e.g. airline) or any agent of the airport operator refusal to permit an **Insured Person** to travel for whatever reason
26. any claim where paying the benefit would breach any sanctions, prohibitions or restrictions imposed by law or regulation
27. **Excess**
The **Company** shall not be liable for the **Excess** stated in the Summary of Benefits table or any higher amount notified by the medical referral line or by endorsement, in respect of each separate incident giving rise to a claim
28. Any claim caused by or arising out of a coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to COVID-19 claims under Section 27 - COVID-19 Cover section or Section 28 – Enhanced Covid-19 cover of this policy

Policy Contract

In consideration of **Your** having paid the premium stated in the travel insurance certificate, **We** agree to provide the insurance in the manner and to the extent specified in this policy and any additional endorsement provided that:

1. **You** shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, travel insurance certificate or by additional endorsement(s)
2. **Our** liability shall not exceed the benefit levels or sums insured or limits of liability expressed herein
3. there shall be no cover under Section 5 – Personal Baggage and Section 6 – Personal Money UNLESS these sections are stated in the travel insurance certificate as being included and the appropriate premium has been paid
4. there shall be no cover under Sections 20, 21, 22 and 23 UNLESS the winter sports extension is stated in the travel insurance certificate as being included and the appropriate premium has been paid
5. there shall be no cover under Sections 24, 25, and 26 UNLESS the golf cover extension is stated in the travel insurance certificate as being included and the appropriate premium has been paid.

What is covered

Section 1 – Medical and Other Expenses

Sub-section-1 Journeys outside the United Kingdom or the Channel Islands

1. The **Company** shall pay up to £10,000,000 in total in respect of:
 - A.
 - i. medical, hospital and treatment expenses
 - ii. cost of emergency dental treatment for the immediate relief of pain only, limited to £400 in total
 - iii. ambulance charges, cost of rescue services, accommodation and/or travelling and/ or repatriation expenses to the **United Kingdom** or the Channel Islands
 - iv. necessary additional accommodation and travelling expenses including those of one **Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if the **Insured Person** is a child and requires an escort

necessarily incurred outside the **United Kingdom** or the Channel Islands on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey**.

The **Company** reserves the right to repatriate the **Insured Person** to the **United Kingdom** or the Channel Islands when in the opinion of the **Company's** medical advisers the **Insured Person** is fit to travel.

 - B. additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to their home within the **United Kingdom** or the Channel Islands as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Journey** of the **Insured Person**
2. The **Company** shall pay the necessary charges in the event of death occurring during the **Journey** for :
 - i. burial or cremation of the **Insured Person** in the locality where death occurs not exceeding £2,000 in total or
 - ii. transporting the **Insured Person's** remains or ashes to their home in the **United Kingdom** or the Channel Islands (excluding funeral or internment costs)

subject to the prior approval of the **Assistance Company**.

PROVIDED THAT:

1. the **Journey** is outside the **United Kingdom** except for residents of the Channel Islands where this cover will apply outside the Channel Islands
2. the amount payable shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
3. The **Company** shall not be liable for the cost of:
 - A. any medical, surgical or remedial treatment or any other costs:
 - i. incurred following completion of such transfer;
 - ii. which would have been incurred had such a transfer not been undertaken
 - B. transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness to the **Insured Person's** home within the **United Kingdom** or the Channel Islands.

4. The **Company** shall pay all costs incurred by the **Assistance Company** in returning:
 - A. the **Insured Person's** personal baggage
 - B. if applicable – the private motor vehicle driven by the **Insured Person** on the **Journey** during which such accidental bodily injury or illness occurred (subject to the return of the motor vehicle not being insured elsewhere)

to the **Insured Person's** home within the **United Kingdom** or the Channel Islands.

Excess

Where medical expenses have been reduced by the use of an EHIC or contribution from the **Insured Person's** private health insurance PROVIDED THAT liability has been accepted by the **Company** for such reduced medical expenses the **Excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per **Insured Person** (£100 per **Family**) or any higher **Excess** amount notified by the medical referral company or additional endorsement.

Sub-section 2 Journeys within the United Kingdom (or within the Channel Islands for residents of the Channel Islands)

1. The **Company** shall pay up to:
 - A. i. £250 in total in respect of EMERGENCY medical and treatment expenses
 - ii. the cost of EMERGENCY dental treatment for the immediate relief of pain only but limited to £100 in total
necessarily and reasonably incurred within the **United Kingdom** or Channel Islands on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey**
 - B. £10,000 in total in respect of reasonable accommodation and/or travelling and/or repatriation expenses to the **Insured Person's** home or to the most suitable hospital or nursing home near to the **Insured Person's** home within the **United Kingdom** or Channel Islands (including reasonable and necessary additional accommodation and travelling expenses of one **Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily and reasonably incurred on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey**
 - C. £1,000 in total in respect of reasonable charges for the cost of transporting the **Insured Person's** remains or ashes to the **Insured Person's** home in the **United Kingdom** or Channel Islands (excluding funeral or interment costs) in the event of death occurring during the **Journey**
 - D. £500 in total in respect of all reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to their home within the **United Kingdom or Channel Islands** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Journey** of the **Insured Person's Relative** or **Close Business Colleague**

PROVIDED THAT:

1. the **Journey** is solely within the **United Kingdom** except for residents of the Channel Islands this sub-section will apply for **Journeys** within the Channel Islands
2. the amount payable shall not exceed the amounts stated or £10,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
3. the **Assistance Company** is notified PRIOR TO any arrangements being made and has authorised any costs to be incurred.

Exclusions (also see General Exclusions)

This insurance does not cover:

1. any claim if the **Insured Person** travels against medical advice or travels to receive medical treatment
2. the following costs and expenses unless they have been authorised by the **Assistance Company**
 - A. inpatient, hospital, clinic or nursing home expenses
 - B. repatriation transportation or additional hotel or travel costs and expenses
 - C. burial or cremation costs outside the **United Kingdom** or the Channel Islands

- D. charges levied for services rendered or treatment received in the **United Kingdom** or the Channel Islands
- 3. any elective medical or dental treatment or exploratory tests
- 4. dental work involving precious material
- 5. treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured Person** to their home in the **United Kingdom** or the Channel Islands
- 6. medical, hospital or treatment expenses which the **Insured Person** knows at the time of departure on the **Journey** will be required or required to be continued during the course of such **Journey**
- 7. charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
- 8. medical expenses where the **Insured Person** elects to receive treatment in a private hospital where public funded hospital treatment or care is available.

Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey** the **Insured Person** is first diagnosed as having a medical condition or has a change in medical condition, the **Insured Person** must give details of the condition by calling the medical referral line on **01689 892 240** quoting reference **JLU Holiday Travel+**. The **Company** reserves the right to impose special terms in the light of any such details disclosed.

Section 2 – UK Hospital Transfer and Additional Costs and Expenses

1. Hospital Transfer Expenses

If during the **Journey** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which results in them being:

- A. repatriated to the **United Kingdom** or the Channel Islands by the **Assistance Company** and admitted as an inpatient

or

- B. directly admitted as an inpatient

at a hospital or nursing home within the **United Kingdom** or the Channel Islands but more than 35 miles from their home within the **United Kingdom** or the Channel Islands the **Company** will at the request of the **Insured Person** pay up to £5,000 in total for costs incurred by the **Assistance Company** in transferring the **Insured Person** to a suitable hospital or nursing home close to the **Insured Person's** home.

