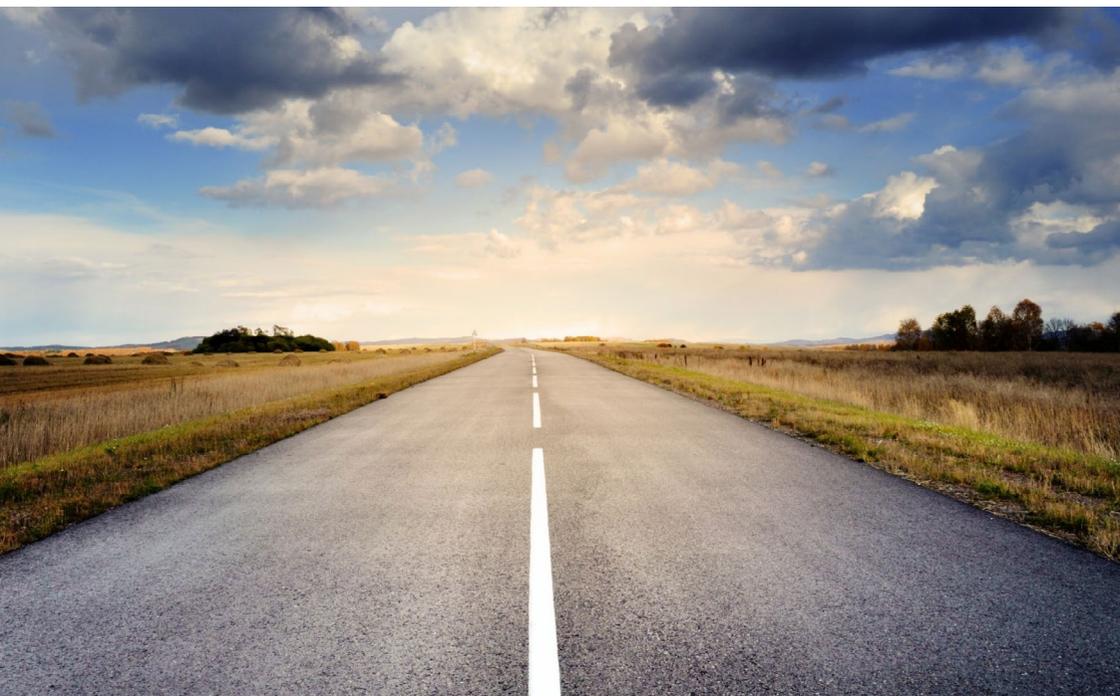


VIVA



Backpacker Travel Insurance Policy Wording

Long-stay single trip travel insurance

ERGO
Travel Insurance

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About Your insurance Policy:

VIVA Travel Insurance is sold and administered by Taurus Insurance Services Limited which is an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised to passport general insurance intermediary services into the UK. Registered with the Financial Conduct Authority in the UK under registration number 444830.

Throughout **Your Policy**, certain words have special meanings and these are listed and explained in the section Words with Special Meanings. These words are highlighted in bold wherever they appear.

To be eligible for cover under this **Policy**, **You** must be:

- a. in the **United Kingdom** when the **Policy** is purchased; and
- b. aged 65 or under at the start of the **Policy Period**; and
- c. resident in the **United Kingdom**, meaning that **You**:
 - have an address in the **United Kingdom**; and
 - have lived in the **United Kingdom** for at least 6 of the last 12 months; and
 - are registered with a General Practitioner in the **United Kingdom**

The maximum duration of cover available, unless otherwise shown on **Your Policy Schedule**, is 547 days.

If **You** have any queries about **Your** cover, **You** can call **Our** Customer Helpline on 0330 041 8266 and tell **Us Your Policy** number. **We** want **You** to get the most from **Your Policy** and to do this **You** should:

- Read **Your Policy** carefully and make sure **You** have the level of cover that meets **Your** needs.
- Make sure **You** have declared any **Pre-existing Medical Conditions**.
- Contact **Us** if there are any changes to **Pre-existing Medical Conditions** or new medical conditions; failure to do so may result in a claim being rejected or payment being reduced.
- Make sure that **You** understand the conditions and exclusions which apply to **Your Policy** because if **You** do not meet these conditions it may affect any claim that **You** make.

Remember, no policy covers everything. **We** do not cover certain things such as:

- **Pre-existing Medical Conditions** (unless the appropriate additional premium has been paid and **We** have agreed them in writing)
- **Hazardous Activities and Sports**. Whether **You** are covered or not for a particular activity will depend on the cover option **You** have chosen, as shown on **Your Policy Schedule**.
- Children when travelling independently under a family or single parent family policy
- Uninsured losses e.g. the cost of obtaining a Police or medical report

Each section of the **Policy** has a limit on the amount **We** will pay under that section, called the sum insured. Some sections also include inner limits e.g. for a single item or for **Valuables** in total. The sums insured and inner limits for each section are shown in the Table of Benefits.

Claims under most sections of the **Policy** will be subject to an **Excess**, which applies per claim per section for each **Insured Person**. Where **We** are making a claims payment to **You**, **We** will deduct the **Excess** from the payment amount. Where **We** are settling a claims invoice directly with a medical provider or other supplier, **You** will be responsible for paying **Us** the **Excess**. The amount of **Excess** per person for each section of cover is shown in the Table of Benefits.

The things which are not covered by **Your Policy** are stated in:

- In the General Policy Exclusions

- Under What is not covered in each section of cover

About Your contract:

Your Policy is a legal contract between **You** and **Us**. The two parts – **Your Policy Wording** and **Your Policy Schedule** – make one legal document and **You** must read them together.

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **Your Home** is, unless otherwise agreed by **Us** in writing. The only exception is if **Your Home** is in the Channel Islands or the Isle of Man, when the law of England and Wales will apply to this contract.

If there is any disagreement, **We** will use **Your Policy** over any other assurances or statements, unless they are confirmed in writing and form part of the **Policy**.

All communication between **You** and **Us** will be in English.

Your Policy is based on all the information **You** gave **Us** about **You**, the person(s) named on **Your Policy Schedule**, other person(s) on whom **Your** trip may depend, **Your** trip(s) and personal circumstances when **You** applied for the insurance. Every time **We** or **You** make a change to **Your** insurance **We** will send **You** a new **Policy Schedule**.

The Insurers:

Legal costs and expenses section:

Insured by DAS Legal Expenses Insurance Company Limited, registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number 202106).

Financial failure section:

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request. Administered by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom. Authorised and regulated by the Financial Conduct Authority.

All other sections of cover are underwritten by Great Lakes Insurance SE. Great Lakes Insurance SE (GLISE) is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 769884).

This policy is administered by ERGO Travel Insurance Services Ltd (ETI): registered in the UK, company number 11091555. Authorised and regulated by the Financial Conduct Authority (registered number 805870) and registered office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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

Compensation Scheme:

If **You** are resident in England, Scotland, Wales or Northern Ireland, **You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

Our part of the contract is as follows:

We provide the cover set out in **Your Policy**. **Your Policy Schedule** shows which sections of cover in the **Policy Wording You** have chosen to purchase, and the total premium. This cover will only apply to the named **Insured Person(s)**, during the **Policy Period** and within the geographical limits all shown on **Your Policy Schedule**.

Your part of the contract is as follows:

You must pay the premium for each **Policy Period**. **You** can pay the premium with a debit or credit card or any other agreed method.

Start and end of cover

Cover for the cancellation of **Your Insured Journey** starts on the issue date shown on **Your Policy Schedule** and ends when **You** leave **Your Home** to start **Your Insured Journey**. All other cover under this **Policy** starts when **You** leave **Your Home** to start **Your Insured Journey** and ends when **You** return to **Your Home** to end **Your Insured Journey**, provided this is within the **Policy Period**. In the event that **You** choose to extend **Your** trip beyond the end of the **Policy Period**, all cover will end at the end of the **Policy Period**, unless otherwise agreed by **Us** in writing.

In the event of **Trip Interruption** or a **Voluntary Break**, all cover ends when **You** return to the **United Kingdom**. Cover starts again when **You** leave the **United Kingdom** to resume **Your Insured Journey** and ends when **You** return to **Your Home** to end **Your Insured Journey**, provided both events are within the **Policy Period**.

Automatic extension of cover:

In the event that **You** are forced to extend the duration of **Your Insured Journey** beyond the **Policy Period** as a result of an insured medical emergency or other insured cause, **Your** cover will be automatically extended until **You** are able to return to **Your Home** or to a medical or care facility in the **United Kingdom** (whichever is sooner).

In the event of a medical emergency abroad, the assistance company, in consultation with the treating **Medical Practitioner**, will determine when **You** are medically fit to be repatriated. If **You** decline to return **Home** after this time, all cover will end.

When **Your** return is delayed by another insured cause, if **You** decline to return **Home** after such time as reasonable travel arrangements can be made, all cover will end.

Cancelling or amending Your Policy:

Please tell **Us** immediately if **Your Policy** does not meet **Your requirements**. If **You** cancel within 14 days of the receipt of **Your** documentation and **You** have not started a trip or made or intend to make a claim, **We** will give **You** a full refund. Following this 14 day period, **You** continue to have the right to cancel **Your**

Policy at any time by contacting **Us**.

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

We may cancel **Your Policy** by giving **You** 14 days' notice in writing. If this happens **We** will refund the premium **You** have paid for the rest of the **Policy Period**.

Once **Your Policy** has been cancelled **Your** cover will end and **You** will not be able to make a claim.

Fraud:

The contract between **You** and **Us** is based on mutual trust. However, if anyone named on **Your Policy Schedule** or anyone acting for **You** provides false information or documentation or withholds important information to obtain cover under **Your Policy** for which **You** do not qualify, or to obtain cover at a reduced premium, then:

- **Your Policy** may be void; and
- **We** may be entitled to recover from **You** the amount of any claim already paid under **Your Policy**; and
- **We** will not return any premium paid; and
- **We** will inform the Police and criminal proceedings may follow.

In addition, in the event that anyone named on **Your Policy Schedule** or anyone acting for **You**:

1. Makes a claim knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or damage caused by **Your**/their wilful act, knowledge or connivance; or
5. Acts in any other manner in order to gain a financial advantage to which **You** would not otherwise be entitled;

then **We**:

- Will not pay any part of the claim; and
- Will, at **Our** option, cancel **Your Policy**; and
- Will not return any premium paid; and
- Will inform the Police and criminal proceedings may follow.

Conditions which apply to Your Policy:

We would like to draw **Your** attention in particular to some of the conditions **You** must meet as **Your** part of the contract. Other conditions are shown in the General Policy conditions, in Claims conditions and within each section of cover as Additional conditions applying to this section. If **You** do not meet these conditions, **We** may not pay **Your** claim.

You must declare all medical conditions and other circumstances:

To make sure **Your Policy** fully covers **You** for **Your** trip, it is important that **You** tell **Us** about any medical condition affecting the health of the people travelling or anyone else on whom **Your** trip may depend. **We** will assess the condition and confirm whether **We** can issue a **Policy** to cover claims for that particular condition or any associated condition.

Your declaration: important questions relating to health, activities and the acceptance of Your insurance.

Please consider and answer these questions carefully. If **You** answer "Yes" to any of these questions **You** will not be covered by this **Policy** unless **You** contact **Us** and **We** accept **You** for cover in writing.

