

Winter Sports Insurance Policy Wording

Annual multi trip and single trip insurance

Image courtesy of Atomic Snow



ERV Winter Sports Insurance

Welcome to **ERV** Winter Sports Insurance by **ERV**, an Ergo Group Company.

ERV is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G. and trades in the **United Kingdom** as ETI International Travel Protection, Companies House Registration FC 25660 and Branch Registration BR 007939. **ERV** is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of **Our** regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **Us** on request. **Our** registration number is 220041.

Email contact@erv.co.uk

Web www.erv.co.uk

This insurance is available only to residents of the **United Kingdom** who purchase their cover before they travel.

This **Policy** is a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see **Important Information relating to Health, Activities and the Acceptance of Your Insurance** on the following page. **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 the travel 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.

The **Policy Wording**, together with **Your Policy Schedule**, and any endorsements that apply sets out the insurance protection being provided in return for **Your** premium. It also tells **You** how to make a claim and how to contact **Us**. **You** must read all of these documents carefully. Please contact **Us** immediately if this insurance does not meet **Your** requirements.

Data protection - information uses

In taking out this insurance **You** understand and give explicit consent that the sensitive health and other information **You** provide about yourself and others in **Your** party will be used by **ERV**, its associated companies, other insurers, regulators, industry bodies and agencies to process **Your** insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries, including those with limited or no data protection laws. **We** have, however, taken steps to ensure that **Your** information is held securely.

Important Information relating to Health, Activities and the Acceptance of Your Insurance

Please consider these questions very carefully in relation to You and Your travelling companions to be insured by Us. If You answer “Yes” to any of the questions please read and follow the “Steps You Need To Take”

		Steps You Need To Take
<p>1. Are You or Your travelling companions travelling or planning to travel : a. against medical advice? b. to obtain medical treatment? 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. To do this please email contact@erv.co.uk Cancellation after this time is subject to an administration fee.</p>
<p>2. Are You or Your travelling companions waiting for tests or test results for any undiagnosed condition (s) ? If No, please proceed to the next question...</p>	Yes	
<p>3. At any time during the last 5 years have You or Your travelling companions been treated for alcohol or drug addiction? If No, please proceed to the next question...</p>	Yes	
<p>4. Have You or Your travelling companions made, or tried to make, 3 or more travel insurance claims in the last 5 years? If No, please proceed to the next question...</p>	Yes	
<p>5. Do You or Your travelling companions have any unspent convictions for fraud, theft or malicious damage? If No, please proceed to the next question...</p>	Yes	
<p>6. Are You or Your travelling companions currently aware of any circumstances which are likely to lead to a claim being made under this Policy? If No, please proceed to the next question...</p>	Yes	Please email contact@erv.co.uk with full details
<p>7. Are You taking part in any Leisure Activities? If No, please proceed to the next question...</p>	Yes	This Policy only provides cover for certain Hazardous Activities and Sports depending on the cover option you purchase (Rookie, Adventurer, Pro). Please see Appendix 1 for full details.
<p>8. Are You or Your travelling companions aware that a Relative, a Close Business Associate, someone with whom You are going to stay, or any other person on whose health Your trip might depend has a health problem which might lead to cancellation or curtailment of the trip? If No, please proceed to the next question...</p>	Yes	We will not pay any Cancellation or Curtailment claims related directly or indirectly to the pre-existing medical condition of someone You are going to stay with, a relative, a close business colleague, a travelling companion or anyone on whose health Your trip may depend if you were aware of the medical condition at the time this Policy was issued, renewed or extended or Your trip was booked.
<p>9. In the last 2 years have You or Your travelling companions suffered from, been treated for or diagnosed with : a. a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like? b. a lung or respiratory-related condition (not including stable, well-controlled asthma when you or your travelling companions have no other medical condition) ? c. a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack) ? d. any form of cancer? e. an organ transplant or dialysis? f. a psychiatric or psychological condition? g. a terminal condition? h. any type of diabetes? If No, please proceed to the next question...</p>	Yes	<p>There is no cover for claims related directly or indirectly to Pre-Existing Medical Conditions.</p> <p>If You have already bought the Policy, contact :</p> <p>ERV Customer Service Tel: +44 (0)1403 788510</p>
<p>10. Have You or Your travelling companions consulted or been treated by a GP or Consultant or taken prescribed medication in the 12 months prior to : a. the date the insurance was arranged or renewed? b. the date your trip was booked (for an annual multi-trip Policy) ? If No, Thank You. You do not need to contact Us.</p>	Yes	

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Important notes

We wish to bring to **Your** attention some of the important features of **Your ERV Winter Sports Insurance Policy**. All the words and phrases in bold have special meanings and are defined under **Words with Special Meanings**.