Such costs to include:

- the cost of medical, surgical or remedial treatment given or prescribed by a **Medical Practitioner**
- hospital and/or nursing home treatment and
- ambulance charges

subject to the costs being necessary to enable such transfer to be undertaken.

PROVIDED THAT:

- 1. such transfer is made with the consent of the **Medical Practitioner** attending the **Insured Person**
- 2. in the professional opinion of the **Medical Practitioner** attending the **Insured Person** and/or the **Company's** medical adviser, the **Insured Person** will remain continuously hospitalised for at least 72 hours following completion of such transfer
- 3. prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the **Insured Person** is to be transferred

2. Return Home Costs

If during the **Journey** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which in the opinion of the **Medical Practitioner** attending the **Insured Person** directly results in the **Insured Person** being physically unable to return for more than 72 hours after the scheduled date and time of return to home within the **United Kingdom** or the Channel Islands by the same means of transport by which the outward

Journey was taken the **Company** will at the request of the **Insured Person** pay up to £2,500 in total in respect of all costs reasonably and necessarily incurred:

- A. with the authority of the **Assistance Company** in respect of the **Insured Person's** additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such accidental bodily injury or onset of illness until the time of return to home within the **United Kingdom** or within the Channel Islands
- B. by the **Assistance Company** to return to the **Insured Person's** home within the **United Kingdom** or within the Channel Islands:
 - the **Insured Person**
 - the **Insured Person's** personal baggage
 - if applicable – the private motor vehicle driven by the **Insured Person** on the **Journey** during which such accidental bodily injury or illness occurred (subject to the return of the motor vehicle not being insured elsewhere).

3. Additional Expenses – Accompanying Travellers and Visiting Family

If during the **Journey** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which results in a valid claim under sub-section 1 or 2 of this Section the **Company** will pay up to:

- A. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by any person or persons with whom the **Insured Person** was travelling on the **Journey** PROVIDED THAT it would not have been necessary to incur such additional costs and expenses had such bodily injury or illness not occurred
- B. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by the **Insured Person's** parent(s) or legal guardian(s), partner or spouse or the children for the purposes of visiting the **Insured Person** whilst they remain in hospital or nursing home within the **United Kingdom** or the Channel Islands as a direct result of such bodily injury or illness.

Conditions

- 1. As soon as is practicable after the occurrence of any accidental bodily injury or onset of illness which may be the subject of a claim under this Section the **Insured Person** shall place themselves under the care of a **Medical Practitioner** whose advice they must follow.
- 2. All additional travel, subsistence and accommodation expenses MUST be authorised by the **Assistance Company** prior to being incurred.

Exclusions (also see General Exclusions)

This insurance does not cover:

- 1. repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the **Assistance Company**
- 2. costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
- 3. all costs recoverable under Section 1 – Medical and Other Expenses.
- 4. any medical, surgical or remedial treatment or any other costs:
 - i. incurred following completion of such transfer
 - ii. which would have been incurred had such a transfer not been undertaken
- 5. transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness.

Section 3 – Cancellation or Curtailment

To pay up to £5,000 in total in respect of the proportional share of the total costs for the **Insured Person** for otherwise irrecoverable monetary loss in respect of travel, accommodation, car hire and excursions booked prior to the scheduled date of departure of such **Journey** incurred as a result of:

- 1. the necessary and unavoidable cancellation of such **Journey** for any reason beyond the control of the **Insured Person** PROVIDED THAT at the time of effecting this insurance or booking the **Journey**, whichever is later, the **Insured Person** was not aware of any reason why such **Journey** would need to be cancelled

2. the necessary and unavoidable **Curtailment** of such **Journey** for any reason beyond the control of the **Insured Person** PROVIDED THAT at the time of effecting this insurance or booking the **Journey**, whichever is later, the **Insured Person** was not aware of any reason why such **Journey** would need to be curtailed. **We** will pay for the unused portion of **Your Journey**
3. an act of terrorism, declared as such by the country the act occurred in, occurring during **Your Journey** or up to 31 days prior to **Your** booked departure from the **United Kingdom** as shown in **Your** booking confirmation occurring within 40 miles of **Your** booked accommodation

Conditions

1. Notification
 - A. Cancellation – notification of cancellation of the **Journey** must be given:
 - i. in writing to the tour operator or travel agent (or in respect of **Journeys** not arranged via a tour operator or travel agent – to the accommodation and transport providers)
 - ii. verbally or in writing to the **Claims Handler**
 - B. **Curtailment** - Notification of **Curtailment** of the **Journey** must be given to the **Assistance Company** and be authorised by them PRIOR TO the **Insured Person** arranging to return home from the **Journey**.
2. the **Company** will have the option to replace any incentive gift or promotional vouchers or points that form the subject of a claim under this Section with alternative gift or promotional vouchers or to pay for an equivalent replacement for the unused proportion of travel or accommodation or pay the cash equivalent thereof.
3. it is a requirement of this insurance that **You** must notify **Us** as soon as circumstances arise that **You** believe necessitate the cancellation of **Your Journey**. Failure to do so could prejudice any claim.

Exclusions (also see General Exclusions)

1. For **Curtailment** claims the **Company** shall not be liable for the return transport portion of **Your Journey** where **We** have paid for **Your** repatriation
2. Cover under this Section shall not apply in respect of:
 - A. death, injury or illness of any person who is not:
 - i. an **Insured Person**,
 - ii. a **Relative** or **Close Business Colleague** of the **Insured Person** or
 - iii. a travelling companion of the **Insured Person**
 - B. **Curtailment** not notified to and authorised by the **Assistance Company**
3. The **Company** shall not be liable for any claim where medical or other appropriate evidence is not provided as proof of the necessity to cancel or curtail a **Journey**.
4. The **Company** shall not be liable for any claim arising out of any medical condition or set of circumstances known to the **Insured Person** at the date of purchasing this insurance or booking a trip where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or Curtailment of the **Journey**.
5. The **Company** shall not be liable for any claim as a result of the disinclination of the **Insured Person** or travelling companion to travel or continue their **Journey** unless covered under Section 3 - Cancellation and **Curtailment** Sub-section 3.
6. The **Company** shall not be liable for any claim arising out of the financial circumstances of the **Insured Person** unless it is as a result of the **Insured Person** being involuntarily made redundant from permanent employment and qualifying for payment under the current redundancy payment law.
7. The **Company** shall not be liable for any claim arising out of **Your** failure to hold, obtain or produce a valid visa or passport for the **Journey**.
8. The **Company** shall not be liable for any additional costs or expenses arising out of **Your** failure to notify the travel agent, tour operator or provider of transport or accommodation immediately it is found necessary to cancel **Your** trip.
9. The **Company** shall not be liable for any claim due to cancellation or postponement of any activity, concert, event or sporting event that the **Insured Person** had booked to attend.