<p>1. Is any Insured Person suffering from a medical condition for which he/she:</p> <p>a. Should have sought medical advice?</p> <p>b. Is under investigation?</p> <p>c. Is on a waiting list to undergo investigation?</p> <p>d. Is waiting for test results?</p> <p>e. Has been given a terminal prognosis?</p> <p>If No, please proceed to the next question...</p>	Yes	<p>You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day cooling off period and provided You have not made or intend to make a claim under this Policy, We will refund Your premium in full. Cancellation after this time is subject to an administration fee.</p>
<p>2. Is any Insured Person suffering from a medical condition which he/she knows will require medical treatment during an Insured Journey?</p> <p>If No, please proceed to the next question...</p>	Yes	
<p>3. Is any Insured Person intending to travel to get medical treatment abroad?</p> <p>If No, please proceed to the next question...</p>	Yes	
<p>4. At any time during the last five years has any Insured Person been treated for alcohol or drug addiction?</p> <p>If No, please proceed to the next question...</p>	Yes	
<p>5. Is any Insured Person suffering from a psychiatric or psychological condition?</p> <p>If No, please proceed to the next question...</p>	Yes	<p>There is no cover for claims relating directly or indirectly to the Pre-existing Medical Conditions of any Insured Person or of others on whom Your trip may depend unless they are declared to Us and We accept them in writing. Please declare Pre-existing Medical Conditions by screening them online or calling Us on 0330 041 8266.</p>
<p>6. Has any Insured Person ever suffered from:</p> <p>a. A cardiovascular or heart-related condition such as a heart attack, angina, chest pain or hypertension?</p> <p>b. A lung or respiratory-related condition (not including stable, well-controlled asthma if there is no other medical condition)?</p> <p>c. Any form of cancer whether in remission or not?</p> <p>d. A cerebro-vascular condition such as a stroke or T.I.A. (transient ischaemic attack)?</p> <p>e. A renal condition or diabetes?</p> <p>If No, please proceed to the next question...</p>	Yes	
<p>7. In the 12 months before the purchase of this Policy and until the start of any Insured Journey has any Insured Person suffered from a medical condition for which he/she:</p> <p>a. Is being prescribed regular medication?</p> <p>b. Is receiving treatment of any kind?</p> <p>c. Is on a waiting list for inpatient hospital treatment?</p> <p>d. Has required an organ transplant or required dialysis?</p> <p>If No, please proceed to the next question...</p>	Yes	
<p>8. Is any Relative or Colleague of an Insured Person, or someone with whom You are going to stay, suffering from a medical condition which could reasonably be expected to give rise to a claim?</p> <p>If No, please proceed to the next question...</p>	Yes	<p>Call Us on 0330 041 8266.</p>
<p>9. Are You or any other Insured Person currently aware of any circumstances which are likely to lead to a claim being made under this Policy?</p> <p>If No, please proceed to the next question...</p>	Yes	
<p>10. Have You or any other Insured Person made, or tried to make, 3 or more travel insurance claims in the last 5 years?</p> <p>If No, please proceed.</p>	Yes	

Thank You. **You** do not need to contact **Us** to obtain cover under this **Policy**.

Changes in health

If after **You** purchase **Your Policy**, or before booking any new trips, any of the following happens:

- **You** are diagnosed with a new medical condition; or
- **You** experience new or recurring symptoms or have an undiagnosed condition; or
- **Your** doctor or consultant adds to or changes **Your** prescribed medication; or
- **You** receive inpatient medical treatment; or
- **You** are placed on a waiting list for investigation or medical treatment

You must call **Our** Customer Helpline on 0330 041 8266. A member of the team will ask **You** specific questions about **Your** medical condition(s). This may result in **You** needing to pay an additional premium to allow cover to continue for **Your Pre-existing Medical Conditions** and associated conditions.

If **Your** health changes and **We** are unable to continue to provide cover or if **You** do not wish to pay the additional premium, **You** will be entitled to make a claim under the Cancellation section for **Your** costs, which cannot be recovered elsewhere, for trips booked before **Your** change in health.

Alternatively, **You** will be entitled to cancel **Your Policy**, in which case, **We** will refund a proportion of **Your** premium.

Please note that **Your** general practitioner or consultant telling **You** that **You** are well enough to travel does not mean that **You** will be covered for **Your Pre-existing Medical Condition(s)**. If **You** have any concerns regarding whether or not **You** will be covered please contact **Our** Customer Helpline on 0330 041 8266.

You must take all reasonable care to avoid or prevent injury, illness, loss, theft or damage:

Everyone named on **Your Policy Schedule** must take all reasonable care to avoid or prevent **Illness** or **Bodily Injury** to everyone covered under **Your Policy** and to avoid or prevent loss, theft or damage to everything covered under **Your Policy**.

Failure to take reasonable steps to avoid or prevent **Illness, Bodily Injury**, loss, theft or damage will result in a deduction from any claim payment, or may result in **Your** claim not being paid.

Changes in health and other circumstances:

You must tell **Us** as soon as reasonably possible if:

- **Your** address or email address has changed; or
- **You** or any person named on **Your Policy Schedule** are no longer a resident in the **United Kingdom**; or
- **You** require any additional cover to be added to **Your Policy**; or
- **Your** trip destination changes and is outside the geographical limits covered by **Your Policy**; or
- **You** wish to add another traveller to **Your Policy**; or
- There are any changes in **Your** health or the health of anyone on whom **Your** trip may depend

We may reassess **Your** cover and premiums when **We** are told about changes in **Your** circumstances. If **You** do not tell **Us** about a change in **Your** circumstances, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

Reciprocal health agreements

If **You** are travelling to a European Union country or to Iceland, Liechtenstein, Norway or Switzerland **You** are strongly advised to obtain a European Health Insurance Card (EHIC). **You** can find full details and apply for the EHIC online at www.ehic.org.uk. The EHIC is free of charge and entitles **You** to benefit from the reciprocal health agreements that exist between the United Kingdom and these countries. If **You** require medical treatment in Australia or New Zealand, reciprocal arrangements may also apply. If **You** use **Your** EHIC to reduce a medical claim, no **Excess** will apply to that claim.

Words with special meanings

The following are defined terms which will have the same meaning and appear in bold wherever they appear in the **Policy Wording**:

Accident/Accidental

a sudden, unexpected, specific, violent, external, visible, chance event which occurs at a single identifiable place and time.

Bodily Injury

an injury caused solely by an **Accident**, asphyxia, gases or vapours, immersion or submersion, self-defence or unavoidable exposure to the elements.

Business Trip

a journey undertaken in relation to **Your** employment or usual occupation.

Cash

valid coins, bank and currency notes.

Catastrophe

avalanche, earthquake, explosion, fire, flood, hurricane, landslide, tornado, tsunami, volcanic activity or outbreak of infectious disease (unless declared an epidemic or pandemic by the World Health Organisation).

Colleague

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

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.

Couple

You and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship.

Curtail/Curtailment

returning to **Your Home** in the **United Kingdom** before the scheduled return date.

Cyber-attack

the use of disruptive activities such as hacking, worms, viruses, trojan horses, blended threats, ransomware and other malware, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of systems or infrastructure.

Excess

the amount of money **You** will have to pay per person per claim per section towards the cost of a claim.

Family

You and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or aged up to 22 if in full-time education), living in the same household (or living away while attending full-time education). Unmarried dependent children (including 18-22 year olds) are only covered when travelling with **You** or **Your** spouse or partner.

Gadget

any one of the following items, which belong to:

1. **You**; or
2. A business where **You** have the relevant authority and responsibility to use and insure the **Gadget(s)** owned by the business.

Mobile phones, smart phones, laptops, tablets, digital cameras, MP3 Players, CD/DVD Players, games consoles, video cameras, camera lenses, Bluetooth headsets, satellite navigation devices, PDAs, e-readers, head/ear phones, wearable technology (such as a smart watch or a health and fitness tracker).

Golf Equipment

golf clubs, golf bag, non-motorised golf trolley and golf shoes.

Hazardous Activities and Sports

any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing injury or condition. See Appendix 1.

Home

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

Illness

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

Insurance Event

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

Insured Journey

a pre-booked **Leisure Trip** or **Business Trip** outside of the **United Kingdom**, started and ended during the **Policy Period** and which includes a flight or pre-booked overnight accommodation away from **Your Home**.

Insured Person / You / Your

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

Kidnap

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

Leisure Trip

a journey solely for holiday or leisure purposes.

Manual Work

Manual work involving the operation of plant or machinery, the use of power tools or any work above or below ground level (except for work at floor level in a fully-constructed multi-storey building).

Medical Practitioner

a qualified medical physician, not being an **Insured Person, Relative, Colleague** or any other person travelling with **You**.

Mugging

a violent physical attack on **You** which causes **Bodily Injury**, involving attempted or actual theft by a person or persons not previously known to **You**.

Personal Money

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards or other securities belonging to **You**.

Personal Possessions

baggage, clothing and personal effects, backpacks, bags and other containers taken on, or acquired during, an **Insured Journey** by **You**, and which are owned by **You** including **Valuables** and gifts purchased outside of **Your** country of residence (but excluding **Personal Money** and **Gadgets**).

Policy

the contract of insurance consisting of the **Policy Wording** and **Your Policy Schedule**.

Policy Period

the period to which the insurance applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on **Your Policy Schedule**.

Policy Schedule

the certificate of insurance as amended or endorsed from time to time.

Policy Wording

this document.

Pre-existing Medical Condition(s)

1. Any medical condition suffered by an **Insured Person** before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later for which he/she:
 - a. Should have sought medical advice; or
 - b. Is under investigation; or
 - c. Is on a waiting list to undergo investigation; or
 - d. Is waiting for test results; or
 - e. Has been given a terminal prognosis; or
 - f. Knows will require medical treatment during an **Insured Journey**; or
 - g. Is travelling to get medical treatment abroad.
2. In the last 5 years, the treatment of any **Insured Person** for alcohol or drug addiction.
3. Any of the following medical conditions, suffered by an **Insured Person** before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later:
 - a. A psychiatric or psychological condition; or
 - b. A cardiovascular or heart-related condition such as a heart attack, angina, chest pain or hypertension; or
 - c. A lung or respiratory-related condition (not including stable, well-controlled asthma when there is no other medical condition); or
 - d. Any form of cancer whether in remission or not; or
 - e. A cerebro-vascular condition such as a stroke or T.I.A. (transient ischaemic attack); or
 - f. A renal condition or diabetes.
4. Any medical condition suffered by an **Insured Person** in the 12 months before this **Policy** was bought and until the start of any **Insured Journey**, for which he/ she:
 - a. Is being prescribed regular medication; or

- b. Is receiving treatment of any kind; or
 - c. Is on a waiting list for inpatient hospital treatment; or
 - d. Has required an organ transplant or required dialysis.
5. Any medical condition suffered by an **Insured Person**, a **Relative**, **Colleague**, or someone with whom **You** are going to stay which could reasonably be expected to give rise to a claim, that **You** or any **Insured Person** was aware of before this **Policy** was bought, or an **Insured Journey** was booked or started, whichever is later.

Private Accommodation

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

Public Transport

any publicly licensed train, tram, bus, coach, ferry service or airline flight operated according to a published timetable.

Relative

Your spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship, son, daughter (including adopted or foster child), mother, father, sister, brother, grandmother, grandfather, grandchild, fiancé(e) and next of kin, including the same in-law and step-relations.

Single Item Limit

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

Sports Equipment

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

Strike or Industrial Action

any form of industrial action taken by workers that is carried out with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

Terrorism/Terrorist Act

the actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system or network, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following apply:

- a. the apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy; or
- b. the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- c. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Trip Interruption

Your temporary return to **Your Home**, or admission to a medical facility, in the **United Kingdom** before the scheduled end of **Your Insured Journey** as a result of:

- 1. **Your Illness or Bodily Injury** resulting in a valid claim under this **Policy** for **Your** emergency repatriation; or
- 2. **Your Curtailment.**

Trip Resumption

following **Trip Interruption**, and before the end of the **Policy Period**, **You** resuming **Your Insured Journey**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands (excluding Guernsey) and the Isle of Man.

Valuables

jewellery, antiques, articles made of gold, silver or other precious metals, precious or semi-precious stones, musical instruments, furs, watches and binoculars.

War and Civil Unrest

- a. any sort of war (whether declared or not), hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, mutiny, uprising or military usurped power, martial law, state of siege or United Nations or NATO enforcement action; or
- b. the explosion of war weapon(s), utilisation of nuclear, chemical or biological weapons or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

We/Our/Us

DAS Legal Expenses Insurance Company Limited in respect of the [Legal costs and expenses section](#). International Passenger Protection on behalf of Liberty Mutual Insurance Europe SE in respect of the [Financial failure section](#). Taurus Insurance Services Limited on behalf of Great Lakes Insurance SE in respect of the [Gadget section](#). ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE in respect of all other sections.

Voluntary Break

You temporarily interrupting **Your Insured Journey** to return **Home** due to homesickness, attending a family event, festivities or any other cause which is not subject to a claim under this **Policy**.

Geographical regions of travel

In order to charge a fair price for **Our** insurance, **We** divide the world into areas of higher and lower risk. These areas are defined below.