Policy Excesses

Claims under most sections of the **Policy** will be subject to a **Policy Excess**. Where there is a **Policy Excess You** will be responsible for paying the first part of that claim. The amount of **Policy Excess** for each section of cover is shown on **Your Policy Schedule** and is payable per person per claim.

Reasonable care

You are required to take all reasonable care to protect **Yourself** and **Your** property and to act as though **You** are not insured.

Complaints

The **Policy** includes a **Complaints Procedure** which tells **You** what steps **You** can take if **You** wish to make a complaint.

Cooling off period

If this **Policy** does not meet **Your** requirements **You** may cancel it within 14 days of issue and provided that **You** have not started a trip or made or intend to make a claim, **We** will cancel the **Policy** and refund **Your** premium in full.

Hazardous Activities and Sports

The **Policy** will not automatically cover **You** when **You** take part in **Hazardous Activities and Sports**, including winter 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** (Rookie, Adventurer, Pro), in accordance with **Appendix 1**. Where cover applies it may be subject to additional special terms, conditions and exclusions and sums insured may be reduced.

Policy Wording / Policy

The **Policy Wording** contains full details of the cover provided plus the conditions and exclusions that apply. **You** must read this document carefully.

Conditions and exclusions

There are conditions and exclusions that apply to individual sections and general conditions, exclusions and terms that apply to the whole **Policy**.

Policy Schedule

The **Policy Schedule** shows important details including **Your** premium amount and details of **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

Policy renewal

(applicable to Annual multi trip policies only)
We will send **You** a Renewal Notice approximately one month prior to the expiry of the current **Policy Period**.

Reciprocal health agreements

If **You** are travelling to a European Union country **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. This will entitle **You** to benefit from the reciprocal health agreements which exist between EU countries. If **You** require medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

Fraudulent claims

The making of a fraudulent claim is a criminal offence.

Medical expenses

The **Policy** does not provide *private* healthcare unless specifically approved by **ERV's**

Assistance Company.

Personal effects / possessions claims

These are settled on an indemnity basis - not on a new for old or replacement cost basis. i.e. a deduction will be made for wear and tear and depreciation

Policy limits

Each section of the **Policy** has limits on the amount **We** will pay under that section. Some sections also include inner limits e.g. for one item or for **Valuables** in total.

Governing law

The law applicable to the part of the **United Kingdom** in which **You** reside governs **Your**

Policy. Cruises

The **Policy** will not cover **You** for trips on Cruise-ships.

Cyber-Terrorism

The **Policy** will not cover **You** for the consequences of **Cyber-Terrorism**.

Volcanic Ash

The **Policy** will not cover **You** if **Your** flight is delayed or cancelled due to atmospheric volcanic ash.

Pre-existing medical conditions

You must comply with the following conditions to have full protection under **Your Policy** :

1. **You** are not covered (for the relevant condition) for claims directly or indirectly resulting from **You** or anyone on whose health **Your** trip may depend, having suffered from, or been treated for, or diagnosed with, any of the following medical conditions in the 12 months before the issue date of **Your Policy** :
 - a. a cardiovascular or heart related condition e.g. heart attack, angina, chest pain, hypertension, and the like ;
 - b. a lung or respiratory related condition (not including asthma, when it is controlled and **You** have no other medical condition) ;
 - c. a cerebrovascular condition, e.g. stroke or T.I.A (transient ischaemic attack)
 - d. any form of cancer ;
 - e. a psychiatric or psychological condition ;
 - f. an organ transplant or dialysis
 - g. a terminal condition.
 - h. any type of diabetes
2. **You** will not be covered for any claim arising from a medical condition of someone with whom **You** were going to stay, a relative, a business associate, a travelling companion, or anyone on whose health **Your** trip may depend if **You** were aware of the medical condition at the time **Your Policy** is issued.
3. **You** will not be covered if **You** have a medical condition, if **You** are travelling against medical advice or medical advice should have been sought before commencing **Your** journey.
4. **You** will not be covered if **You** know **You** will need medical treatment during **Your** journey or **You** are travelling specifically to get medical treatment.
5. **You** will not be covered if **You** have a medical condition for which treatment is awaited as a hospital in-patient or for which diagnostic tests are pending.

Changes in health after issue of the Policy

You must tell **Us** if **Your** state of health, or that of anyone on whose health **Your** trip may depend, changes before **You** start an **Insured Journey**, i.e. if **You** or they develop a new condition or an existing condition worsens. If **You** do not tell **Us** about a change in **Your** or their medical condition **We** have the right to amend, restrict or cancel **Your** cover under this **Policy**.

Please contact **ERV** Medical Health Requirement Helpline during normal office hours, Monday to Friday, 09.00-17.00.