10. There shall be no cover under this Section for any claim covered under the Travel Delay, Missed Departure, Loss of Passport, Loss of Pet documentation, Catastrophe, Financial Failure or Missed Cruise Connection sections.
11. any claim arising directly or indirectly by the **Insured Person** choosing or being recommended or instructed to quarantine or isolate as a result of exposure to any infectious disease

Section 4 – Personal Accident

The **Company** shall pay the **Insured Person** the applicable benefit shown below if during the **Journey** the **Insured Person** sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the **Insured Person**.

Benefit

1. Death – £25,000
2. Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) – £25,000
3. Loss of Sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
 - A. in both eyes when the **Insured Person's** name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist – £25,000
 - B. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **Company** is satisfied that the condition is permanent and without expectation of recovery – £25,000
4. Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Person** from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the **Company's** satisfaction to be beyond the hope of improvement – £25,000.

Conditions

1. The **Company** shall not pay more than one benefit in connection with the same accident.
2. In respect of any **Insured Person** under the age of 16 years at the time of bodily injury Benefit 1 Death - will be limited to £5,000
3. In respect of any **Insured Person(s)** motorcycling as either a driver or a passenger the benefits will be limited to £5,000.

Section 5 – Personal Baggage

This section only applies if shown on **Your** travel insurance certificate as being included.

The **Company** shall pay up to £2,000 in total (after taking into account a deduction for wear and tear and depreciation) for loss, theft or accidental damage to **Your** baggage (for example: clothing and personal effects, property worn or carried by **You**, suitcases and like receptacles, pushchairs, pedal bicycles and hand propelled wheelchairs all being **Your** property) occurring during the **Journey**.

PROVIDED THAT:

1. A. any loss of or damage to baggage occurring in transit is reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
 - B. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them
2. when not being worn or carried by the **You**, **Valuables** MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or left out of sight hidden in **Your** locked booked accommodation.

3. the **Company** shall not be liable for more than:
 - A. £500 any one article, pair or set irrespective of single or joint ownership
 - B. £1,000 in total in respect of loss of or damage to **Valuables**
 - C. the proportionate value of that part of any pair or set that is lost or damaged
4. the **Company** will have the option to repair, replace, reinstate or make a cash payment based on the intrinsic value of the article(s) in question.

Exclusions (also see General Exclusions)

See Exclusions applicable to Sections 5, 6 and 7.

Section 6 – Personal Money

This section only applies if shown on **Your** travel insurance certificate as being included.

The **Company** shall pay up to £500 in total in respect of accidental loss of personal **Money** owned solely by **You** occurring during the **Journey**

PROVIDED THAT:

1. when not being carried by **You Money** MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or hidden out of sight in **Your** locked booked accommodation
2. all losses MUST be reported to the police and a written report obtained from them as soon as practicable and in respect of loss of travellers cheques and/or credit/debit /pre-paid cards such loss is also reported to the appropriate issuing authority as soon as practicable upon discovery
3. loss of currency is limited to the amount permitted by currency regulations in force at the date of the **Journey** but not exceeding £500

Exclusions (also see General Exclusions)

See Exclusions applicable to Sections 5, 6 and 7.

Section 7 – Loss of Passport

The **Company** shall pay up to £500 in total in respect of replacement cost of passport including reasonable additional accommodation and travel expenses incurred only by **You** as a result of the loss of **Your** passport occurring whilst on the **Journey**

PROVIDED THAT:

1. upon discovery immediate notification shall be given to the nearest British Consulate or if not holding a British passport to the **Your** nearest Embassy and a written report of the loss obtained from them
2. when not being carried by **You** the passport MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or hidden out of sight in **Your** locked booked accommodation.

Exclusions Applicable to Sections 5, 6 and 7 (also see General Exclusions)

This insurance does not cover:

1. loss, damage, theft or attempt thereof:
 - A. **Money**, credit cards, passport or personal baggage left unattended in the open or any public place
 - B. **Your Valuables, Money**, credit cards or passport from any **Unattended Vehicle** or from personal baggage unless carried by hand and under **Your** personal supervision
 - C. personal baggage from any **Unattended Vehicle**:
 - i. between the hours of 8pm and 9am local time
 - ii. at any other time unless:
 - a. the vehicle has been secured from unauthorised entry and
 - b. the personal baggage has been hidden from view and
 - c. there is evidence of violent and forcible entry to or exit from the vehicle
 - D. personal baggage from any roof rack, external rack or container

- E. mobile telephones
- 2. loss of or damage to:
 - A. stamps, documents, contact lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories) or antiques
 - B. sports equipment whilst in use
 - C. business equipment, goods, samples or tools
- 3. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
- 4. shortages due to error, omission or depreciation in value
- 5. damage to brittle articles (including teeth or dentures).
- 6. damage to computer, tablets, radio or audio equipment (including discs, memory sticks or mp3 players), electronic games or e-books.
- 7. **Golf Equipment or Ski Equipment**

Section 8 – Personal Liability

The **Company** will cover **You** up to the limit of £2,000,000 in total in respect of:

- 1. any money that **You** legally have to pay that relates to an accident during **Your Journey** which causes:
 - A. accidental bodily injury to or death of any person
 - B. accidental physical loss of or damage to material property caused by **You**
 - C. accidental physical loss of or damage to temporary holiday accommodation which is not owned by **You** or a person **you** are travelling with or a **Relative**.
- 2. legal costs and expenses incurred by **You** in relation to the accident provided that **You** have obtained the **Company's** consent in writing before incurring any costs and expenses.

PROVIDED THAT:

- 1. the **Insured Person**:
 - A. forwards to the **Claims Handler** as soon as practicable upon receipt every letter, claim, writ, summons or process
 - B. notifies the **Claims Handler** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest or official inquiry in connection with any such accident
- 2. no admission, offer, promise, payment or indemnity is made or given by or on behalf of the **Insured Person** without the written consent of the **Company**.

In the event of the death of the **Insured Person** the **Company** will indemnify the legal personal representative of the **Insured Person** as though they were the **Insured Person** but only in respect of liability incurred by the **Insured Person**.

Limit of Indemnity

The liability of the **Company** under this Section for **Damages** and claimant's costs and expenses in respect of one occurrence or of a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed £2,000,000 in total.

Exclusions (also see General Exclusions)

This insurance does not cover:

- 1. accidental bodily injury to or death, disease or illness of any person under a contract of service or apprenticeship with the **Insured Person** arising out of and in the course of such contract of service or apprenticeship
- 2. liability in respect of loss of or damage to property belonging to or held in trust by or in the charge, care, custody or control of the **Insured Person** or any member of the **Insured Person's Family** other than temporary holiday accommodation occupied (but not owned) by **You**

3. liability arising out of or in connection with the:
 - A. ownership of any premises, land or building
 - B. ownership, possession, control or use by or on behalf of the **Insured Person** of any:
 - i. motorised vehicle,
 - ii. aircraft or other aerial device, including unpowered flight
 - iii. hovercraft or watercraft (other than the use but not ownership of manually propelled watercraft)
 - iv. firearm
 - v. animal
4. liability arising directly or indirectly from the transmission of any communicable disease or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
5. liability which attaches to the **Insured Person** by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract
6. punitive, exemplary or any multiple of compensatory **Damages**.
7. liability arising out of or in connection with the **Insured Person's** business, profession or employment.
8. any legal liability arising out of any injury caused by any participant to another participant (player to player) or spectator whilst playing, practicing or training whilst participating in **Your** sporting activity.