However, some countries or areas are considered too dangerous for travel and **We** will not cover **You** if **You** choose to travel there. **We** define these to be areas which are subject to **War and Civil Unrest** or where the Foreign and Commonwealth Office has issued "**advice against all but essential travel**" or "**advice against all travel**". **You** can find this **Foreign Travel Advice** about any country **You** are planning to travel to at <https://www.gov.uk/foreign-travel-advice>

Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Ireland (Republic), Israel, Italy, Kosovo, Lapland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, **United Kingdom** and Vatican City.

Worldwide excluding USA, Canada, Mexico and the Caribbean

All countries of the world EXCEPT:

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

Worldwide including USA, Canada, Mexico and the Caribbean

All countries of the world.

Fraud

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

Making a claim

You must notify **Our** Claims Service as soon as possible when something happens that will or might result in a claim.

Medical examination

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

For all claims

1. Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
2. Contact **Our** Claims Service (open Monday to Friday, 09:00-17:30), as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.
VIVA Travel Insurance Claims, Claims Team, Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Nottinghamshire, NG19 7AE
Email: travel.claims@vivatravelinsurance.com
Tel: 0330 041 8265 (local rate call)

We can send **You** a claim form either by post or by email or **You** can download one from www.vivatransportinsurance.com/make-a-claim/.

3. For Legal costs and expenses claims, for Gadget claims and for Financial failure claims, please see below.
4. **You** must obtain, keep and produce at **Your** own expense all receipts, invoices, reports and other documentary evidence required by **Us** to support **Your** claim. Original documents (not photocopies) will be required.

For Personal Possessions claims and for baggage delay claims

1. If **You** checked-in baggage is lost or damaged in transit or delayed, report to the airline, railway company, shipping line or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. **You** must report all theft or losses (except when checked-in baggage is lost by the carrier) to the Police within 24 hours of discovery and obtain a written Police report.
4. In the event of baggage delay, retain receipts for the purchase of essential replacement items.

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

Please call the assistance company at any time of the day or night:

Tel: +44 (0) 203 9680 025 (if **You** are anywhere except the USA, Canada or Mexico)
Tel: +1-844-780-0494 (toll free if **You** are in the USA or Canada)
Tel: 00 1 819 780 0494 (if **You** are in Mexico)

1. Please call the assistance company as soon as possible if **You** are admitted to a hospital or clinic for any reason or if **You** need a medical referral.
2. **You** must obtain authorisation from the assistance company before incurring any costs in excess of £500 or making any repatriation or evacuation arrangements. If **You** are too ill to do this yourself, someone else can do it for **You**.
3. If any costs are incurred before notification, **We** will only be liable for the costs **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
4. If **You** are travelling in a European Union country, Iceland, Liechtenstein, Norway or Switzerland and carrying the European Health Insurance Card, **You** should use the Card to reduce **Your** medical claim. If **You** do so the **Excess** will not apply to **Your** medical claim.

For cancellation or curtailment claims

1. Contact **Our** Claims Service as soon as **You** know that there is a possibility of **Your** trip not going ahead or having to be cut short.
2. If **You** booked **Your** trip through a tour operator or travel agency, **You** must notify them of **Your** cancellation or **Curtailment** as soon as possible.
3. Get authorisation from **Our** Claims Service or the assistance company before incurring any expenses in **Curtailing Your** trip.
4. If **You** cancel **Your** trip for medical reasons, **Your** GP should complete the Medical Certificate on the claim form.
5. If **You Curtail Your** trip for medical reasons, the treating **Medical Practitioner** in the locality where the **Illness** or **Bodily Injury** occurred should complete the Preliminary Medical Certificate on the claim form.

For travel delay and abandonment claims

1. **You** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
2. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for the compensation **You** are entitled to under **EU Regulation No. 261/2004 Air Passengers Rights**. If **You** fail to do so **Your** claim may be denied.

For Legal costs and expenses claims

Contact DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Email: newclaims@das.co.uk

Tel: 0117 934 0548

(Please see the Legal costs and expenses section for further details).

For Gadget claims

Contact Taurus Insurance Services Ltd, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar.

Email: viva.tiga@taurus.gi

Tel: 0330 041 8265 (local rate call)

(Please see the Gadget section for further details).

For Financial failure claims

Contact IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ

Tel: 0330 041 2870 (local rate call)

Email: Insolvency-claims@ipplondon.co.uk

Please quote reference SAFI V1.20 if **You** have Standard Cover and ESFI V1.20 if **You** have Premium or Ultimate Cover.

No interest

No interest shall be added to any claims payments.

Other insurance

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

Rights and responsibilities

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

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

Helplines

Emergency Assistance (24 hours, 7 days a week)

Tel: +44 (0) 203 9680 025 (if **You** are anywhere except the USA, Canada or Mexico)
Tel: +1-844-780-0494 (toll free if **You** are in the USA or Canada)
Tel: 00 1 819 780 0494 (if **You** are in Mexico)

Claims Service (non-emergency claims)

Claims forms and general claims enquiries, Monday to Friday, 09:00 – 17:00
Tel: 0330 041 8265 (local rate call)

Claims Forms

Call **Our** Claims Service or download the appropriate claim form(s) from www.vivatravelinsurance.com/make-a-claim/

(For Legal costs and expenses claim forms please contact DAS, for Gadget claim forms contact Taurus and for Financial failure claims please contact IPP.)

Table of Benefits

		Silver		Gold		Platinum	
Section	Cover	Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
1	Emergency medical and repatriation expenses	£5,000,000	£150	£7,500,000	£95	£10,000,000	£50
	- Hospital confinement benefit	£20 per 24 hours up to £200	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £1,000	Nil
	- Mugging hospitalisation benefit	Nil	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £1,000	Nil
	- Emergency dental treatment	£250	£150	£300	£95	£400	£50
	- Additional travel and accomodation expenses	£1,000	Nil	£2,000	Nil	£3,000	Nil
	- Funeral expenses abroad or cremation expenses abroad	£5,000	Nil	£5,000	Nil	£5,000	Nil
2	Cancellation	£1,000	£150	£2,000	£95	£3,000	£50
3	Curtailment, loss of holiday and trip resumption	£1,000	£150	£2,000	£95	£3,000	£50
4	Personal accident						
	- Death: aged 18 - 65	Nil	Nil	£10,000	Nil	£15,000	Nil
	- Death: aged 17 and under	Nil	Nil	£1,000	Nil	£1,000	Nil
	- Disablement: aged 18 - 65	Nil	Nil	£10,000	Nil	£15,000	Nil
	- Disablement: aged 17 and under	Nil	Nil	£2,500	Nil	£5,000	Nil
5	Personal possessions	£1,000	£150	£1,500	£95	£2,000	£50
	- Single item limit	£250	£150	£300	£95	£400	£50
	- Valuables	£250	£150	£300	£95	£400	£50
6	Personal money	£200	£150	£300	£95	£500	£50
	- Cash	£150	£150	£200	£95	£250	£50
7	Passport and other documents	£250	£150	£250	£95	£250	£50
8	Gadget (optional)						
	- Accidental or malicious damage, loss or theft	£1,000	£150	£2,000	£95	£3,000	£50
	- Single item limit	£500	£150	£750	£95	£1,000	£50
	- Unauthorised use	£1,000	Nil	£1,000	Nil	£1,000	Nil
9	Baggage delay on outward journey	£50 after each 12 hours of delay up to £200	Nil	£75 after each 12 hours of delay up to £500	Nil	£150 after each 12 hours of delay up to £750	Nil
10	Missed departure	£300	£150	£1,000	£95	£1,250	£50
11	Travel delay and abandonment						
	- Travel delay benefit	£25 per 12 hours up to £150	Nil	£35 per 12 hours up to £250	Nil	£50 per 12 hours up to £400	Nil
	- Abandonment after 12 hours delay	£1,000	£150	£2,000	£95	£3,000	£50
12	Extended travel disruption (optional)						
	A. Cancellation or curtailment	£1,000	£150	£2,000	£95	£3,000	£50
	B. Alternative accomodation	£1,000	£150	£2,000	£95	£3,000	£50
	C. Enforced stay						
	- Delay benefit	£150 per day up to £1,500	Nil	£150 per day up to £1,500	Nil	£150 per day up to £1,500	Nil
	- Additional travel expenses	£2,000	Nil	£2,000	Nil	£2,000	Nil
	- Prescription medication	£200	Nil	£200	Nil	£200	Nil

Table of Benefits

Section	Cover	Silver		Gold		Platinum	
		Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
13	Personal liability	£2,000,000	£150	£2,000,000	£95	£2,000,000	£50
14	Hijack	Nil	Nil	£50 per day up to £750	Nil	£100 per day up to £1,000	Nil
15	Legal costs and expenses	£25,000	Nil	£25,000	Nil	£25,000	Nil
16	Financial failure						
	- Scheduled airline failure	£1,000	Nil	£2,000	Nil	£2,000	Nil
	- End supplier failure	Nil	Nil	£2,000	Nil	£2,000	Nil
17	COVID-19						
	- Cancellation	£1,000	£150	£2,000	£95	£3,000	£50
	- Curtailment	£1,000	£150	£2,000	£95	£3,000	£50
	- Emergency medical and repatriation expenses	£5,000,000	£150	£7,500,000	£95	£10,000,000	£50

Section 1: Emergency medical and repatriation expenses

This section provides insurance for emergency medical expenses not covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling, such as costs covered by the European Health Insurance Card (EHIC) or Medicare in Australia. It may impact **Your** claim if **You** are not registered for these schemes where they are relevant.

This is not Private Medical Insurance.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the Table of Benefits, in the event of a medical emergency during an **Insured Journey** as a result of **Your** unforeseen:

1. **Illness**; or
2. **Bodily Injury**; or
3. Death.

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
 - d. the cost of the repatriation of **Your** remains or of **Your** ashes, in the event of **Your** death; and
 - e. taxi fares for **Your** travel to and from hospital, relating to **Your** admission, discharge or attendance for out-patient treatment or appointments or for the collection of medication prescribed for **You** by the hospital treating **You** and forming part of a valid claim under this **Policy**; and
 - f. the cost of necessary calls by **You** to **Us** or the assistance company or costs incurred by **You** when **You** receive calls on **Your** mobile phone from **Us** or the assistance company for all of which **You** can provide a receipt, itemised bill or other evidence to show the cost of the call and the number dialled.
2. Hospital confinement benefit: a benefit for each complete 24 hour period that **You** are in hospital or confined to **Your** trip accommodation for medical reasons.
3. Mugging hospitalisation benefit: an additional benefit for each complete 24 hour period that **You** are in hospital as a direct consequence of **Mugging**.
4. Emergency dental treatment for the immediate relief of pain or for the emergency repair of dentures or orthodontic appliances to alleviate distress in eating.
5. Reasonable additional travel and accommodation expenses (room only) for:
 - a. **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**; and
 - b. a travelling companion to extend his or her stay to remain with **You** and return to the **United Kingdom** with **You**; or
 - c. a **Relative** or friend to travel from the **United Kingdom** to stay with **You** and return to the **United Kingdom** with **You**; and
 - d. **Your** children under the age of 18, who are travelling with **You** and are **Insured Persons** on this **Policy**, to return to the **United Kingdom** if **You** are incapacitated and there is no

other responsible adult to supervise them. If no one is available a competent person will be provided to accompany them.

6. **Your** funeral expenses abroad or **Your** cremation expenses abroad, in the event of **Your** death.
7. **Your United Kingdom** prescription costs, solely in relation to **Your** continuing medical condition(s) the onset of which during an **Insured Journey** resulted in a valid claim under this section of **Your Policy**.
8. **Your** costs for **United Kingdom** Physiotherapy and Chiropractic Care, solely in relation to **Your** continuing medical condition(s) the onset of which during an **Insured Journey** resulted in a valid claim under this section of **Your Policy**.