Tel. +44 (0) 1403 788974

Sums insured & excesses

Section	Cover	Red Cover		Black Cover	
		Sums Insured	Excess	Sums Insured	Excess
1A	Emergency medical and repatriation expenses	£5,000,000	£75	£10,000,000	£50
1B	Hospital Confinement Benefit	£100 (£20 / 24hrs)	NA	£100 (£20 / 24hrs)	NA
2	Personal accident	£10,000	NA	£25,000	NA
3	Withdrawal of Services	£300 (£20 / 24hrs)	NA	£500 (£30 / 24hrs)	NA
4	Provision of screened blood	£25,000	NA	£25,000	NA
5	Cancellation	£2,000	£75	£5,000	£50
6	Curtailment	£2,000	£75	£5,000	£50
7	Travel delay	£150 (£15 / 12hrs)	NA	£200 (£20 / 12hrs)	NA
8	Personal effects / possessions	£1,000	£75	£1,500	£50
9	Luggage delay	£150 (£50 / 12hrs)	NA	£250 (£50 / 12hrs)	NA
10	Personal liability	£2,000,000	£100	£2,000,000	£100
11	Hijack, kidnapping and mugging	£2,500	NA	£3,500	NA
12	Catastrophe	£500	NA	£500	NA
13	End supplier failure	NA	NA	£1,000	NA
14	Legal expenses	£25,000	NA	£25,000	NA
15A	Winter sports - Equipment	£750	£75	£1,000	£50
15B	Winter sports - Equipment hire	£350	£75	£500	£50
15C	Winter sports - Delayed ski equipment	£200	£75	£350	£50
15D	Winter sports - Unused ski package	NA	NA	£300	£50
15E	Winter sports - Piste closure	£250	£75	£400	£50
15F	Winter sports - Avalanche cover	£250	£75	£400	£50

Words with special meanings

Active Participation

- a) the act of any 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 any person voluntarily entering an area known at the time to be subject to War and Civil Unrest or against the advice of the Foreign and Commonwealth Office. See : www.fco.gov.uk

Assistance Helpline

ERV 's Assistance Company 's telephone line for the purposes of dealing with emergency assistance.

Bodily Injury

an injury caused solely by accidental external violent and visible means.

Cash

valid coins, bank and currency notes.

Catastrophe

avalanche, explosion, fire, flood, hurricane, lightning, medical epidemic, storm, Tsunami or tempest and volcanic activity.

Close Business Associate

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

Contamination

contamination, poisoning, or prevention and/ or limitation of the use of objects due to the effects of nuclear, chemical, biological and/ or radioactive substances.

Course Fees

fees for training, tuition or instruction with a school or college with the objective of qualifying as an accredited winter sports instructor or guide.

Cyber-Terrorism

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

Disablement

permanent total disablement resulting in **Your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind or permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes.

ERV / We / Our / Us

ERV.co.uk, a trading name of ETI International Travel Protection, (in Section 13, **We, Our, Us** and **insurer** refers to International Passenger Protection Limited, in Section 14 **We, Our** and **Us** refers to DAS Legal Expenses Insurance Company Limited.)

ERV 's Assistance Company

an assistance provider being a subsidiary in the **ERV** Group, or a third-party emergency Assistance Company appointed by **ERV**, which meets **ERV** requirements of high-quality services and capabilities.

Europe

all countries West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire.

Family and Couples

the insured and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 23 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.

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 infirmity.

Hijack

the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

Illness

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

Insured 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 / Insured Person / You / Your / yourself

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

Insured Journey

a Leisure Trip. For an annual multi-trip **Policy** a journey that is commenced within the **Policy Period** is only covered until the end of the **Policy Period** unless the **Policy** is renewed prior to expiry.

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 commenced and ended during the **Policy Period** from or within the **United Kingdom** and which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence.

Medical Practitioner

a qualified medical physician, not being an **Insured Person** or a **Relative** of an **Insured Person**.

Mugging

a violent attack on **You** with a view to theft by a person or persons not previously known to **You**.

Off-Piste

any area off of a designated and prepared marked trail or run. This includes unmarked areas between runs which are inside the resort boundary and areas located outside of the resort boundaries in the backcountry. It is important to note, ski parks, although designated and prepared, the activities conducted within have a different class of risk and would therefore require "Pro" cover.

PADI

the Professional Association of Diving Instructors.

Personal Effects

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

Personal Money

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

Policy

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

Policy Excess / Excess

the amount of money **You** will have to pay per person per claim towards the cost of a claim. **We** will deduct such **Excess** from each claim **You** make under certain sections of this **Policy**. The amount of the **Excess** per **Policy** section is shown on **Your Policy Schedule**. If **You** use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no **Excess** will apply to claims under Section 1, Cover A.