Section 9 – Contingent Liability (Jet ski, snow mobile)

Notwithstanding Exclusion 3.B.i of Section 8 – Personal Liability the **Company** will indemnify the **Insured Person** within the terms of Section 8 – Personal Liability in respect of legal liability arising out of the use by the **Insured Person** of any:

1. jet ski hired from a licenced operator on inland waterways or coastal waters
2. snowmobile hired from a licenced operator in circumstances where compulsory insurance or security is not required under any Road Traffic Act or similar legislation (if the winter sports extension is stated in the travel insurance certificate as being included)

PROVIDED THAT:

1. there is no other insurance in force covering the same legal liability
2. no other insurance is available to the **Insured Person** at the time of hiring such watercraft/vehicle to cover the **Insured Person's** legal liability arising out of its use
3. the **Insured Person** is using such watercraft/ vehicle with the permission of and in accordance with any instructions given by the licenced hirer
4. the **Insured Person** is participating in the activity purely for leisure purposes.

Exclusions (see also General Exclusions)

The insurance does not cover:

1. loss of, theft or damage to such jet ski or snowmobile
2. any organised sports trips, touring or engaging in the activity as a professional or for competition or where the **Insured Person** receives any financial reward or gain.

Section 10 – Delayed Baggage

The **Company** shall pay up to £400 in total for the emergency purchase of essential items of clothing and personal requisites if during the **Journey** the **Insured Person** is deprived of personal baggage taken on the **Journey** for 12 hours or more from the time of arrival at the pre-booked destination on the outward leg of the **Journey** due to delay or misdirection by the carrier (e.g. airline) such payment being made at the rate of:

- £100 for the first full 12 hour period plus
- an additional £100 for the next full 12 hours plus
- an additional £200 if the period reaches or exceeds 48 consecutive hours.

PROVIDED THAT:

1. the non-arrival of the **Insured Person's** personal baggage is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the **Insured Person** submits to the **Company** original receipts for all items purchased together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Exclusions (also see General Exclusions)

This insurance does not cover personal baggage delayed or detained by Customs or other officials.

Section 11 – Travel Delay

The **Company** shall pay up to the limits shown below in total in respect of additional expenses incurred directly as a result of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown of the booked mode of transport resulting in a delay of at least 12 hours in the departure of any coach, train, sea vessel or aircraft in which the **Insured Person** is booked to travel on any leg of the **Journey**.

1. Compensation
The **Company** will pay the **Insured Person** £50 for each period of 12 hours delay on any leg of the **Journey**
Subject to an overall maximum payment of £400 for all legs of the **Journey**
2. Cancellation
If after 24 hours delay in departure on the initial outward leg of the **Journey** the **Insured Person** wishes to cancel their **Journey** the **Company** will reimburse the irrecoverable loss of deposits, instalments and balances paid or contracted to be paid of such **Journey** in respect of travel and accommodation up to but not exceeding £5,000 in total

PROVIDED THAT in respect of 1. Compensation and 2. Cancellation:

1. the **Insured Person** obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the booking confirmation and the reasons for such delay
2. no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
3. in respect of sub-section 2 Cancellation – if any part of the **Journey** has been booked using incentive, gift or promotional vouchers or points the **Company** will have the option to replace such items with alternative vouchers or to pay for the equivalent replacement travel or accommodation or pay the cash equivalent thereof.

Exclusions (also see General Exclusions)

See Exclusions applicable to Sections 11 and 12.

Section 12 – Missed Departure

The **Company** shall reimburse the **Insured Person** up to £1,000 in total in respect of reasonable additional and otherwise irrecoverable travel and accommodation (room only) expenses which the **Insured Person** necessarily incurs to purchase a ticket for an alternative journey as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **Period of Insurance** and causing interruption of scheduled public transport services
2. accident or mechanical failure of the private motor vehicle in which the **Insured Person** is travelling PROVIDED THAT the private motor vehicle has been serviced in accordance with the manufacturer's recommendations
3. abnormal and unforeseeable traffic congestion which the **Insured Person** can prove resulted in an increase of more than four hours in the time that such **Journey** would normally take and which causes the **Insured Person** to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which they had been booked to travel.
4. Strike, industrial action, riot, civil commotion, adverse weather condition or mechanical breakdown of the booked mode of transport resulting in a delay of at least 4 hours in the departure of such booked mode of transport occurring on any leg of the **Journey** and which causes the **Insured Person** to arrive at the coach

terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which they had been booked to travel on their **Journey** according to their booking confirmation.

Condition

Insured Person must allow a minimum of four hours for transfer between terminals, airports, ports or rail station for connecting leg of the **Journey** as shown on their booking confirmation.

Exclusions applicable to Sections 11 and 12 (also see General Exclusions)

This insurance does not cover any claim:

1. if the **Insured Person** fails to take all necessary steps to arrive at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation supplied
2. if the **Insured Person** fails to check in at the coach terminal, rail terminal, port or airport according to their booking confirmation and/or
3. if the **Insured Person** fails to obtain:
 - A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
 - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling
4. where warning of such strike, riot, civil commotion, industrial action or adverse weather condition resulting in a claim had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
5. for any additional expenses where the **Insured Person** has arrived back from a shore excursion late and misses the cruise sailing
6. for any additional expenses where the **Insured Person** has been offered alternative travel arrangements
7. that has been paid under the Missed Cruise Connection section.

Section 13 – Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit

The **Company** shall pay the **Insured Person** £50 for each full period of 24 hours during the **Journey** that the **Insured Person**:

1. spends in hospital as an inpatient or is confined to their room on the orders of a **Medical Practitioner** as a result of physical medical incapacity (other than over exposure to the natural elements)

PROVIDED THAT:

- A. the **Company** has accepted liability under Section 1 – Medical and Other Expenses – covers A or B for the costs of such hospitalisation or consultation with a **Medical Practitioner** or treatment received from a **Medical Practitioner** or would have accepted liability for such costs had they been incurred outside of the **United Kingdom** or the Channel Islands
- B. the **Insured Person** provides the **Company** within 30 days of returning from the **Journey** a medical certificate confirming the period of hospitalisation or room confinement and the cause of such hospitalisation or confinement in the event that the **Insured Person** is hospitalised as a direct result of malicious and unprovoked assault by any person or persons not known to them this benefit will be doubled PROVIDED THAT the **Insured Person** reports the matter to the police as soon as practicable and provides the **Company** within 30 days of returning from the **Journey** with a police report confirming such
2. is unlawfully detained against their will (whether hijacked, kidnapped or otherwise) by any person or persons not known to them PROVIDED THAT the **Insured Person** reports the matter to the police as soon as practicable upon their release and provides the **Company** within 30 days of returning from the **Journey** with a police report confirming they were unlawfully detained and the dates of such detention

and subject to a maximum overall benefit of £1,000 (proportionately increased in respect of any successful claim under benefit 1 above due to malicious and unprovoked assault by any person or persons not known to the **Insured Person** subject to an overall maximum benefit of £2,000).