What is not covered

1. The **Excess** as shown in the Table of Benefits, unless the medical expense costs have been reduced by using an EHIC, Medicare in Australia, a reciprocal health agreement or private health insurance.
2. Any claim arising directly or indirectly from a **Pre-existing Medical Condition** unless accepted by **Us** in writing.
3. Any costs arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip.
4. The cost of any medication which **You** knew **You** would need at the start of **Your** trip.
5. The cost of any treatment, surgery, investigations or tests which are not directly related to the **Illness** or **Bodily Injury** for which **You** went into a hospital or clinic abroad.
6. Any claim arising from **Your** participation in **Hazardous Activities and Sports** excluded or not listed as covered under this **Policy** unless the appropriate additional premium has been paid and the specific activity or sport is shown on **Your Policy Schedule**.
7. Any additional costs as a result of **You** arranging or accepting single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for **Your** treatment and approved by **Us** or the assistance company in advance.
8. Any provision of dentures, prosthetic limbs, hearing aids, contact or corneal lenses or prescription spectacles.
9. Any medical or repatriation expenses in excess of £500 which have not been authorised by **Us** or the assistance company in advance.
10. The cost of any treatment, surgery, investigations or tests which, in the opinion of the **Medical Practitioner** treating **You** or of the assistance company can reasonably be delayed until **You** return **Home**.
11. Any taxi fares other than those set out as covered in this section. **We** will not pay taxi fares for **You** to visit another person in hospital.
12. The cost of any phone calls other than those set out as covered in this section.
13. The cost of any food, drinks or toiletries.
14. Any expenses that arise after **We** or the assistance company have instructed **You** to return **Home** if **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel.
15. Any expenses incurred on an **Insured Journey** within the **United Kingdom**.
16. Any expenses incurred (except as set out in What is covered 7 and 8) following **Your** repatriation to the **United Kingdom**, once **You** are admitted to hospital or another rehabilitation facility or return **Home**, whichever is sooner.
17. Any expenses that arise more than 12 months after the first occurrence of **Your Illness** or **Bodily Injury** resulting in the claim.

18. Any costs which are covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling such as costs covered by the European Health Insurance Card (EHIC) or Medicare in Australia or by private medical insurance.
19. Any costs as a result of **Your** failure to:
 - a. obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; and
 - b. follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; and
 - c. follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.
20. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. For medical treatment to be covered under this section it must be prescribed or recommended by a **Medical Practitioner**.
2. If **You** know that **You** require admission as an in-patient in a hospital/clinic **You** must notify the assistance company prior to admission whenever possible and in any case immediately following admission and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
3. If **You** suffer **Illness** or **Bodily Injury** during **Your** trip, and **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel, the assistance company may:
 - a. arrange to move **You** from one hospital to another; and/or
 - b. arrange for **You** to return to the **United Kingdom** at any time.If **You** choose not to move or be repatriated, **Our** liability will end on the date it was deemed safe for **You** to be moved or repatriated to the **United Kingdom**.
4. If **You** are repatriated and **You** do not hold a valid return ticket, **We** will deduct from **Your** claim an amount equal to **Your** original carrier's one-way airfare, for the same class of ticket as **Your** outward travel, for the route used for **Your** return to the **United Kingdom**.
5. Any additional travel and accommodation expenses must be approved in advance by **Us** or the assistance company. **We** will only pay for economy class travel where this is medically safe and available and for accommodation to a similar standard as the original booking
6. **You** must obtain **Our** prior approval before incurring costs for **United Kingdom** Physiotherapy and Chiropractic Care.

We will not pay unreasonable or unnecessary medical and hospital expenses. For travel to the United States of America, reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

Section 2: Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, following necessary and unavoidable cancellation of a trip as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **Your** attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being instructed to stay at **Home** (within 7 days of **Your** departure date) by a relevant authority due to severe damage to **Your** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the purchase of this **Policy** or after the trip was booked, whichever is later.

What is covered

1. The cost of:
 - a. **Your** unused non-refundable pre-booked travel and accommodation which **You** have paid or are contracted to pay; and
 - b. **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
 - c. **Your** unused non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any claim as a result of **Your** decision to cancel the trip for reasons other than those listed within this section.
3. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip was booked or the **Policy** was purchased, whichever is later.
4. Cancellation arising from pregnancy or childbirth if:
 - a. the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
 - b. the cancellation is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
5. Any additional expenses resulting from **You** not cancelling **Your** trip as soon as reasonably possible after **You** become aware of the need to cancel.
6. Any claim as a result of a failure to have the required passport, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission.

7. Any claim where the carrier has refused to allow **You** to travel.
8. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
9. Any claim as a result of the death or illness of any pet or animal.
10. Any claim as a result of **You** not wanting to travel or due to **Your** personal or financial circumstances (other than as set out under this section).
11. Any claim caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
12. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through your travel agent or airline).
13. Any claim as a result of **Your** late arrival at the airport, port or station after the check-in or booking-in time.
14. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
15. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
16. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
17. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
18. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
19. Any claim as a result of **You** accepting a hospital appointment, when **You** were already on a waiting list for such an appointment before the **Policy** was issued or the trip was booked, whichever is later.
20. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
21. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
22. Any claim arising from volcanic eruption and/or volcanic ash.
23. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider as soon as **You** become aware of the need to cancel **Your** trip, **Our** liability will be restricted to the cancellation charges that would have applied had such a failure not occurred.
2. If **You** cancel **Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.
3. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.

Section 3: Curtailment, loss of holiday and trip resumption

Words with special meanings specific to this section:

Loss of Holiday

The number of complete days that **You** are confined to a hospital, hotel room or cabin on the orders of **Your** treating **Medical Practitioner** during the period of **Your Insured Journey**, due to **Your Bodily Injury** or **Illness**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, as a result of:

A. **Your necessary and unavoidable Curtailment or Loss of Holiday on an Insured Journey as a result of:**

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **Your** attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being recalled **Home** by a relevant authority due to severe damage to **You** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the start of the trip.

What is covered

1. **Your** reasonable additional travel and accommodation expenses which **You** incur in the **Curtailment** of **Your Insured Journey**; and
2. A pro-rata amount corresponding to the cost of the unused proportion of:
 - a. **Your** non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
 - b. **Your** non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
 - c. **Your** non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any claim as a result of **Your** decision to **Curtail** the trip for reasons other than those listed within this section.

3. Any claim for **Loss of Holiday** not resulting from **Your** own **Bodily Injury** or **Illness**.
4. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip started.
5. **Curtailment** or **Loss of Holiday** arising from pregnancy or childbirth if:
 - a. the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
 - b. the **Curtailment** or **Loss of Holiday** is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
6. Any claim as a result of a failure to have the required passport, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission.
7. Any claim where the carrier has refused to allow **You** to travel or to continue **Your** trip or where the accommodation or other service provider has refused to allow **You** to use, or continue to use, the accommodation or service.
8. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
9. Any claim as a result of the death or illness of any pet or animal.
10. Any claim as a result of **You** not wanting to travel or to continue **Your** trip or due to personal or financial circumstances (other than as set out under this section).
11. Any claim caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
12. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through your travel agent or airline).
13. Any claim as a result of **Your** late arrival at the airport, port or station after the check-in or booking-in time.
14. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
15. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
16. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
17. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
18. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
19. Any claim as a result of **You** accepting a hospital appointment, when **You** were already on a waiting list for such an appointment before the trip started.
20. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
21. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
22. Any claim arising from volcanic eruption and/or volcanic ash.
23. Anything mentioned in the General Policy Exclusions.

B. Trip Resumption

What is covered

1. In the event of **Trip Resumption**, **You** reasonable additional travel and accommodation expenses (room only) of a similar standard to the original booking, which **You** incur to return to the location from which **You** were repatriated or where **Curtailment** occurred, in order to continue **Your Insured Journey**.

What is not covered

1. **Trip Resumption:**
 - a. Within 7 days of the end of the **Policy Period**; or
 - b. Following a **Voluntary Break**.

Additional conditions applying to this section

1. **You** must advise **Us** or the assistance company immediately of the need to **Curtail Your** trip, obtain **Our** prior approval before incurring any expenses and allow **Us** to make the necessary travel arrangements to bring **You Home**.
2. **We** will only pay for economy class tickets, where available, unless the medical advisor of the assistance company in consultation with the treating **Medical Practitioner** considers that there is a medically necessity for other arrangements to be made.
3. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider immediately when **You** become aware of the need to **Curtail Your** trip, **Our** liability will be restricted to the **Curtailment** charges that would have applied had such a failure not occurred.
4. If **You Curtail Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from continuing **Your** trip.
5. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.
6. **We** will calculate claims for **Curtailment** or **Loss of Holiday** proportionately, taking into account the number of complete days of **Your** planned trip that **You** have not used while **You** are:
 - a. hospitalised abroad; or
 - b. confined to **Your** accommodation abroad for medical reasons; or
 - c. being repatriated to the **United Kingdom**; or
 - d. in the **United Kingdom** following repatriation.
7. In the event of a **Voluntary Break**, cover will restart when **You** leave the **United Kingdom**, subject to all other **Policy** terms and conditions, but **We** will not pay any additional expenses incurred to resume **Your Insured Journey**.
8. The amount **We** will pay in total for **Curtailment**, **Loss of Holiday** and **Trip Resumption** combined will not exceed the sum insured shown in the Table of Benefits.

Section 4: Personal accident

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

Words with special meanings specific to this section:

Disablement

1. **Loss of Limb**; or
2. **Loss of Sight**; or
3. **Permanent Total Disablement**.

Loss of Limb

permanent loss by physical severance or permanent and total loss of use of a limb or limbs at or above the wrist or ankle (meaning one or more entire hand, arm, foot or leg).

Loss of Sight

physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining is 3/60 or less on the Snellen Scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen Scale a person can see at 3 meters something that a person with normal vision would see at 60 meters.)

Permanent Total Disablement

physical impairment which, in the opinion of an independent specialist **Medical Practitioner**, is beyond any prospect of recovery or improvement and which entirely prevents **You** from engaging in or giving attention to any work or occupation.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the Table of Benefits, following an **Accident** during an **Insured Journey** outside of the **United Kingdom** which solely and independently of any other cause, within 12 months of the date of the **Accident** results in **Your**:

1. Death; or
2. **Disablement**

What is covered

1. A fixed sum, depending on **Your** age, in compensation.

What is not covered

1. Any claim arising from death or **Disablement** occurring more than 12 months after the date of the **Accident**.
2. Any claim as a result of an **Accident** occurring on a trip solely within the **United Kingdom**.
3. Death or **Disablement** caused by mental or psychological trauma, nervous shock, sickness, disease, or any naturally occurring condition or degenerative disease or the ingestion of any substance.
4. Any claim arising from an **Accident** occurring while **You** are engaging in **Hazardous**

Activities and Sports which are:

- a. specifically excluded; or
 - b. not listed as covered unless otherwise agreed by **Us** in writing; or
 - c. listed as covered but with Personal Accident cover excluded.
5. Any claim arising from an **Accident** occurring while **You** are motorcycling as a rider or a passenger.
 6. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. In the event of a valid claim, compensation for:
 - a. **Your Disablement** will be paid to **You**.
 - b. **Your** death will be paid to **Your** legal personal representative.
2. In the event of an **Accident** leading to valid claims for **Your Disablement** and subsequent death, **We** will only be liable for the higher of the sums insured for **Disablement** or death.
3. In the event that **You** suffer more than one form of **Disablement**, **You** will not be entitled to more than the sum insured for **Disablement** in total.
4. **Disablement** is assessed as soon as the final consequences of the **Accident** can be medically determined although not later than 12 months after the date of the **Accident**.
5. **We** will not pay any benefits solely because **You** are unable to take part in sports or pastimes.
6. If **You** disappear but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that **Your** death has occurred as a result of an **Accident**, **We** will pay the sum insured to **Your** legal personal representative. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
7. A pre-existing physical impairment does not entitle **You** to any higher assessment of compensation than if such a physical impairment had not previously existed.
8. **You**, or in the case of **Your** death, **Your** legal personal representative, must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.
9. Reduced sums insured apply to persons aged 17 and under or aged 66 and over on the date the **Accident** occurs. See the Table of Benefits.

Section 5: Personal possessions

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, following loss or theft of, or damage to, **Your Personal Possessions** during an **Insured Journey**.