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 the **Policy Schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

Policy Schedule

the certificate of coverage, benefits and **Excess** under the **Policy**, as amended or endorsed from time to time.

Pre-Existing Medical Conditions

any past, current or recurring serious medical condition which has been diagnosed, investigated or treated at any time prior to travel, even if this condition is considered to be stable and under control.

Private Accommodation

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

Relative

mother, father, sister, brother, grandmother, grandfather, grandchild, relation in law, fiancée or **Family and Couples**

Single Item Limit

the maximum amount **We** will pay for any one article, pair or set 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, which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

Terrorism

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

United Kingdom

England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Channel Islands and the Isle of Man.

Valuables

jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to mobile phones, Blackberries, iPods, iPads, Kindles and the like and associated software.

Valuables Endorsement (Gadget Cover)

subject to payment of an additional premium the sum insured (**Single Item Limit**) for cover of **Your** camera, MP3 player, mobile/ smart phone and laptop/ tablet computer is increased up to the amount specified on the **Valuables Endorsement** shown on **Your Policy Schedule**.

War and Civil Unrest

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

Weapons of Mass Destruction

the use of atomic, biological or chemical weapons or Contamination.

Winter Sports Equipment

skis, mono-ski or snowboard, ski boots, ski bindings and ski sticks.

Withdrawal of Services

the failure of all water, gas or electricity supply or **Withdrawal of Services** such that no room-cleaning is provided or no food is served in **Your** hotel or accommodation, where such supplies and services are part of **Your** prepaid package.

General Policy conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. Certain sections of cover have certain additional conditions, which **You** must also comply.

Age limitation

Cover is not provided to any person aged 69 or over at the start of the **Policy Period**. Cover is only provided to persons aged 65-69 if they have paid the appropriate additional premium, and the cover provided may be reduced. Please read the **Policy** carefully.

UK Residents

This insurance only provides cover to persons who are ordinarily resident in the **United Kingdom**.

Cancelling the Policy

You may cancel this **Policy** within 14 days of its issue and provided that **You** have not started a trip or made or intend to make a claim. **We** will cancel the **Policy** and refund **Your** premium in full. If **You** choose to cancel and a claim has been made under this **Policy** during the **Policy Period** or an **Insured Journey** has been started, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Policy Period** will be refunded pro rata.

Start of cover

Cover for cancellation starts on the *Cover Start Date* shown on **Your Policy Schedule**, or from the date an **Insured Journey** is booked (whichever is later) provided the booking is within the **Policy Period**, and ends with the start of the **Insured Journey**. In respect of all other insurance in the **Policy**, cover starts from the effective date when **You** leave **Your** usual place of residence to start an **Insured Journey**, and continues until the time of **Your** return to **Your** usual place of residence on

completion of the **Insured Journey**.

Domestic travel cover

Domestic holidays (within the **United Kingdom**) that include a flight or pre-booked overnight accommodation away from **Your** normal place of residence, are covered subject to all other **Policy** terms and conditions.

Family members

Family members are only insured under this **Policy** if they are named on the **Policy Schedule** and the appropriate premium has been paid. Children are only covered when travelling with **You** or **Your** spouse or partner.

Maximum duration

Any one **Leisure Trip** covered by an annual multi-trip **Policy** is limited to a maximum of 31 days for Red Cover and 62 days for Black Cover. Any one trip covered by a single trip **Policy** is limited to a maximum of 276 days.

Medical examination

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

Taking care

You must take all reasonable steps to avoid anything which may result in a claim under this **Policy**, which may increase the liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense.

Third Party Contracts Act

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.

Transferring Your interest in the Policy

You cannot transfer **Your** interest in this **Policy** to anyone else.

General Policy exclusions

These exclusions apply to all sections of **Your Policy**. Individual sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover.

We will not pay for any loss of any kind that does not arise as a direct and foreseeable result of an **Insured Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. In addition, **We** will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss :

Active Participation

Aviation

flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft.

Criminal acts

any criminal act deliberately or intentionally committed by an **Insured Person**.

Cruises

trips on cruise-ships unless **You** have declared this to **Us**, paid an additional premium and “Cruise Cover” is shown on **Your Policy Schedule**.

Cyber-Terrorism

any consequences of **Cyber-Terrorism** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

Decompression

any claim arising as result of flying less than 24 hours after a scuba dive.

Default

the negligence, error or omission of :

- a. the **Insured Person** ; or
- b. any provider of transport or accommodation ; or
- c. any agent or online booking service through whom travel arrangements were made ; or
- d. any **Close Business Associate** or Relative

Depreciation

depreciation, wear and tear and currency exchange losses.

Disinclination

unwillingness or refusal to travel.