Section 14 – Catastrophe/Crisis

The **Company** shall pay the **Insured Person** up to £100 for each full period of 24 hours up to a maximum of £500 in total in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by the **Insured Person** as a result of being forced to move from the accommodation booked in advance for the **Journey** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **Journey**.

Section 15 – Loss of Pet Documentation

The **Company** shall pay up to £500 in total in respect of replacement costs and additional accommodation, quarantine, storage and travel expenses incurred by the **Insured Person** as a direct result of the loss of pet travel documentation in respect of any pet covered by such scheme owned by the **Insured Person** and which had accompanied them on the **Journey**.

PROVIDED THAT:

1. upon discovery notification shall be given to the carrier as soon as practicable and if necessary to the appropriate issuing authorities and all steps taken to obtain duplicate copies without undue delay
2. when not being carried by the **Insured Person** all pet travel documentation is kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**
3. no claim shall be payable unless the **Insured Person** can provide proof that as at the intended date of return to the **United Kingdom** or the Channel Islands had the pet travel documentation not been lost it would have been valid, complete and would in the ordinary course of events have enabled the applicable pet to enter and stay within the **United Kingdom** or the Channel Islands without additional quarantine or restriction.

Exclusions (also see General Exclusions)

This insurance does not cover:

1. theft or attempt thereof of pet travel documentation:
 - A. left unattended in the open or any public space
 - B. from any **Unattended Vehicle** or from personal baggage unless carried by hand and under the personal supervision of the **Insured Person**
2. any claim caused by or arising out of loss of pet travel documentation that would not (had it not been lost) have been complete and valid as at the **Insured Person's** intended date of return to the **United Kingdom** or the Channel Islands

Section 16 – Seat Bumping

The **Company** shall pay the **Insured Person** £200 in total in the event that they are unable to travel on any publicly licensed scheduled flight upon which they have reserved a seat and was due to fly during any leg of the **Journey** solely as a result of such seat being unavailable due to overbooking by the airline

PROVIDED THAT:

1. the **Insured Person** obtains a signed statement from the airline confirming that they are not travelling on the flight and on the seat reserved solely as a result of the seat being unavailable due to overbooking by such airline
2. the **Insured Person** has complied with the airline's:
 - A. terms of carriage
 - B. minimum connecting and/or check in times or if not published allowed a minimum of three hours for international flights and one and a half hours for domestic flights
3. the amount the **Company** will pay will be reduced by any amount of compensation or payment made to the **Insured Person** by the airline or carrier in respect of the same event.

Exclusions (also see General Exclusions)

This insurance does not cover:

1. any claim arising as a result of the **Insured Person** voluntarily giving up their seat on the flight
2. any claim arising where the **Insured Person** has failed to:

- a. take all reasonable steps to comply with the airline's terms of carriage
- b. allow sufficient time to arrive at the airport with reasonable expectation of meeting the airline's scheduled check in time.

Section 17 – Legal Expenses

Important – DAS Legal Expenses Insurance **Company** Limited (**DAS**) is the underwriter and provides the legal protection insurance under this section of **Your** policy. The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

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

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the **Insured Incident** is during the **Operative Time of Cover**
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 behalf of the **Insured Person**, **Costs and Expenses** incurred following an **Insured Incident**, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000
- 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 **we** 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, the **Insured Person** must tell **DAS** within the time limits allowed that the **Insured Person** wants to appeal. Before **DAS** pay the **Costs and Expenses** for appeals, **DAS** must agree that **Reasonable Prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **Insured Person** after a successful claim under this section, **DAS** must agree that **Reasonable Prospects** exist, and
- e. where an award of **Damages** is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **Damages**, the most **DAS** will pay in **Costs and Expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

Additional Definitions applicable to this Section (also see General Definitions)

The following **Definitions** apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this policy, the definition in this section will apply.

Appointed Representative

The **Preferred Law Firm**, law firm or other suitably qualified person **DAS** will appoint to act on behalf of the **Insured Person**.

Costs and Expenses

- a. All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.

- b. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **DAS'** agreement.

Countries Covered

Worldwide

DAS Standard Terms of Appointment

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

DAS

DAS Legal Expenses Insurance Company Limited.

Date of Occurrence

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

Insured Incident

A specific or sudden accident that causes death or bodily injury to the **Insured Person**.

Insured Person

Each person stated on the travel insurance certificate as being insured, provided that such person is resident in the **United Kingdom** or the Channel Islands with a permanent address in the United Kingdom or Channel Islands and registered with a Medical Practitioner in the United Kingdom or Channel Islands.

Preferred Law Firm

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

Reasonable Prospects

For civil cases, the prospects that the **Insured Person** will recover losses or **Damages** (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), 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'** behalf, will assess whether there are **Reasonable Prospects**.

What is covered

Costs and expenses to pursue **Your** legal rights following a specific or sudden accident that causes death or bodily injury to the **Insured Person**

What is not covered

DAS will not pay for any claim relating to the following:

1. Any illness or bodily injury that happens gradually.
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
3. Defending an **Insured Person's** legal rights, but **DAS** will cover defending a counter- claim.
4. Any claim relating to clinical negligence.

Section Exclusions (also see General Exclusions)

DAS will not pay for the following:

1. A claim where an **Insured Person** has failed to notify **DAS** of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before **DAS'** written acceptance of a claim.
4. Fines, penalties, compensation or **Damages** that a court or other authority orders an **Insured Person** to pay.
5. Any legal action an **Insured Person** takes that **DAS** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **DAS** or the **Appointed Representative**.
6. A dispute with **DAS** not otherwise dealt with under section condition 7.
7. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. 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**)
9. Any claim where the **Insured Person** is not represented by a law firm or barrister
10. Any claim caused by, contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. A claim against Great Lakes Insurance SE, ERGO Travel Insurance Services Ltd, Virtual Insurance Products trading as Jackson Lee Underwriting or their respective agents, tour operators or travel agents.

Conditions

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **Preferred Law Firm** as the **Insured Person's Appointed Representative** to deal with the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.
- b. If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
- c. If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm**, **DAS** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **Insured Person** must co-operate fully with **DAS** and the **Appointed Representative**.
- b. An **Insured Person** must give the **Appointed Representative** any instructions that **DAS** ask an **Insured Person** to.
3. a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further legal costs.
- c. **DAS** may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle any claim on behalf of an **Insured Person**. An **Insured Person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so.

- d. Where a settlement is made on a without costs basis **DAS** will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to **DAS**.
4.
 - a. An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if **DAS** ask for this.
 - b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **Appointed Representative**.
6. If an **Insured Person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **Appointed Representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **Insured Person** any **Costs and Expenses** **DAS** has paid.
7. If there is a disagreement between the **Insured Person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, the **Insured Person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financialombudsman.org.uk).