What is covered

1. The cost of the replacement, reinstatement or repair of **Your Personal Possessions** subject to wear and tear and depreciation.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any amount over the **Single Item Limit** as shown in the Table of Benefits for any one item, pair or set of items that belong together or can be used together.
3. Any amount over the total **Valuables** limit as shown in the Table of Benefits.
4. Any loss or theft of **Your Personal Possessions** which are subsequently recovered.
5. Any claim if **Your Personal Possessions** are confiscated or detained by Customs, the Police or other authorities.
6. Any damage to **Your Personal Possessions** due to:
 - a. scratching or denting unless the item has become unusable as a result of this; or
 - b. mechanical or electrical breakdown; or
 - c. leaking powder or fluid carried within **Your** baggage; or
 - d. normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
 - e. any process of cleaning, dyeing, repairing or restoring.
7. Any loss or theft of, or damage to, **Your Personal Possessions**:
 - a. that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report; or
 - b. whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR); or
 - c. whilst being shipped as freight or under a bill of lading; or
 - d. left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant, beach, etc; or
 - e. from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and **Valuables** from an unattended vehicle at any time; or
 - f. from a roof or boot luggage rack at any time; or
 - g. left in the custody of a person who does not have official responsibility for the safekeeping of the property.
8. Any loss or theft of, or damage to:
 - a. **Golf Equipment**; or
 - b. **Bicycles**;
9. Any loss or theft of, or damage to:

- a. fragile articles, business goods or samples; or
 - b. **Sports Equipment** whilst in use; or
 - c. spectacles, contact lenses, hearing aids or prosthetic limbs; or
 - d. **Valuables** unless they are at all times attended by **You**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle; or
 - e. **Valuables** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on public transport or on an aircraft; or
 - f. **Valuables** (other than wedding rings) when worn by **You** while swimming; or
 - g. **Gadgets**, Passports and **Personal Money** including **Cash** (claims for such losses should be made under the appropriate section of the **Policy**); or
 - h. items which are borrowed, rented or otherwise not owned by **You**.
10. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option replace, reinstate or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required by **Us**.
3. **You** must obtain a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
4. If an airline fails to return **Your** checked-in baggage, **We** will wait for the 60 days required by them to declare **Your** baggage permanently lost, before considering a claim under this section.
5. If **We** have paid a claim under the Baggage delay section of this **Policy** and **Your** baggage subsequently proves to be permanently lost, any payments made for baggage delay will be deducted from any payments **We** make for a claim for lost baggage under this Personal possessions section of the **Policy**.
6. If **We** pay a claim for loss or theft under this section and **Your Personal Possessions** are subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.

Section 6: Personal money

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, following loss or theft of **Your Personal Money** during an **Insured Journey**.

What is covered

1. Reimbursement of **Your Personal Money**

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any amount over the **Cash** limit specific to **Your** age shown in the Table of Benefits.
3. Any loss or theft of **Your Personal Money** which is subsequently recovered.
4. Any claim if **Your Personal Money** is confiscated or detailed by Customs, the Police or other authorities.
5. Any loss or theft of **Your Personal Money** that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report.
6. Any loss or theft of **Your Personal Money** that is not:
 - a. carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with it at all times; or
 - b. deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
7. Any depreciation in value, currency changes or shortage caused by any error or omission.
8. Any loss recoverable from another source such as a bank, credit card provider or issuer of travellers' cheques.
9. Any loss or theft due to fraud or due to **You** deliberately or inadvertently revealing security information such as a password or PIN-code.
10. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. **You** must take reasonable care in protecting **Your Personal Money** against loss or theft at all times.
2. **You** must notify the Police of any loss or theft within 24 hours of discovery or as soon as possible after that and obtained a written report from them and enclose this with **Your** claim form.
3. **You** must provide **Us** with documentary proof of ownership of any lost or stolen **Personal Money**, such as currency exchange receipts, bank statements, **Cash** withdrawal slips and pre-paid credit card statements.

Section 7: Passport and other documents

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, following loss or theft of **Your** passport, driving licence or travel documents during an **Insured Journey**.

What is covered

1. The cost of a temporary replacement passport abroad; and
2. The proportionate replacement cost of the unexpired part of **Your** passport when **You** are back in the **United Kingdom**; and
3. The proportionate replacement cost of the unexpired part of **Your** driving licence; and
4. The cost of the replacement or reinstatement of travel documents; and
5. Necessary additional travel and accommodation expenses (room only) which **You** incur abroad to obtain a replacement passport, driving licence or travel documents.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any claim if **Your** passport, driving licence or travel documents are retained by Customs, the Police or other authorities.
3. Any loss or theft of **Your** passport, driving licence or travel documents that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written Police report.
4. Any loss or theft of **Your** travel documents that can be replaced free of charge by the issuer.
5. Any loss or theft of **Your** passport, driving licence or travel documents that are not:
 - a. carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with them at all times; or
 - b. deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
6. Anything mentioned in the General Policy Exclusions.

Section 8: Gadget (optional)

This section only applies if the appropriate additional premium has been paid and Gadget cover is shown on **Your Policy Schedule**.

Words with special meanings specific to this section

The words and phrases defined below are specific to this cover and have the same meaning wherever they appear in this Gadget cover section.

Accidental Damage

Any damage, including fire and liquid damage, caused to the **Gadget** which was not deliberately caused by **You** or another **Insured Person, Relative** or person with whom **You** are travelling or staying, and was not bound to happen.

Gadget

Means the **Gadget(s)**, including SIM or PCIMA cards in the **Gadget**, which belong to:

1. **You**; or
2. A business where **You** have the relevant authority and responsibility to use and insure the **Gadget(s)** owned by the business. Confirmation of this will be required in the event of a claim.

For the purpose of this Gadget cover section a **Gadget** can be any one of the following items:

Mobile Phones, Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

Gadget criteria:

We can only cover **Gadget(s)** that are:

1. Purchased from a UK registered company supplied with full UK consumer rights and warranties; or
2. Purchased worldwide directly from the manufacturer, a network provider, an online or a high street retailer; or
3. Refurbished items purchased directly from the manufacturer, a network provider, an online or a high street retailer and which were supplied with a warranty at the time of purchase; or
4. Purchased second hand and for which **You** have the original **Proof of Purchase** (which corresponds to notes 1 to 3 above) and a signed letter from the original owner confirming that **You** own the **Gadget(s)**. This letter must include the IMEI (where applicable), serial number and make and model of **Your Gadget(s)**.
5. Gifted to **You** and for which **You** have the original **Proof of Purchase** (which corresponds to notes 1 to 3 above) and a signed letter from the original owner confirming that **You** own the **Gadget(s)**. This letter must include the IMEI (where applicable), serial number (where possible), make and model of **Your Gadget(s)** and the date the device was gifted to **You**.

Loss

Loss means that the **Gadget** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

Malicious Damage

The intentional or deliberate actions of a third party, not being another **Insured Person, Relative** or person with whom **You** are travelling or staying, which causes damage to **Your Gadget**.

Proof of Purchase

The original purchase receipt provided at the point of sale that gives details of the **Gadget** purchased, or similar documents that provide proof that **You** own the **Gadget**.

Proof of Usage

Evidence that shows **Your Gadget** has been in use before the event giving rise to the claim. Where the **Gadget** is a mobile phone this evidence can be obtained from **Your** phone network provider. For other **Gadgets**, such as laptops, in the event of an **Accidental Damage** claim this may be determined through inspection by **Our** repairers.

Taurus

Taurus Insurance Services Limited. Suite 2209-2217 Eurotowers, Europort Road, Gibraltar.

Terrorism

Any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Theft

The dishonest removal of the **Gadget** from **Your** possession by a third party, not being another **Insured Person**, **Relative** or person with whom **You** are travelling or staying, with the intention of permanently depriving **You** of it, or the removal of the **Gadget** from **You** in person using force, threat of violence or by pickpocket.

Violent and Forcible Entry

Entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, up to the sum insured shown in the Table of Benefits, as a result of:

1. **Accidental Damage** or **Malicious Damage**; or
2. **Loss** or **Theft**; and
3. Unauthorised usage of **Your Gadget** following **Loss** or **Theft**.

What is covered

1. The cost of the repair of **Your Gadget** or, if it is beyond economic repair, lost or stolen, its replacement. Where only part or parts of **Your Gadget** are damaged, lost or stolen, **We** will only repair or replace that part or parts; and
2. The cost of unauthorised calls, messages and downloads made from **Your Gadget** after the time it was lost or stolen, provided such **Loss** or **Theft** is covered by this **Policy**. Cover will only apply to unauthorised usage within 24 hours of discovery of the **Loss** or **Theft**.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any **Loss** or **Theft** of **Your Gadgets** which are subsequently recovered.
3. Any claim if **Your Gadget(s)** are confiscated or detained by Customs, the Police or other authorities.
4. **Theft** of the **Gadget** from **Your** person unless force or threat, violence or pickpocket is used.
5. Any claim for **Loss** where the circumstances of the **Loss** cannot be clearly identified, i.e.

where **You** are unable to confirm the time and place of the **Loss**.

6. Any kind of damage whatsoever unless the damaged **Gadget** is provided for repair to one of **Our** approved repairers.
7. The VAT element of any claim if **You** are registered for VAT.
8. Any modifications that have been made from the original specifications of the **Gadget**. This would include things like adding gems, precious metals or unlocking **Your Gadget** from a network provider.
9. Reconnection costs or subscription fees of any kind.
10. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
11. Any expense incurred as a result of not being able to use the **Gadget**, or any loss other than the repair or replacement costs of the **Gadget**.
12. Any **Accidental Damage** to **Your Gadget(s)** due to:
 - a. Cosmetic damage that has no effect on the functionality of the **Gadget**, including marring, scratching and denting; or
 - b. Mechanical or electrical breakdown; or
 - c. Leaking powder or fluid carried within **Your** baggage; or
 - d. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
 - e. Any process of cleaning, repairing or restoring.
13. Any **Loss** or **Theft** of, or damage to, **Your Gadget(s)**:
 - a. That **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **You** do not get a written report from them (**Loss**, **Theft** and **Malicious Damage** only); or
 - b. Unless the **Loss** or **Theft** is reported to **Your** network provider (if applicable) within 24 hours of discovering the incident and a blacklist placed on the IMEI of the **Gadget(s)**; or
 - c. Whilst in the custody of an airline or other carrier; or
 - d. Whilst being shipped as freight or under a bill of lading; or
 - e. Left out of sight and out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your Gadget** e.g. station, airport, restaurant, beach, etc.; or
 - f. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following **Violent and Forcible Entry**; or
 - g. From a roof or boot luggage rack at any time; or
 - h. Left in the custody of any person, (except a **Relative**), who does not have official responsibility for the safekeeping of the **Gadget**.
14. Any **Loss** or **Theft** of, or damage to:
 - a. **Gadget(s)** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on public transport or on an aircraft; or
 - b. Accessories other than SIM or PCIMA cards which were in the **Gadget** at the time of the **Loss**, **Theft** or damage; or
 - c. **Gadgets** which are borrowed, rented or otherwise not owned by **You**.
15. Loss of data:
 - a. Loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the Internet; or
 - b. Loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
16. Repair or other costs for:

- a. Routine servicing, inspection, maintenance or cleaning; or
 - b. Loss caused by a manufacturer's defect or recall of the **Gadget**; or
 - c. Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials; or
 - d. Repairs carried out by anyone not authorised by **Us**; or
 - e. Wear and tear or gradual deterioration of performance; or
 - f. Claims arising from abuse, misuse or neglect; or
 - g. A **Gadget** where the serial number has been tampered with in any way.
17. Any claim where **Proof of Usage** cannot be provided or evidenced (applicable only where the **Gadget** is a mobile phone or in respect of a laptop/tablet where user history is available).
18. Anything mentioned in the General Policy Exclusions.

Conditions and Limitations

1. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option replace or repair the lost, stolen or damaged item(s).
2. **We** may not pay **Your** claim if **You** are unable to provide original proofs of purchase that meet the Gadget criteria detailed in this section.
3. **You** must retain all damaged **Gadgets** for inspection and send them to **Us**.
4. If **We** pay a claim for **Loss** or **Theft** under this section and **Your Gadget** is subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.
5. Itemised bills must be provided to support an unauthorised usage claim. This cover will only apply if there is no protection from such losses from **Your** network provider.
6. In the event that **Your** claim is authorised it will be at **Our** sole discretion to either repair **Your Gadget**, or if **Your Gadget** is deemed beyond economical repair or subject to a **Loss** or **Theft** and will therefore have to be replaced, **We** will endeavour to replace it with an identical fully refurbished item or new item where a refurbished item is not available. Should this not be possible **We** will, at **Our** sole discretion, replace it with a fully refurbished or new item of a comparable specification or the equivalent value (if cash settlement).
7. It may not always be possible to replace **Your Gadget** with a **Gadget** of the same colour.
8. Replacement **Gadgets** are issued with a 12-month warranty.
9. Repaired **Gadgets** are issued with a 3-month warranty.
10. **You** are required to take all reasonable precautions to prevent **Loss, Theft** or **Accidental** or **Malicious Damage**.
11. Cover excludes costs or payments recoverable from any other party, under the terms of any other contract, guarantee, warranty, or insurance.