Mental illness

incidents arising out of **Your** psychological or psychiatric disorder, or any condition of anxiety stress or depression diagnosed prior to an **Insured Journey**.

Nuclear energy

including nuclear reactions, radiation and **Contamination**.

Pre-existing medical conditions

those conditions as defined.

Pressure waves

the transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Rescue

air and/or sea search and rescue.

Self-injury

intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or of a drug, including “legal highs” or drugs, other than those medically prescribed (but excluding those prescribed in the treatment of drug addiction), or substance or solvents abuse.

Terrorism

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.

War and Civil Unrest

including any action taken in controlling, preventing, suppressing or in any way relating to **War and Civil Unrest**, unless **You** are in an area subject to **War and Civil Unrest** at the outbreak of hostilities, in which case you will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that you take the first reasonable opportunity to leave the area. If **You** fail to take such an opportunity all cover under this **Policy** will end.

Weapons of Mass Destruction

Claims conditions

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 **ERV Claims Service** as soon as possible upon the occurrence of any **Insured Event** that may give rise to a claim. Cover will not apply if **You** notify **ERV** more than 30 days (claims under Section 14 more than 180 days) after the occurrence of any **Insured Event**.

1. Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
2. Contact **ERV Claims Service** during normal office hours, Monday to Friday, 09.00 to 17.00,

Tel. +44 (0) 1403 788 983
Email info@ervinssvs.co.uk

as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.

3. In respect of Section 13 - End Supplier Failure please contact International Passenger Protection Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR.

Tel +44 (0)20 8776 3752,
Fax +44 (0)20 8776 3751
Email info@iplondon.co.uk
4. In respect of Section 14 - Legal Costs and Expenses please contact DAS Legal Expenses Insurance Co. Ltd., DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Tel. +44 (0) 117 934 0548
Fax. +44 (0) 117 934 2109
5. Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

Cancellation or curtailment

1. If **You** cancel **Your** trip for medical reasons, obtain a claim form from **ERV** Claims Service or download one from **Our** website www.erv.co.uk/claims **Your** own **Medical Practitioner** (GP) should complete the certificate / declaration on the claim form. If the holiday is curtailed for medical reasons, obtain a medical certificate from the treating **Medical Practitioner** in the locality where the incident occurred.
2. Keep receipts and account for all expenses incurred.
3. Notify the tour operator or travel agency where **Your** trip was booked, if applicable.
4. Contact **ERV** Claims Service as soon as **You** know that there is a possibility of **Your** journey not taking place.
5. Obtain authorisation from **ERV** Claims Service or **ERV's Assistance Company** before incurring any expenses in curtailing **Your** trip.

Medical and medical-related expenses

1. Showing **Your 'Safety on Snow' Card** (please allow up to 7 working days for

delivery after **You** purchase this insurance) is a quick and easy way of confirming **Your** travel insurance details to rescue, transport or medical service providers. In most cases such providers in **Europe** will charge **Us** directly and **You** will only need to pay the **Policy Excess** at the time of treatment.

2. Most providers will give **You** a claim form (or download one from www.erv.co.uk/ claims or contact **ERV** Claim Service) which **You** should fill in and send to **ERV** Claims Service, together with receipts for any medical costs **You** may have had to pay yourself such as prescription charges and the like. If **You** receive treatment as an outpatient **You** can wait until **You** return home to send **Us** **Your** claim. **You** must obtain and provide **Us** with original receipts.
3. If **You** are admitted to a hospital or clinic as an in-patient, **ERV's Assistance Company** must be notified immediately, before incurring expenses and in any event within 48 hours.
4. **You** should provide them with:
 - i. **Your 'Safety on Snow'** Card number
 - ii. A contact telephone number for **You**
 - iii. The name and contact details of the hospital or clinic including telephone
 - iv. The name and age of the patient
 - v. A description of the medical problem
5. If **You** are travelling within the European Economic Area and carrying the European Health Insurance Card, **You** should use the Card to reduce the claim. If **You** do so the **Policy Excess** will not apply.

Travel delay and disruption

1. Note that **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for 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.
2. To make a claim under the **Policy**, **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.

3. Contact **ERV** Claims Service on **Your** return to obtain a claims form or download one from **Our** website www.erv.co.uk/claims.

Personal Effects / Possessions

1. For all loss or damage in transit claims, including delayed **Personal Effects / Possessions** report to the airline, railway company or 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. In the event of baggage delay, retain receipts for the purchase of essential replacement items.
4. **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
5. Contact **ERV** Claims Service on **Your** return to obtain a claims form or download one from **Our** website www.erv.co.uk/claims.
6. **You** must retain and produce at **Your** own expense all receipt, reports and documentary evidence required by **Us** to support **Your** claim.

No interest

No interest shall be added to any claims payments.