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **Insured Person** and **DAS**. 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 the **Insured Person** and **DAS** or may be paid by either **Insured Person** or **DAS**.
8. **DAS** may require an **Insured Person** to get, at the **Insured Person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured Person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover **Damages** (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
9. An **Insured Person** must:
 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **DAS** asks for, in writing, and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
 - a. a claim an **Insured Person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b. a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **DAS** fraud prevention measures **DAS** will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

11. Apart from **DAS**, an **Insured Person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay **DAS** share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

DAS will give an **Insured Person** confidential legal advice over the phone on any personal legal problem relating to **Your Journey**, under the laws of the member countries of the United Kingdom of Great Britain and Northern Ireland, the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

An **Insured Person** can contact **DAS'** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to call the **Insured Person** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If an **Insured Person** calls outside these times, **DAS** will call the **Insured Person** back.

To help check and improve service standards, **DAS** records all calls.

To contact the above service, phone **DAS** on +44 (0)117 934 2111.

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

Section 18 – Financial Failure Insurance

The **Financial Failure Insurer** shall pay up to £5,000 in total for each **Insured Person** named on the travel insurance certificate for:

1. Irrecoverable sums paid prior to **Financial Failure** of the scheduled airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure or
2. In the event of **Financial Failure** after departure:
 - a) additional pro rata costs incurred by the **Insured Person(s)** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements
 or
 - b) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands or Isle of Man to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

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

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

The Financial Failure Insurer will not pay for:

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

Non-Assignment

No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the **Financial Failure Insurer** hereon. Any attempt to assign rights or interests without the **Financial Failure Insurer's** written consent is null and void.

Section 19 – Missed Cruise Connection

The **Company** shall reimburse the **Insured Person** up to £1,000 in total in respect of reasonable additional and otherwise irrecoverable travel and accommodation (room only) expenses which the **Insured Person** incurs during the **Journey** to purchase a ticket for an alternative **Journey**:

1. to reach the next available embarkation point in time to board the original cruise ship **You** were booked to travel on or
2. if **You** fail to disembark from the cruise ship at the final disembarkation port in time to reach **Your** booked international departure point to return to **Your** home in the **United Kingdom** or Channel Islands from such overseas destination as a consequence of:
 - A. mechanical breakdown, strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **Period of Insurance** and causing interruption of scheduled public transport service PROVIDED THAT no warning of such strike, riot, civil commotion, industrial action or adverse weather condition had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
 - B. accident or mechanical failure of the private motor vehicle in which the **Insured Person** is travelling PROVIDED THAT the private motor vehicle has been serviced in accordance with the manufacturer's recommendations
 - C. abnormal and unforeseeable traffic congestion which the **Insured Person** can prove resulted in an increase of more than four hours in the time that such **Journey** would normally take and which causes the **Insured Person** to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which they had been booked to travel.
 - D. The failure of **Your** cruise ship to reach the final disembarkation port as per the original booking confirmation PROVIDED THAT no warning of change to the booking had been given prior to commencement of the **Journey** or commencement of the **Period of Insurance** (whichever is later)

Condition

You must allow a minimum of four hours for:

1. Transfer between terminals, airports, port or rail station to make the cruise connection as shown in **Your** booking confirmation
2. Transfer between **Your** final cruise disembarkation point and the terminal, airport, port or rail station for **Your** final departure on the return leg of the **Journey** to the **United Kingdom** or Channel Islands

Exclusions (see also General Exclusions)

This insurance does not cover any claim:

1. if **You** fail to take all steps to arrive at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation
2. if **You** fail to check in at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation and/or
3. if **You** fail to obtain:
 - A. written confirmation from the carriers or cruise ship (or their handling agents) of the number of hours delay and the reason for such delay
 - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling
4. where warning of strike, riot, civil commotion, industrial action or inclement weather resulting in a claim had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
5. for any additional expenses if **You** have been offered alternative travel arrangements
6. for any additional expenses where the **Insured Person** has arrived back from a shore excursion late and as a result has missed the departure of the vessel
7. that has been paid under the Missed Departure section.

Leisure Holiday Activities Covered (excluding organised sports trips or tours or competitions or engaging in an activity as a professional or where Insured Person receives any financial reward or gain)

There is no cover under Section 4 – Personal Accident and Section 8 – Personal Liability for any activity that has an asterisk * against it or when using any form of motorised vehicle.

In respect of each **Insured Person** the following activities are covered if undertaken on an incidental basis as part of their leisure holiday during the **Period of Insurance**:

Abseiling (must be supervised by a licensed instructor and booked with a licenced operator), aerobics, angling (inland or coastal waters within 12 miles of shore), *aerial safaris (only as a passenger with a licensed operator), archery (must be supervised by a licensed instructor), badminton, banana boating/inflatables/donuts (must be booked with a licensed operator), baseball, basketball, beach games, bowls/boules/pétanque, bungee jumping (must be booked with a licensed operator), *camel riding (must be supervised by a licensed instructor), *clay pigeon shooting (must be supervised by a licensed instructor and booked with a licensed operator), cricket, croquet, curling, cycling (excluding BMX stunt riding), deep sea fishing (must be booked with a licensed operator), *donkey/elephant riding/trekking (must be supervised by a licensed instructor and booked with a licensed operator), fencing (protective equipment must be worn), fell running, fell walking, *football (amateur soccer only), *gliding (must be supervised by a licensed instructor and booked with a licensed operator), *go-karting (must be booked with a licensed operator and protective head gear worn), golf, gymnastics (non-competitive), high diving (from a purpose built diving board over a man-made pool), high ropes (must be booked with a licensed operator), hiking (established, documented, paths/tracks/mapped routes only) *hockey, *hot air ballooning (only as a passenger, must be booked with a licensed operator), *horse/ pony riding/trekking (protective headgear to be worn, excluding jumping trials, hunting, jumping and competitive riding), ice skating, *jet boating (only as a passenger booked with a licensed operator), *jet skiing, marathon running, mountain biking (protective headgear must be worn and on established trails graded as easy or moderate, excluding competition, stunts/jumps or obstacles), netball, *paragliding (tandem with licensed operator), parasailing (only over water), *parachuting (static line or tandem only booked with a licensed operator), paddle boarding (up to half mile from shore), pedalo, *polo (protective head gear must be worn), *quad biking (guided tour only, protective headgear must be worn, must be supervised by a licensed instructor and booked with a licensed operator), rambling, river canoeing/ kayaking and/or rafting (in calm water or in white water up to grade 3), rambling, roller blading (excluding roller derby), rounders, rowing, *rugby, safaris (provided that the **Insured Person** will not be using a firearm and excluding any form of hunting), sail boarding (up to half a mile from shore), *sailing and yachting (inshore/coastal waters – within 12 miles of the shore), scuba diving (as long as not flying within 24 hours of last dive) up to a depth of 10 metres as standard or up to a depth of 30 metres maximum as long as PADI qualified or equivalent to that depth or diving with a licensed and fully qualified instructor, sand surfing, sand safaris (must be booked with a licensed operator), sea kayaking (within half mile of shore), *segway riding (must be booked with a licensed operator) skating, skin diving, snorkelling, squash, surfing, swimming, table tennis, ten pin bowling, tennis, tree canopy walking (must be booked with a licensed operator), trekking (established, documented, paths/tracks/ mapped routes with a professional local guide) tug-of-war, underground activities (as part of an organised excursion or tour), via ferrata, volleyball, wake boarding, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

If you have opted for the Optional Wintersports Extension, cover under this will also include:

cross country skiing (only on recognised paths), curling, *ice hockey (other than on an indoor ice rink), glacier walking (must be supervised by a licensed instructor and booked with a licenced operator), *husky/dog sledging (only as a passenger booked with a licensed operator), mono skiing, off piste skiing/snow boarding (in areas considered safe by the local ski resort management or local ski school),ski boarding, sledging, sleigh riding (only as a passenger booked with a licensed operator), snowboarding, snowshoeing, snow skiing and *snowmobiling (guided tour only, protective headgear must be worn, must be supervised by a licensed instructor and booked with a licensed operator).