Section 9: Baggage delay on outward journey

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits as a result of:

1. The delayed arrival of **Your** baggage by at least 12 hours, and for each subsequent 12 hours, after **Your** actual arrival time on **Your** outward journey from the **United Kingdom**.

What is covered

1. The reasonable cost of buying essential clothing, toiletries and similar items.

What is not covered

1. Any claim for delayed baggage on **Your** return journey.
2. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. If **Your** baggage is delayed whilst in the care of a carrier, transport company, authority or hotel **You** must report to them details of the delay or eventual loss and obtain written confirmation from them.
2. If **Your** baggage is delayed whilst in the care of an airline **You** must:
 - a. Report **Your** missing baggage to them before leaving the baggage reclaim area and obtain a Property Irregularity Report.
 - b. Retain all travel tickets and baggage tags.
3. If **Your** baggage eventually arrives, **You** must obtain written confirmation of the length of the delay.
4. If **Your** baggage proves to be permanently lost, any payments made for a delayed baggage claim will be deducted from any payments **We** make for a claim for lost baggage under the Personal possessions section of this **Policy**.

Section 10: Missed departure

If **You** are a resident of Northern Ireland, cover under this section is extended to include missed departure from international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, in the event that **You** arrive too late (as shown on **Your** ticket) to board **Your** pre-booked scheduled **Public Transport** at **Your** last departure point on **Your** outward journey or **Your** last departure point on **Your** return journey as a result of:

1. Scheduled **Public Transport** services failing to get **You** to **Your** last departure point due to **Strike or Industrial Action**, adverse weather conditions (but not those defined as a **Catastrophe**), mechanical failure or **Your** direct involvement in an accident; or
2. The private motor vehicle in which **You** are travelling being directly involved in an accident or breaking down; or
3. A delay involving the vehicle in which **You** are travelling due to unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association website, Highways Agency website, on television, news bulletins or in the press.

What is covered

1. **Your** reasonable and necessary additional travel and accommodation expenses (room only) of a similar standard to the original booking, to allow **You** to reach **Your** trip destination or catch up on **Your** scheduled itinerary (for missed departure on **Your** outward journey) or to return **Home** (for missed departure from **Your** last departure point on **Your** homeward journey).

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any claim as a result of heavy traffic or road closures where **You** have not obtained confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association website, Highways Agency website, on television, news bulletins or in the press.
3. Any claim as a result of **Your** failure to allow sufficient time for the **Public Transport** to arrive on schedule and deliver **You** to **Your** departure point by the check-in time shown on **Your** travel itinerary.
4. Any claim as a result of the private motor vehicle in which **You** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown.
5. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
6. Any claim arising as a result of a **Catastrophe**.
7. Any claim as a result of **Your** missed departure for reasons other than those listed within this section.
8. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. **You** must allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
2. **You** will be required to provide **Us** with documentary evidence of the reason for any delay leading to a missed departure.
3. **You** will be required to provide **Us** with documentary evidence of **Your** additional travel and accommodation expenses.

Section 11: Travel delay and abandonment

If **You** are a resident of Northern Ireland, cover under this section is extended to include international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the Table of Benefits, in the event of **Your** unavoidable delay in departure of at least 12 hours from **Your** original scheduled departure time from **Your** first departure point on **Your** outward journey or **Your** last departure point on **Your** return journey as a result of:

1. Adverse weather conditions (but not those defined as a **Catastrophe**).
2. **Strike or Industrial Action**.
3. Mechanical breakdown of the **Public Transport** on which **You** are booked to travel.
4. Cancellation by the transport provider of **Your** scheduled pre-booked international flight, ferry, train or coach.

What is covered

1. Travel delay benefit:
 - a. for each complete 12 hours of delay; or
 - b. in the event of 4. (cancellation by the transport provider), corresponding to the delay in departure that **You** would have experienced had **You** waited for the earliest replacement travel arrangements offered by **Your** original transport provider, in the event that **You** choose to make earlier alternative travel arrangements.
2. In the event that **You** decide to abandon **Your** outward trip, the cost of:
 - a. **Your** unused non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
 - b. **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
 - c. **Your** unused non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any claim unless **You** have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time.
3. Any claim under 1. b. above unless **You** have written confirmation from **Your** original transport provider of the cancellation and of the earliest replacement travel arrangements offered by them.
4. Any claim where the carrier or their handling agents provide alternative transport which departs within 12 hours of the original scheduled departure time.
5. Any claim as a result of **Your** failure to check-in at **Your** departure point by the time shown on **Your** travel itinerary.
6. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through your travel agent or airline).

7. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
8. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
9. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
10. Any claim arising as a result of a **Catastrophe**.
11. Any claim arising as a result of the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation or instruction of the Civil Aviation Authority or a Port Authority or any such regulatory body.
12. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. Travel delay benefit is intended to provide compensation if **You** are delayed at **Your** point of international departure and is only applicable if **You** have travelled there and checked-in. If **You** have not travelled to **Your** international departure point **You** will not be covered even if **You** have checked-in online.

Section 12: Extended travel disruption (optional)

This section only applies if the appropriate additional premium has been paid and Extended travel disruption cover is shown on **Your Policy Schedule**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits as a result of:

A. **The necessary and unavoidable cancellation or Curtailment of Your Insured Journey outside of the United Kingdom due to:**

1. **Catastrophe** making **Your** accommodation uninhabitable; or
2. An outbreak of food poisoning at **Your** accommodation resulting in its closure during **Your** trip; or
3. **Strike or Industrial Action** leading to the cancellation of **Your** international transport from the **United Kingdom**; or
4. The Channel Tunnel being closed for at least 24 hours from the date and time of **Your** scheduled departure as shown on **Your** ticket/itinerary; or
5. An airport or port **You** were due to travel from or through being closed for at least 24 hours from the date and time of **Your** scheduled departure as shown on **Your** ticket/itinerary; or
6. Airspace being closed for at least 24 hours from the date and time of **Your** scheduled departure, as shown on **Your** ticket/itinerary; or
7. The Travel Advice Unit of the Foreign and Commonwealth Office (FCO):
 - a. advising against all travel to, or all but essential travel to, a country or area; or
 - b. recommending evacuation from a country or area.

See: <https://www.gov.uk/foreign-travel-advice>

In respect of Cancellation claims the FCO advice must have come into force after **You** booked **Your Insured Journey** or purchased the **Policy** (whichever was later) and **You** are cancelling **Your Insured Journey** within 28 days of **Your** scheduled departure date.

8. **Your** compulsory quarantine on the orders of a **Medical Practitioner** following **You** being diagnosed with an infectious disease.

What is covered

1. Any irrecoverable unused travel and accommodation costs and other charges including airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay together with any reasonable additional travel expenses incurred.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any additional travel or accommodation costs, charges and expenses if **You** have been offered reasonable alternative travel arrangements by **Your** provider or agent, which **You** have declined.
3. Any costs which **You** would have expected to pay during **Your** trip.
4. Scheduled flights not booked in the **United Kingdom**.
5. Anything mentioned in the General Policy Exclusions.

B. The reasonable cost of alternative accommodation in the event that You cannot use Your booked accommodation due to:

1. **Catastrophe** making **Your** accommodation uninhabitable; or
2. An outbreak of food poisoning at **Your** accommodation resulting in its closure.

What is covered

1. Reasonable additional accommodation and transport costs incurred, up to the standard of **Your** original booking.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any additional accommodation costs, charges and expenses if **You** have been offered reasonable alternative accommodation by **Your** provider or agent, which **You** have declined.
3. Any costs which **You** would have expected to pay during **Your** trip.
4. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to sub-sections A. and B.

1. **You** may claim for the same **Insurance Event** under sub-section A or B of this section but not both.
2. If the same costs and charges are also covered under any other section of this **Policy**, **You** can only claim for these under one section for the same **Insurance Event**.
3. **You** must obtain written confirmation from the company providing the service or from the local Police that **You** could not use **Your** accommodation and the reason for this, if claiming under A1, A2, B1 or B2.

C. You being unable to return to Your Home in the United Kingdom on Your scheduled return date due to:

1. The Channel Tunnel being closed; or
2. An airport or port that **You** were scheduled to travel from or through being closed; or
3. Airspace being closed.

What is covered

1. A delay benefit for each complete 24 hour period that **You** are unable to return **Home**; and
2. Necessary and reasonable additional travel expenses if, after a period of 24 hours or more, **You** unavoidably have to make immediate alternative arrangements to return **Home** and **Your** travel provider cannot provide alternative travel arrangements; and
3. Emergency replenishment of prescription medication that **You** require to prevent a deterioration or exacerbation of a **Pre-existing Medical Condition**, in the event that **Your** existing supplies run out after the date that **You** were scheduled to return **Home**.

What is not covered

1. The cost of prescription medication for a **Pre-existing Medical Condition** which **We** have not agreed, in writing, to cover.
2. The cost of prescription medicine if **You** have not taken sufficient supplies with **You** to last for the scheduled period of **Your Insured Journey**.
3. Anything mentioned in the General Policy Exclusions.

Section 13: Personal liability

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, as a result of an **Insurance Event** in which, by **Your** act or omission, **You** cause:

1. Death or **Bodily Injury** to another person; or
2. Loss of or damage to the tangible, material property of another person.

What is covered

1. Material damages and compensation for which **You** are legally liable; and
2. Legal costs and expenses incurred in defending an action against **You** or in negotiating the settlement of such an action; and
3. **Your** costs and expenses incurred in the event that **Your** attendance or participation is required by **Us** in the defence of such an action.

What is not covered

1. The **Excess** as shown in the Table of Benefits.
2. Any liability directly or indirectly arising from an **Insured Journey** solely within the **United Kingdom**.
3. Any liability directly or indirectly arising from **Your** participation in **Hazardous Activities and Sports** which are:
 - a. specifically excluded; or
 - b. not listed as covered unless otherwise agreed by **Us** in writing; or
 - c. listed as covered but with Personal Liability cover excluded.
4. Any liability for intangible or non-material damage, such as to reputation, image or to intellectual property rights.
5. Any liability directly or indirectly arising from:
 - a. loss of or damage to material property, buildings or land owned by, or in the care, custody or control of **You**, a **Relative**, a member of **Your** household, a person **You** employ, a travelling companion or person with whom **You** have arranged to stay, except in relation to temporary hotel and similar accommodation which **You** occupy and for which **You** assume contractual responsibility during an **Insured Journey**; or
 - b. death or **Bodily Injury** to **Your Relative**, a member of **Your** household, a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
 - c. the ownership, care, custody or control of any animal by **You**, a **Relative**, a member of **Your** household or a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
 - d. **Your** ownership, possession or use of horse-drawn, motorised, electrically or mechanically-propelled or towed vehicles or lifts, aircraft, watercraft (other than rowing boats, punts or canoes), firearms or explosive devices; or
 - e. any form of racing; or
 - f. **Your** trade profession or business; or
 - g. a contract, unless such liability would exist in any event in the absence of the contract; or
 - h. **You** acting formally or informally as the leader of a group taking part in an activity; or

- i. **You** having transmitted disease to another person via infection or otherwise; or
 - j. **Your** deliberate, unlawful, malicious, or wilful act or omission; or
 - k. **Your** fraudulent, dishonest or criminal act or that of any person authorised by **You**; or
 - l. a matter which is subject to criminal proceedings against **You**.
6. Any liability directly or indirectly arising where cover is provided under any other insurance or guarantee.
 7. Any liability directly or indirectly arising through action not brought under the jurisdiction of the courts of the country in which the **Insurance Event** giving rise to the claim occurred unless otherwise agreed by **Us**.
 8. Punitive or exemplary damages.
 9. Any claim where **You** have failed to notify **Us** of the **Insurance Event** within a reasonable time of it occurring and where this failure adversely affects **Our** ability to defend the claim or to limit **Our** liability.
 10. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. If **You** know of any **Insurance Event** which may result in a claim under this section **You** must:
 - a. inform **Us** in writing without delay; and
 - b. send all correspondence and legal documents to **Us** unanswered without delay; and
 - c. not discuss liability with any third party.
2. **You** must make no admission of liability, or offer, promise, or make payment or indemnity without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may at **Our** own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. In the event that **Your** attendance or participation is required by **Us** in the defence or negotiation of an action against **You**, **We** will pay **Your** reasonable and necessary transport and accommodation costs and expenses, provided that these are agreed by **Us** in advance, in writing.
6. In the event of **Your** death, **Your** personal legal representative will receive the benefit of cover provided by this section.
7. Where more than one **Insured Person** is involved in the same **Insurance Event**, the maximum **We** will pay in total is £2,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

Section 14: Hijack

Words with special meanings specific to this section:

Hijack

the unlawful seizure or wrongful exercise of control, for more than 24 hours, of the aircraft or sea vessel in which **You** are travelling as a fare-paying passenger.