Other insurance

If any **Insured Person** claims under this **Policy** for something which is also covered by another insurance **Policy**, including credit card insurance, the **Insured Person** must provide **ERV** with full details of the other insurance **Policy**. **We** will only pay **Our** pro rata 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 **ERV** (or IPP in respect of section 13 and DAS in respect of section 14).

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 death, have a post mortem examination of **Your** body. **You** will supply, at **Your** own expense, a doctor 's certificate in the form required by **Us** in support of any medical-related claim under the **Policy**.

Helplines

ERV Emergency Assistance

Tel. +44 (0) 1444 476 000

Tel. +1 844 780 0494 (USA & Canada)

ERV Claims Service (non medical claims)

Tel. +44 (0) 1403 788 983

Claims Forms (Non-emergency)

Visit **Our** website to download a claim form and information sheet : www.erv.co.uk/claims or call

Tel. +44 (0) 1403 788 983

Complaints Procedure

We sincerely hope **You** will not need to complain about **Your** insurance **Policy** or claims settlement. However, if **You** do wish to complain under sections 1-12 or 15 please forward details of **Your** complaint to :

The Managing Director
ERV ,Afon House, Worthing Road,
Horsham, West Sussex RH12 1TL, England

Email contact@erv.co.uk

Web www.erv.co.uk

If **You** wish to complain under Section 13 - End supplier failure please forward details of **Your** complaint to :

The Managing Director
International Passenger Protection Limited,
IPP House,, 22-26 Station Road
West Wickham, Kent BR4 OPR.

If **You** wish to complain under Section 14 - Legal costs and expenses please forward details of **Your** complaint to :

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

If the matter still cannot be resolved to **Your** satisfaction **You** should write to :

The Financial Ombudsman Service
Exchange Tower
London, E14 9SR
www.financial-ombudsman.org.uk

The Financial Ombudsman Service can only deal with **Your** claim after **You** have followed the full complaints procedure. If **You** use the 'Complaints procedure', **Your** right to take legal action against ERV, IPP or DAS is not affected.

Section 1 - Emergency medical and repatriation expenses

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If **You** sustain actual **Bodily Injury** or suffer **Illness** outside **Your** country of residence, **We** will indemnify / pay the reasonable and / or customary costs / expenses up to but not exceeding the sum insured shown in **Your Policy Schedule** which are necessarily incurred in respect of the following :

A. Emergency Medical and Transportation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges (semi-private ward), nursing home and additional accommodation during recuperation
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

Exclusions applying to Section 1 A

What is not covered

1. Admission to a private hospital / clinic unless approved by **ERV** ' s Assistance Company.
2. Private room accommodation in a hospital / clinic.
3. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and / or supply.
5. Any costs arising from **Your** Normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease of complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal

childbirth would not constitute an unforeseen event.

6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medication which were known to be required or continued during the **Insured Journey**.
8. Costs of health or medical treatment provided in **Your** country of residence.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **Your** return to **Your** country of residence.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet. .
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **You** have used the European Health Insurance Card to reduce the claim, in which case no **Excess** applies. Please refer to **Your Policy Schedule**.

B. Hospital Confinement Benefit

1. An amount is provided, as shown in **Your Policy Schedule**, for each 24-hour period that **You** are admitted to a hospital as an inpatient or held in compulsory quarantine outside **Your** country of residence.

C. As a result of the hospitalisation of an Insured Person, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort such Insured Person or similar expenses for a travel companion staying with You.

1. Reasonable transport and accommodation expenses (room only) of one **Relative** or friend required on medical advice and authorised by **ERV Claims Service** or **ERV's Assistance Company** to travel to **You** and/or remain with **You**.
2. **ERV** travel insurance for a person summoned or a travel companion staying with **You**.
3. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address.
4. Reasonable additional accommodation expenses (room only) incurred by **You** beyond the number of days pre-booked in the event of serious **Bodily Injury** or **Illness** for which a claim is admitted under section 1 A.
5. Cover in **Your** country of residence applies but is limited to £1,000.

Exclusions applying to Section 1 B, C

What is not covered

1. An escort may not be summoned and covered under this **Policy** if the **Insured Person** is to be repatriated or released from the hospital/clinic within the following three days unless the hospitalised **Insured Person** is less than 18 years of age.
2. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
3. **Policy Excess** applies. Please refer to **Your Policy Schedule**.

D. Repatriation or Evacuation of the Insured Person as a consequence of a sudden illness, an accident, serious assault/rape or witnessing a traumatic Insured Event.

1. Costs of **Your** repatriation to **Your** country of residence or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home.
3. Repatriation of accompanying **Family** members in case an **Insured Person** has been hospitalised or has died.
4. **ERV** travel insurance for one person summoned.
5. Cover in **Your** country of residence applies but is limited to £1,000.