If **Your** activity is not listed then please contact **Your** insurance intermediary to see if cover can be offered.

Optional Winter Sports Extension

The following Sections 20, 21, 22 and 23 only apply if Wintersports Extension is shown in **Your** policy certificate as being included.

Helpful Hints for Your Winter Sports Journey

1. Whilst skiing is fun there are rules and regulations that apply and **You** can be prosecuted for behaving in a reckless or dangerous manner. **You** should read and understand the 10 International Ski Federation (FIS) rules for the Conduct of Skiers and Snowboarders.
2. If **You** are not skiing with an instructor or guide **You** should check that the area **You** wish to ski in is suitable for a skier of **Your** level – obtain advice from the local ski school.

NEVER SKI IN CLOSED AREAS – IT IS EXTREMELY DANGEROUS AND INSURANCE COVER MAY BE INVALIDATED.

3. When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs – ‘mix and match them’ as thieves prefer only to take pairs.

Section 20 – Ski Equipment

The **Company** shall pay up to £750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to **Ski Equipment** being the property or responsibility of the **Insured Person** occurring during the **Journey**

PROVIDED THAT:

1. the **Company** shall not be liable for more than:
 - A. £300 in total in respect of **Ski Equipment** hired by or to the **Insured Person**
 - B. £500 in total in respect of any one article, pair or set irrespective of single or joint ownership
2. the **Company** shall have the option to repair, replace, reinstate or make a cash payment based on the intrinsic value of the article(s) in question

Exclusions (also see General Exclusions)

This insurance does not cover:

1. Sports Equipment other than **Ski Equipment**
2. Loss of or damage to **Ski Equipment** whilst in use.
3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
4. Shortages due to error, omission or depreciation in value
5. theft or attempted theft of **Ski Equipment** from any **Unattended Vehicle**:
 - A. between the hours of 8pm and 9am local time
 - B. at any other time unless such vehicle has been secured from unauthorised entry and the **Ski Equipment** is:
 - i. hidden from view within the vehicle
or
 - ii. secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means.
6. theft or loss of **Ski Equipment** not reported to the local police within 24 hours and a written report obtained from them

Section 21 – Ski Equipment Hire Charges

The **Company** shall pay up to £400 in total in respect the necessary charges for the emergency hire of **Ski Equipment** if the **Insured Person** is deprived of the **Ski Equipment** taken on the **Journey** for 12 hours or more from the time of arrival at the booked destination on the outward leg of the **Journey** due to delay or misdirection by the carrier (e.g. airline)

PROVIDED THAT:

1. the non-arrival of the **Insured Person's Ski Equipment** is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the **Insured Person** submits to the **Company** the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 22 – Piste Closure

This Section is only valid for **Journeys** during peak season for the ski resort **You** are visiting:

The **Company** shall pay up to £300 in total if it is not possible for the **Insured Person** to ski in the pre-booked resort in which they had intended to ski due to the total closure of all on-piste skiing facilities. **We** will pay compensation at a rate of £50 per day up to the maximum of £300.

The **Insured Person** must provide the **Company** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure.

Section 23 – Unused Ski Pack

The **Company** shall pay up to £500 in total in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass, ski-school or **Ski Equipment** hire as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey** which prevents them from using skiing facilities whilst certified medically unfit to do so

PROVIDED THAT:

The **Company** has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the **United Kingdom** or the Channel Islands or were it not for the **Excess** under that Section of this policy.

Optional Golf Cover Extension

The following Sections 24, 25 and 26 only apply if Golf Cover extension is shown in **Your** travel insurance certificate as being included.

Section 24 – Golf Equipment

The **Company** shall pay up to £1,000 in total (after taking in to account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to **Golf Equipment** being the property or responsibility of the **Insured Person** occurring during the **Journey**

PROVIDED THAT:

1. the **Company** shall not be liable for more than:
 - A. £100 in total in respect of **Golf Equipment** hired by or to the **Insured Person**
 - B. £800 in total in respect of any one article, pair or set irrespective of single or joint ownership
2. the **Company** shall have the option to repair, replace, reinstate or make a cash payment

Exclusions (also see General Exclusions)

See Exclusions applicable to Sections 24 and 25.

Section 25 – Golf Equipment Hire Charges

The **Company** shall pay up to £200 in total in respect of the necessary charges for the emergency hire of **Golf Equipment** if the **Insured Person** is deprived of their own **Golf Equipment** taken on the **Journey** as a result of such owned **Golf Equipment** being lost, stolen, damaged or delayed on the outward leg of the **Journey**

PROVIDED THAT:

1. the non-arrival of the **Insured Person's Golf Equipment** is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the **Insured Person** submits to the **Company** the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Exclusions applying to Sections 24 and 25 (see also General Exclusions)

This insurance does not cover:

1. Sports equipment other than **Golf Equipment**

2. Loss of or damage to **Golf Equipment** whilst in use.
3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
4. Shortages due to error, omission or depreciation in value.
5. **Golf Equipment** left unattended in a public space
6. Theft or attempt thereof of **Golf Equipment** from any **Unattended Vehicle**:
 - i. between the hours of 6pm and 10am local time
 - ii. at any other time unless such vehicle has been secured from unauthorised entry and the **Golf Equipment** is hidden from view within the vehicle and there is evidence that such theft involved violent and forcible means
7. theft or loss of **Golf Equipment** not reported to the local police within 24 hours and a written report obtained from them.

Section 26 – Unused Green Fees

The **Company** shall pay up to £300 in total in respect of the irrecoverable pre-booked cost of the green fees as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey** which prevents them from playing golf at a course whilst certified medically unfit to do so provided that the **Company** has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the **United Kingdom** or Channel Islands.

Exclusions (see also General Exclusions)

This insurance does not cover green fees recoverable elsewhere.

Section 27 – COVID-19 Cover

PLEASE NOTE: this section of cover extends the cover provided under Section 1 – Medical and Other Expenses and Section 3 – Cancellation or Curtailment of this policy as follows:

A. Cancellation

The **Company** will pay **You** up to £5,000 for the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which **You** have paid or legally have to pay if cancellation of the **Journey** is necessary and unavoidable as a result of any of the following events:

1. **You, Your Relative**, a member of **Your** household or travelling companion or a friend with whom **You** had arranged to stay has a diagnosis of COVID-19 within 14 days prior to **Your** booked departure date, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.
2. **You** being denied boarding on **Your** pre-booked outbound travel due to **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19 or having a confirmed temperature above 38 degrees Celsius.