This section of the **Policy** sets out the cover **We** will provide to each **Insured Person** in total, per **Insured Journey**, up to the sum insured shown in the Table of Benefits, as a result of:

1. **Hijack.**

What is covered

1. Hijack benefit per day for each full 24 hours that **You** are detained.

What is not covered

1. **Hijack** in an area which is subject to **War and Civil Unrest**.
2. Anything mentioned in the General Policy Exclusions.

Additional conditions applying to this section

1. **You** must provide **Us** with written confirmation from the airline, shipping line, Police or other authority, of the nature, location and dates of the **Hijack** and **Your** involvement in it.

Section 15 - Legal costs and expenses

Important - cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**). The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274, Website: www.das.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 5417859, Website: www.daslaw.co.uk

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

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

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £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 **DAS** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **DAS** within the time limits allowed that the **Insured Person** wants to appeal. Before **DAS** pay the **Costs and Expenses** for appeals, **DAS** must agree that **Reasonable Prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **Insured Person** after a successful claim under this section, **DAS** must agree that **Reasonable Prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **Costs and Expenses** is the value of the likely award.

What DAS will not pay

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

Definitions applicable to this section

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

Appointed Representative

The **Preferred Law Firm**, law firm 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

DAS Legal Expenses Insurance Company Limited.

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.

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

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

Preferred Law Firm

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

Reasonable Prospects

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

1. **Costs and Expenses** to pursue an **Insured Person's** legal rights following a specific or sudden accident that causes death or **Bodily Injury** to the **Insured Person**.

What is not covered

1. Any **Illness** or **Bodily Injury** that happens gradually or is not caused by a specific or sudden accident.
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.

Exclusions applying to this section – Also see General policy exclusions

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.
9. A claim against ERGO Travel Insurance Services Ltd, Great Lakes Insurance SE or their respective agents.
10. Any claim where **You** are not represented by a law firm or barrister.

Conditions applying to this section

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** which 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 **DAS** 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 give.
 3.
 - a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **DAS'** written consent.
 - b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**.
 - c. **DAS** may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle any claim. 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.
 4.
 - a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **DAS** ask for this.
 - b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance 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.financial-ombudsman.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 **You** 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 the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
- a. a claim an **Insured Person** has made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated, or
 - b. a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, an **Insured Person** is the only person who may enforce all or any part of this **Policy** 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 their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

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

An **Insured Person** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **Insured Person** back depending on the **Insured Person's** 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, a message will be taken and a return call arranged within the operating hours.

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

To contact the above service, phone **DAS** on 0117 934 0548. When phoning, please quote the policy number.

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

DATA PROTECTION

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information. **DAS** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal

advice. **DAS** will only obtain personal information either directly from the **Insured Person**, the third party dealing with **Your** claim or from the authorised partner who sold this **Policy**.

Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by **DAS'** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

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 We 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 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, SK9 5AF

www.ico.org.uk

Words with special meanings specific to this section:

End Supplier

The company that owns and operates the following services: hotel, train operator including Eurostar, car ferries, villas abroad and cottages in the UK, coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris, excursions, Eurotunnel, theme parks or attractions.

Financial Failure

The scheduled airline or **End Supplier** becoming insolvent or having an administrator appointed and being unable to provide agreed services.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, as a result of:

A. Scheduled airline failure.

What is covered

1. **Financial Failure** of **Your** scheduled airline before departure:
 - a. irrecoverable sums paid prior to the **Financial Failure** of the scheduled airline **You** are booked with; or
2. **Financial Failure** of **Your** scheduled airline after departure:
 - a. additional costs incurred by **You** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the **Curtailment** of the travel arrangements; or
 - b. if **Curtailment** of the trip is unavoidable – the cost of return flights to the UK, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the **Curtailment** of the travel arrangements.

B. End Supplier failure.

What is covered

1. **Financial Failure** of **Your End Supplier** before departure:
 - a. irrecoverable sums paid prior to **Financial Failure** of the **End Supplier** of the travel arrangement not forming part of an inclusive holiday prior to departure; or
2. **Financial Failure** of **Your End Supplier** after departure:
 - a. additional pro rata costs incurred by **You** in replacing that part of the travel arrangements to a similar standard as enjoyed prior to the **Curtailment** of the travel arrangements; or
 - b. if **Curtailment** of the trip is unavoidable – the cost of return transportation to the UK, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the **Curtailment** of the travel arrangements.

What is not covered applying to sub-sections A. and B.

1. Scheduled flights, travel or accommodation not booked within the UK, Channel Islands, Isle of Man or Ireland prior to departure.
2. Any costs resulting from the **Financial Failure** of:
 - a. any scheduled airline or **End Supplier** for which any prospect of **Financial Failure** is known by **You** or widely known publicly at the date **You** bought this **Policy** or purchased the trip, whichever is later.
 - b. 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 from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
3. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom **You** have booked a scheduled flight, travel or accommodation.
4. Any losses which are not directly associated with the incident that caused **You** to claim. For example, loss due to being unable to reach a pre-booked hotel, villa, car hire or cruise following the **Financial Failure** of an airline.

PLEASE NOTE: this section of cover extends the cover provided under the Emergency medical and repatriation expenses, Cancellation and Curtailment and loss of holiday sections of this **Policy** as follows:

A. Cancellation

We provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, following necessary and unavoidable cancellation of a trip as a result of:

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 of **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.

What is covered

1. The cost of:
 - a. **Your** unused non-refundable pre-booked travel and accommodation which **You** have paid or are contracted to pay; and
 - b. **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
 - c. **Your** unused non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

B. Curtailment

We provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the Table of Benefits, following necessary and unavoidable **Curtailment** of an **Insured Journey** as a result of:

1. Death of **Your Relative** as a result of COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.
2. **You** are unable to continue with a pre-booked excursion following **Your** self-isolation as ordered by a relevant Government authority due to contracting COVID-19, as certified by a **Medical Practitioner** following a medically approved test showing a positive result for COVID-19.

What is covered

1. **Your** reasonable additional travel and accommodation expenses which **You** incur in the **Curtailment** of **Your Insured Journey**; and
2. A pro-rata amount corresponding to the cost of the unused proportion of:
 - a. **Your** non-refundable pre-booked travel and accommodation expenses which **You** have

- paid or are contracted to pay; and
- b. **You** non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
- c. **You** non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

C. **Emergency medical and repatriation expenses**

We provide to each **Insured Person** in total, up to the sums insured shown in the Table of Benefits, in the event of an unforeseen medical emergency during an **Insured 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 **Our Assistance Company**; and
 - c. The cost of a medical escort where this is deemed necessary by **Us** or **Our 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.

What is not covered applying to all sub-sections

Applicable in addition to any exclusion listed under the Emergency medical and repatriation expenses, Cancellation and Curtailment and loss of holiday sections of this **Policy** including anything mentioned in the General Policy 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 an outbreak of COVID-19 resulting 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, existing or being publicly announced by the date **You** purchased, renewed or extended this insurance or at the time of booking any **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.
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 **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.

4. **You** quarantine when it has been imposed on a community, geographic location or vessel imposed by a government or public authority.
5. Any claim made under the COVID-19 cover section in addition to a claim under either Emergency medical and repatriation expenses, Cancellation or Curtailment and loss of holiday sections of this **Policy**.

Additional conditions applying to all sub-sections

In addition to the additional conditions applying to the Emergency medical and repatriation expenses, Cancellation and Curtailment and loss of holiday sections of this **Policy** the following will apply:

We will require (at **You** 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 Insured Journey**.

Appendix 1: Hazardous Activities and Sports

Below are lists of activities that can or cannot be covered by this **Policy**. Please telephone the **Our** Customer Helpline on 0330 041 8266 if **You** are unsure whether **Your** intended activity is covered by **Your Policy**. For all **Hazardous Activities and Sports**, participation in competition is excluded unless agreed by **Us**.

The following activities are covered under this Policy

Aerobics
Athletics (amateur)
Badminton
Banana Boating
Bar Work
Baseball
Basketball
Board Sailing (Windsurfing)
Body Boarding
Boogie Boarding
Bridge Walking e.g. Sydney Harbour Bridge
Canoeing/Kayaking - up to Grade 2 rivers only
Canopy Walking
Cricket
Curling
Cycling (not main purpose of trip - recreational only, no racing or competitions)
Fell Running/Walking
Fishing
Football/Soccer (non competitive)
Golf
Gymnastics (no competitions)
Hiking/Trekking/Walking under 2,500m
Ice Skating
Manual Work
Marathon Running
Mountain Biking (recreational including general cross country and off road cycling)
Paddle Boarding
Rambling
Restaurant Work

River Tubing (up to grade 2 rivers and not through caves)
Roller Skating/Blading (wearing pads and helmets)
Safari (professionally organised and without guns)
Sailing (inland waters or coastal waters within 12 miles of land)
SCUBA Diving (down to 30m accompanied by a qualified diver or instructor)
Sleigh Rides pulled by a horse or reindeer, as a passenger with a professional driver
Snorkelling
Softball
Squash
Surfing
Swimming
Swimming with dolphins
Tennis
Trampolining
Volleyball
Water Skiing (no jumping)
Water Polo
Windsurfing
Zip Lining/Wiring

The following activities are covered under this Policy. However, no cover is provided under the Personal Accident and Personal Liability sections.

Archery
Canoeing / Kayaking (up to grade 3 rivers only)
Fencing
Flotilla Sailing (with professional leader)
Go Karting
Hot Air Ballooning (organised pleasure rides only)
Indoor Climbing (sport climbing with belays)
Jet Boating (as a passenger only and no racing)

Motorcycling as a rider or passenger on a machine 125cc or under (**You** must wear a crash helmet and, as a rider, have held a motorcycle licence for at least 3 years and are conviction free)

Paint Balling (eye protection must be worn)
Parascending over water
Rowing (no racing)
Segway Riding (organised tours only and a safety helmet must be worn)
Zorbing

The following activities will only be covered if You pay the appropriate additional premium and the activity is shown as covered on Your Policy Schedule.

Abseiling (within organiser's guidelines)

Black Water Rafting

Land Skiing (not on snow)

Octopush

Rap Jumping/Running (within organiser's guidelines)

Safari Trekking on foot (must be organised tour booked in the **United Kingdom**)

Sea Kayaking

White Water Rafting (up to grade 3 within organiser's guidelines)

Excluded Hazardous Activities and Sports

Base Jumping

Big Game Hunting

BMX Stunt Riding

Bouldering

Boxing

Canyoning

Caving / Pot Holing

Coasterring

Cycle Racing

Flying except as a fare paying passenger in a licenced passenger carrying aircraft

Free / High Diving

Gliding

Hang Gliding

Judo / Karate / Martial Arts

Kite Surfing

Lacrosse

Micro Lighting

Motorcycling as a rider or passenger on a machine over 125cc

Mountaineering

Parachuting

Paragliding

Parascending over land

Polo

Professional / Semi Professional Sports

Quad Biking

Rock Climbing
Sailing outside territorial waters
Scuba Diving below 30m
Shark Cage Diving
Shark Diving
Tombstoning
Track Days using motorised vehicles
Water Ski Jumping
Weightlifting
White Water Rafting (grade 4 and above)
Wrestling

If an activity is NOT listed above it is NOT covered unless **You** contact **Us** and **We** agree, in writing, to cover the activity. Please telephone **Our** Customer Helpline on 0330 041 8266 if **You** are unsure as to whether **Your** intended activity is covered by **Your Policy**.

General policy exclusions

These exclusions apply to all sections of **Your Policy**. In addition, individual sections of cover may have specific exclusions which apply only to those sections.