Exclusions applying to Section 1 D

What is not covered

1. Any costs of repatriation or evacuation as a result of **You** taking part in excluded **Hazardous Activities and Sports** or from a **War Risks and Civil Hazards** area.
2. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

E. Funeral expenses and body repatriation

1. Cost of returning **Your** body or ashes to **Your** home address or burial or cremation in the country in which death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one **Relative** to travel out and accompany the remains.
3. Cover in the **United Kingdom** applies but is limited to 50% of the sum insured.

Exclusions applying to Section 1 E

What is not covered

1. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

Additional conditions applying to Section 1

- a. All coverage under this Section must be prescribed or recommended by a **Medical Practitioner**. If **You** are admitted as an in-patient in a hospital/ clinic **You** must notify **ERV's Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification to **ERV's Assistance Company**, then **ERV** is only liable for such costs as **ERV** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
- b. **ERV's Assistance Company's** doctors have the authority on behalf of **ERV** to decide whether or not a repatriation is preferable based on an evaluation of the medical condition of the **Insured Person**.
- c. In case of repatriations/evacuation, **ERV** decides the transport mode considering the medical condition and requirements of the **Insured Person** and the accessibility of his location. The transport can be carried out by air-ambulance, helicopter, scheduled or charter aeroplane, train, ambulance, taxi and the transport may be conducted together with other persons e.g. on scheduled or charter flights
- d. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation (WHO) or any public UK health authority prior to **Your** travel, including any malaria medications recommended. If **You** fail to take such precautions and it is determined

that the **Illness** is a result of **Your** negligence **Your** cover under Section 1 may be void.

- e. **ERV** will provide repatriation by scheduled or charter flights in economy class where it is available and meets the medical needs of the **Insured Person**.

Section 2 - Personal accident

What is covered

This part of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person**, not exceeding the sum insured set out in the **Policy Schedule**, who sustains **Bodily Injury** as a sole and direct result of an accident during the **Insured Journey** giving rise to:

A. Death occurring within 12 months of the incident

1. Persons aged 18 to 64 years : 100% of the sum insured shown on the **Policy Schedule**.
2. Persons under the age of 18 years or aged 65 to 69 : 10% of the sum insured shown on the **Policy Schedule**.

Exclusions applying to Section 2 A

What is not covered

1. Persons aged 70 or over (at the start of the **Policy Period**)

B. Disablement

1. Persons aged 18 to 64 years : 100% of the sum insured shown on the **Policy Schedule**.
2. Persons under the age of 18 years or aged 65 to 69 : 10% of the sum insured shown on the **Policy Schedule**.

Exclusions applying to Section 2 B

What is not covered

1. Persons aged 70 or over (at the start of the **Policy Period**).

Additional conditions applying to Section 2

- a. Compensation for **Disablement** will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- b. **Disablement** is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insured Event** causing **Bodily Injury**.
- c. It is a condition for payment of **Disablement** compensation under section 2 B that the **Insured Person** is alive on the date of payment.
- d. **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
- e. If an **Insured Person** disappears 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 death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
- f. Any **Disablement** compensation that has been paid in connection with an **Insured Event** subsequently resulting in death will be death.
- g. The degree of **Disablement** for loss of several parts of the body cannot exceed 100% of the sum insured for **Disablement**.
- h. A pre-existing **Disablement** does not entitle the **Insured Person** to any higher assessment of compensation than if such **Disablement** had not previously existed.
- i. If an **Insured Person** is insured under more

than one of **Our** policies, **We** will not pay out more than the highest sum insured under any one of **Our** policies in total.

- j. If several **Insured Persons** suffer **Bodily Injury** in the same **Insured Event**, **Our** aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.
- k. The **Insured Person** (or in case of death, the deceased's personal representatives (next of kin)) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and /or death certificates as requested.
- l. The **Policy** does not cover Personal Accidents which are a consequence of an act of **Terrorism**.
- m. The **Policy** does not cover **Bodily Injury** if the **Bodily Injury** is a consequence of excluded **Hazardous Activities and Sports** listed in Appendix 1.
- n. In the event of the death or **Disablement** of an **Insured Person** as a result of undertaking **Hazardous Activities and Sports** as listed in Appendix 1, the benefit is reduced to the percentage of the sum insured in accordance with Appendix 1.

Section 3 - Withdrawal of services

What is covered

This part of the **Policy** sets out the cover **We** provide in total per **Insured Person**, not exceeding the sum insured set out in the **Policy Schedule**, in total per **Insured Journey**.

A. Where a Withdrawal of Services has occurred continuously for more than 24 hours during Your Insured Journey and an alternative arrangement has not been made by the accommodation provider, tour operator or agent, We will compensate You in accordance with Your Policy Schedule.