What is covered

1. The cost of all travel charges that **You** have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the **Journey** that **You** are necessarily required to cancel.

B. Curtailment

The **Company** will pay **You** up to £5,000 for the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which **You** have paid or legally have to pay if **Curtailment** of the **Journey** is necessary and unavoidable as a result of any of the following events:

1. Death of **Your Relative** or a member of **Your** household living in the **United Kingdom** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19 or having a confirmed temperature above 38 degrees Celsius.

2. The hospitalisation as a result of COVID-19 for treatment with mechanical ventilation, of **Your Relative** or a member of **Your** household living in the **United Kingdom**.

What is covered

1. All reasonable additional travel expenses incurred by **You** in returning to **Your** home address in the **United Kingdom**.

C. Emergency medical and repatriation expenses

I. For Trips outside the United Kingdom

The Company will pay **You** up to £10,000,000, in the event of an unforeseen medical emergency during a **Journey** outside the **United Kingdom** as a result of **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

What is covered

1. Emergency medical and repatriation expenses:
 - a. Reasonable and necessary medical and hospital expenses, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
 - b. Returning **You** to the **United Kingdom** provided this is medically safe and authorised by **Us** or the **Assistance Company**; and
 - c. The cost of a medical escort where this is deemed necessary by **Us** or the **Assistance Company**, in the event of **Your** emergency repatriation to the **United Kingdom**; and
2. Reasonable additional travel and accommodation expenses (room only) for **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**; and
3. Reasonable additional travelling and accommodation expenses to repatriate **You** to the **United Kingdom** when **You** are denied boarding on **Your** pre-booked return travel due to **You** contracting COVID-19.
4. Confinement benefit: a benefit payment of £30 for each 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.

II. Trips inside the United Kingdom

The Company will pay **You** up to £10,000, in the event of an unforeseen medical emergency during a **Journey** inside the **United Kingdom** of 2 or more consecutive nights in pre-booked accommodation as a result of **You** contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

What is covered

1. 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.
2. **Your** body or ashes to be transported home.

Section 27 – Exclusions

(also see General Exclusions)

Applicable in addition to any exclusion listed under Section 1 – Medical and Other Expenses or Section 3 – Cancellation or Curtailment of this policy including anything mentioned in the General Exclusions:

1. Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
2. Claims arising directly or indirectly from COVID-19 that results in a national or local lockdown or any restrictions of movement affecting the area where **Your** home is located, the country or specific area or event to which **You** were travelling to or through.
3. Any claim where **You** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **You** purchased, renewed or extended this insurance, or at the time of booking any **Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Journey** whichever was later.
4. **Your** quarantine when it has been imposed on a community, geographic location or vessel or travellers returning from a specified location, imposed by a government or public authority.

5. 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).
6. 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).
7. Any claim arising as a result of **You**, or **Your** travelling 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.
8. Any claim where **You** have travelled during a Government imposed lockdown.
9. Any claim where **You** do not hold the required confirmation of vaccination documentation, for example a vaccination passport.
10. Any claim made under Section 27 - COVID-19 Cover in addition to a claim under either Section 1 – Medical and Other Expenses, Section 3 – Cancellation or Curtailment or Section 28 - Enhanced COVID-19 Cover of this policy.
11. Any costs incurred by **You** which **You** are eligible to recover from **Your** tour operator, airline, credit/debit card provider or any other source.

Section 27 – Conditions (also see General Conditions)

In addition to the additional conditions applying to Section 1 – Medical and Other Expenses and Section 3 – Cancellation or Curtailment of this policy the following will apply:

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

1. A copy of the positive test result for COVID-19 **You** received from a registered **Medical Practitioner**.
2. 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.
3. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
4. Any other official document or medical report confirming **Your** diagnosis for COVID-19 which leads to **Your** self-isolation, or need to cancel **Your Journey**

Section 28 - Enhanced COVID-19 Cover

This section only applies if shown on **Your** travel insurance certificate as being included and the additional premium has been paid.

By taking out this optional extension the cover provided under Section 27 – COVID-19 Cover will also be extended for the following:

A. Foreign, Commonwealth & Development Office (FCDO)

Your Policy will cover **You** if **You** travel against the advice of the Foreign, Commonwealth & Development Office (FCDO) as long as the advice is against all but essential travel solely as a result of COVID-19. This only applies when travelling to countries in Europe.

B. Cancellation

The Company will pay **You** up to £5,000 for the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which **You** have paid or legally have to pay if cancellation of the **Journey** is necessary and unavoidable as a result of any of the following events:

1. **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 Journey** using **Your** pre-booked outward travel.
2. **You** experience an adverse reaction to the COVID-19 vaccine within 14 days of **Your** scheduled departure date and are advised that **You** are no longer fit to travel by a **Medical Practitioner**.
3. **You**, or **Your** travelling companion are unable to complete **Your** COVID-19 vaccination course before **Your** scheduled departure date due to unforeseen illness of **You** or **Your** travelling companion.

Section 28 – Exclusions

(also see General Exclusions)

These exclusions are applicable in addition to any exclusion listed under Section 1 – Medical and Other Expenses, Section 3 – Cancellation or Curtailment or Section 27 – COVID-19 Cover of this policy including anything mentioned in the General Exclusions:

1. 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).
2. Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
3. Claims arising directly or indirectly from COVID-19 that results in a local or national lockdown or any restrictions of movement affecting the area where **Your** home is located, the country or specific area or event to which **You** were travelling to or through.
4. Any claim where **You** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **You** purchased, renewed or extended this insurance, or at the time of booking any **Journey**, whichever is later.
5. **Your** quarantine when it has been imposed on a community, geographic location, vessel, or travellers returning from a specified location, imposed by a government or public authority.
6. 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).
7. 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.
8. Any claim where **You** have travelled during a Government imposed lockdown.
9. Any claim where **You** do not hold the required confirmation of vaccination documentation, for example a vaccination passport.
10. Any claim made under Section 28 – Enhanced COVID-19 Cover in addition to a claim under either Section 1 – Medical and Other Expenses, Section 3 – Cancellation or Curtailment or Section 27 – COVID-19 Cover of this policy.
11. Any costs incurred by **You** which **You** are eligible to recover from **Your** tour operator, airline, credit/debit card provider or any other source.
12. Any travel undertaken to an area where the Foreign, Commonwealth & Development Office (FCDO) advise against all travel except as a result of COVID-19. If **You** are unsure please check <https://www.gov.uk/foreign-travel-advice>.

Section 28 – Conditions

(also see General Conditions)

In addition to the additional conditions applying to Section 1 – Medical and Other Expenses, Section 3 – Cancellation or Curtailment or Section 27 – COVID-19 Cover of this policy the following will apply:

1. A copy of the positive test result for COVID-19 **You** received from a registered **Medical Practitioner**.
2. 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.
3. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
4. Any other official document or medical report confirming **Your** diagnosis for COVID-19 which leads to **Your** self-isolation, or need to cancel **Your Journey**.
5. 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.



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