A. This **Policy** does not provide cover:

1. Unless **You** are:
 - a. in the **United Kingdom** when the **Policy** is purchased;
 - b. Aged 65 or under at the start of the **Policy Period**;
 - c. resident in the **United Kingdom**, meaning that **You**:
 - have an address in the **United Kingdom**; and
 - have lived in the **United Kingdom** for at least 6 of the last 12 months; and
 - are registered with a General Practitioner in the **United Kingdom**
2. For trips of duration longer than 547 days unless agreed by **Us** in writing.

B. **We** will not pay for any losses that are not directly associated with the **Insurance Event** causing the claim, for example loss of earnings if **You** are unable to work or the cost of replacing locks if **You** lose keys.

C. **We** will not pay for any losses recoverable from any other source. Where another insurance policy covers the same risk, **We** will only pay **Our** proportionate share of a valid claim.

D. **We** will not pay for any loss, damage, cost or expense directly or indirectly caused by:

1. **Active Participation:**
 - a. the act of an **Insured Person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**.
 - b. the act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign and Commonwealth Office. See: <https://www.gov.uk/foreign-travel-advice>
2. **Aviation**
flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft, unless otherwise shown as covered in Appendix 1: Hazardous Activities and Sports.
3. **Civil authorities**
the confiscation, retention, impounding or destruction of property by any Customs authority, Government or other civil authority.
4. **Climbing and jumping**
You climbing on top of, or jumping from a vehicle, or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from on an external fire-escape or stairs) regardless of the height, unless **Your** life is in danger or **You** are attempting to save human life.
5. **Coronavirus**
any 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 the COVID-19 cover section of this **Policy**.

6. **Cruises**
any trip on sea-going Cruise-ships unless the appropriate additional premium has been paid and Cruise cover is shown on **Your Policy Schedule**.
7. **Cyber-attack**
Cyber-attack including but not limited to the delay or cancellation of flights due to the failure of critical systems.
8. **Decompression**
any medical consequences of flying less than 24 hours after a scuba dive.
9. **Default**
the negligence, error or omission of:
 - a. an **Insured Person**; or
 - b. any provider of transport or accommodation; or
 - c. any agent or online booking service through which travel arrangements were made; or
 - d. any **Colleague**; or
 - e. any **Relative**.
10. **Depreciation**
depreciation, wear and tear and currency exchange losses.
11. **Disinclination**
Your unwillingness or refusal to travel.
12. **Epidemic/Pandemic**
any epidemic or pandemic as declared by the World Health Organisation.
13. **Excluded Hazardous Activities and Sports**
Your participation in **Hazardous Activities and Sports** which are excluded or not shown as covered in Appendix 1.
14. **Failure to take medical precautions, advice and treatment**
Your failure to:
 - a. obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; and
 - b. follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; and
 - c. follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.
15. **Failure to wear a motorcycle helmet**
Bodily Injury or death occurring as a consequence of **You** not wearing a recognised motorcycle helmet while on a motorcycle, moped, motor-scooter, quadbike or similar.
16. **Failure to wear a seatbelt**
Bodily Injury or death occurring as a consequence of **You** not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
17. **Foreseeable circumstances**
any circumstances, such as **Strike or Industrial Action**, that were known or could reasonably have been anticipated at the time an **Insured Journey** was booked or the **Policy** was purchased, whichever is later.
18. **Manual work**
manual work involving the operation of plant or machinery, the use of power tools or any work above or below ground level (except for work at floor level in a fully-constructed multi-storey building).
19. **Mental Illness**
Your psychological or psychiatric disorder or **You** suffering from any condition of anxiety, stress or depression diagnosed before the start of an **Insured Journey** unless accepted by **Us** in writing.

20. **Nuclear, biological and chemical hazards**
 - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear machinery or parts
 - b. the use of nuclear, biological or chemical weapons, or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.
21. **Pre-existing Medical Condition(s)**
any **Pre-existing Medical Condition(s)** unless the appropriate additional premium has been paid and they have been accepted by **Us** in writing.
22. **Pressure waves**
the transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
23. **Safety equipment and instructions**
Bodily Injury or death occurring as a consequence of **You** participating in **Hazardous Activities and Sports** arising from **Your** failure to:
 - a. correctly wear or use any safety equipment customarily worn, such as a helmet, harness, safety line or lifejacket; or
 - b. follow the safety instructions and guidance provided by activity organisers, instructors and guides, where applicable.
24. **Search and rescue**
any search and rescue (however, **We** will cover medical evacuation when this is medically necessary and agreed in advance by the assistance company).
25. **Self-Injury**
 - a. **Your** wilfully, self-inflicted injury or **Illness**, suicide or attempted suicide; or
 - b. **Your** self-exposure to needless peril, except in an attempt to save human life; or
 - c. any form of alcohol abuse including alcohol withdrawal or **You** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim. (**We** do not expect **You** to avoid alcohol on **Your** trip but **We** will not cover any claim arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected); or
 - d. **Your** use of any drugs, including solvents and so-called legal highs, other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner** but not for the treatment of drug or alcohol addiction.
26. **Swimming pool**
Your unauthorised use of a swimming pool outside of the specified opening times.
27. **Terrorism/Terrorist Act** (see Words with special meanings)
this exclusion will not apply to the following sections of cover:
 - a. Emergency medical and repatriation expenses
 - b. Personal accident
 - c. Hijack
28. **Unlawful acts**
 - a. any unlawful act deliberately or intentionally committed by an **Insured Person**; or
 - b. the operation of law or the order of any court; or
 - c. civil or criminal proceedings against anyone on whom **Your Insured Journey** depends.
29. **Volcanic Ash**
the delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.
30. **War and Civil Unrest** (see Words with special meanings)
Your presence in an area which is subject to **War and Civil Unrest** unless **Your** presence in such an area is due to:

- a. the unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or
- b. **Your** involuntary diversion, transit or stopover as a result of **Hijack, Kidnap** or other occurrence beyond **Your** control; or
- c. the sudden, unexpected occurrence of **War and Civil Unrest** in an area previously in a state of peace at the time **You** entered the area;
and in such cases **You** will be covered for a maximum period of 72 hours from **Your** involuntary arrival in such an area or, where **You** are already present in an area previously in a state of peace, from the time when **War and Civil Unrest** first occurs, provided that:
 - a. **You** make all reasonable efforts to leave the affected area at the first opportunity; and
 - b. **You** are not involved in **Active Participation**.

31. **Winter sports**

Your participation in Winter sports.

32. **Wild animals**

any claim arising from **You** deliberately entering or reaching into a cage or enclosure containing animals normally found in the wild, including juveniles and hand-reared orphans, even if **You** are advised that such contact is safe.

General Policy conditions

These are the general conditions applying to all of **Your Policy**. Certain sections of cover have additional conditions specific to the section.

1. **We** promise to act in good faith in all **Our** dealings with **You**.
2. **We** may not pay **Your** claim if **You** do not:
 - a. Take all possible care to safeguard against accident, injury, loss, damage or theft; and
 - b. Avoid any action or inaction which may increase the loss or liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense; and
 - c. Give **Us** full details of any incident which may result in a claim under **Your Policy** as soon as is reasonably possible; and
 - d. Pass on to **Us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
 - e. Provide all information and assistance that **We** may reasonably require at **Your** expense (including, where necessary, medical certification and details of **Your** household insurance).
3. **You** must not admit liability for any event, or offer to make any payment, without **Our** prior written consent.
4. The terms of **Your Policy** can only be changed if **We** agree. **We** may require **You** to pay an additional premium before making a change to **Your Policy**.
5. **You** must start each **Insured Journey** from **Your Home** or place of business in the **United Kingdom** and return to **Your Home** or place of business in the **United Kingdom** at the end of each trip, within the permitted trip duration, unless otherwise agreed by **Us**.
6. **You** agree that **We** can:
 - a. Make **Your Policy** void where any claim is found to be fraudulent; and
 - b. Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** supplied when **You** bought **Your Policy** and other information relating to a claim, may be provided to the register participants; and
 - c. Take over and act in **Your** name in the defence or settlement of any claim made under **Your Policy**; and
 - d. Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under **Your Policy**; and
 - e. Obtain information from **Your** medical records (with **Your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **Your** prior approval.
7. **We** will not pay **You** more than the amounts shown in the Table of Benefits.
8. **You** agree that **We** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **Us** details of such other insurance. This condition will not apply to valid Personal Accident claims, which **We** will pay in full.
9. **We** shall not be liable to pay damages to **You** for the late payment of a claim under this insurance contract, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.
10. When booking **Your** trip 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** trip.

11. **We** will only provide cover for domestic travel (within the **United Kingdom**) which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence.
12. Family members are only insured under this **Policy** if they are eligible to be covered, are named on the **Policy Schedule** and the appropriate premium has been paid. Unmarried, dependent children (aged up to 22 if in full-time education) are only covered when travelling with **You** or **Your** spouse or partner.
13. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.
14. **You** cannot transfer **Your** interest in this **Policy** to anyone else.

Important information - please read

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

Your declaration and changes

It is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see **Your** declaration: important questions relating to health, activities and the acceptance of **Your** insurance. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about **Pre-Existing Medical Conditions** relating to the health of the people travelling and others upon whose health **Your** trip may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

Data protection notice

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. The Data Processor is Taurus Insurance Services Limited.

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.ergo.co.uk/ergo-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, United Kingdom

Email: dataprotectionofficer@ergo-travel.co.uk
Phone: +44 (0)1403 788 510

Complaints Procedure

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.

For complaints relating to claims under Sections 1-7 and 9-14

In the first instance, please contact:

VIVA Travel Insurance Claims, Managing Director, Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Nottinghamshire, NG19 7AE

Email: complaints@foggtravelinsurance.com

Tel: 01403 288 421

For complaints relating to claims under Section 8: Gadget

In the first instance, please contact:

Taurus Insurance Services Limited, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar

Email: gadget.complaints@taurus.gi

Tel: 0330 041 8266

For complaints relating to claims under Section 15: Legal advice and 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

Email: customerrelations@das.co.uk

Tel: 0344 893 9013

For complaints relating to claims under Section 16: Financial failure

If **You** have a complaint, **We** really want to hear from **You**. **We** welcome **Your** comments as they give **Us** the opportunity to put things right and improve **Our** service to **You**.

Please telephone **Us** on: (020) 8776 3750.

Or write to:

The Customer Services Manager

International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Fax: (020) 8776 3751 - Email: info@ipplondon.co.uk

Please make sure that **You** quote the policy number which can be found on **Your** Schedule.

It is **Our** policy to acknowledge any complaint within 5 working days advising **You** of who is dealing with **Your** concerns and attempt to address them. **We** will provide **you** with a written response outlining **Our** detailed response to **Your** complaint within four weeks of receipt of the complaint. **You** will receive either **Our** written response or an explanation as to why **We** are not in a position to provide one within eight weeks of receipt of **Your** complaint.

Alternatively, as LMIE is a Luxembourg insurance company, **You** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances, 7, boulevard Joseph II, L-1840 Luxembourg

Telephone: (+352) 22 69 11 - 1 - email: caa@caa.lu

or

Service National du Médiateur de la consommation - Individual Consumers ONLY

Ancien Hôtel de la Monnaie, 6, rue du Palais de Justice, L-1841 Luxembourg

Telephone: (+352) 46 13 11 - email: info@mediateurconsommation.lu

or

Médiateur en Assurances

ACA, 12, rue Erasme, L-1468 Luxembourg

Telephone: (+352) 44 21 44 1

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

For all other complaints, including complaints about the sale of any section of this Policy

In the first instance, please contact:

The Complaints Manager, Switched On Insurance, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar.

Email: complaints@vivatravelinsurance.com

Tel: 0330 041 8266

If **We** cannot resolve **Your** complaint to **Your** satisfaction **You** should contact:

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

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

Tel: 0800 023 4567

Full details of their impartial complaints procedure can be found on their website:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service can only deal with **Your** complaint after **You** have followed **Our** full complaints procedure. If **You** use **Our** complaints procedure or complain to the Financial Services Ombudsman, **Your** right to take legal action against **Us** is not affected.

Online Dispute Resolution (ODR)

If **You** have purchased **Your** policy on-line, the European Commission has set up an online platform where consumers can register a complaint. **You** can find this platform at: <http://ec.europa.eu/odr>. It will ensure that **You** can complain to the right Alternative Dispute Resolution Body. In the UK this is the Financial Ombudsman Service (FOS).