Exclusions applying to Section 3

What is not covered

1. **Strike or Industrial Action** existing or announced on the date **You** bought the insurance.
2. Services or supplies which were not part of **Your** prepaid package.
3. **Withdrawal of Services** if **You** do not obtain written confirmation from **Your** accommodation provider, tour operator or agent to substantiate **Your** claim.

Section 4 - Provision of screened blood

What is covered

This part of the **Policy** sets out the cover **We** provide in total per **Insured Person**, not exceeding the sum insured set out in the **Policy Schedule**, in total per **Insured Journey** in the event of emergency medical need of Screened Blood to be forwarded for the treatment of an **Insured Person** during an **Insured Journey**.

A. The provision of Screened Blood, resuscitating fluids and sterile medical equipment to the nearest airstrip used by scheduled carriers and the onward transportation of such supplies to the place of treatment by the fastest means reasonably available.

1. Cost and charges of such provision up to the sum insured.

Exclusions applying to Section 4

What is not covered

1. If supplies are needed as a result of : elective surgery, pre-existing chronic blood disorders, or Self-injury.
2. Anything mentioned in the General **Policy** exclusions.

Additional conditions applying to Section 4

- a. The existence of any emergency medical need will be determined by the treating **Medical Practitioner** in conjunction with the authorised physician of **ERV** or **ERV's Assistance Company** taking into account the medical condition of the **Insured Person** and the safety of local supplies.

Section 5 - Cancellation

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule**, following necessary and unavoidable cancellation of an **Insured Journey**.

A. All travel charges and Course Fees which You have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the trip which You are necessarily required to cancel as a result of :

1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a Close Business Associate or a friend with whom **You** have arranged to travel or stay).
2. **You** or any person with whom **You** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the trip, except as an expert witness in a professional capacity.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **You** intend to travel provided that such notice of redundancy is advised to **Us** within 14 days of its announcement.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after **We** have accepted this insurance.
5. **You** or any person with whom **You** have arranged to travel or stay being subjected to serious assault /rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.

Exclusions applying to Section 5

What is not covered

1. Any cancellation of a trip which was booked prior to the **Policy Period**.
2. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** trip.
3. Any costs arising from **Your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover

for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

4. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
5. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
6. Any cancellation of a trip due to the risk of contracting an epidemic or pandemic virus / Illness unless the Foreign and Commonwealth Office has currently issued a recommendation “not to travel”.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel.
8. Any charges in respect of the **Insured Journey**
 - i. for which there is no contractual liability ; or
 - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any claim arising from a psychological/ mental illness suffered by **You** or a **Relative** whether travelling or not.
12. Any **Course Fees** where **Your** Cancellation is due to the failure of a course provider to deliver the pre-booked course or due to **Your** failure to meet the standards required.
13. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Additional conditions applying to Section 5

- a. **You** are obliged to immediately advise **Us** of any changed circumstances which become apparent after the date of issue of the **Policy** and before commencement of any trip during the **Policy Period** which **You** could reasonably foresee as likely to give rise to a claim under the **Policy**. **We** reserve the right to alter the terms of insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **You** in respect of loss of deposits or charges, which **You** have necessarily incurred up to the date of advice to **Us** of such changed circumstances.

Section 6 - Curtailment

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule**, following necessary and unavoidable curtailment of an **Insured Journey**.

A. All reasonable additional travel expenses incurred by **You** in returning to **Your** home address in **Your** country of residence and irrecoverable Course Fees where such return is urgently necessitated by :

1. The death, serious **Illness** or severe injury of **Your Relative** or **Close Business Associate**, where such **Relative** or **Close Business Associate**, is resident in **Your** country of residence.
2. **Your Kidnap** or the **Hijack** of the scheduled public transport in which **You** are travelling.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **You** are travelling provided that such notice of redundancy is advised after **Your** departure.
4. **Your** private dwelling becoming uninhabitable

following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after commencement of the **Insured Journey**.

5. **You** or any person with whom **You** are travelling or staying, being subject to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.

Exclusions applying to Section 6

What is not covered

1. Any curtailment of a trip which was commenced prior to the **Policy Period** unless declared to and accepted by **Us**.
2. Any curtailment as a consequence of **Terrorism** including **Your** fear of remaining where you are or continuing **Your** trip as planned.
3. Any curtailment of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office has issued a recommendation "not to travel" after **Your** departure from the UK.
4. Any costs arising from **Your** Normal Pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
5. Any expense following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
6. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** commenced **Your** trip.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail.
8. Any charges in respect of the **Insured Journey**
 - i. for which there is no contractual liability ; or
 - ii. which are recoverable elsewhere.

9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any **Course Fees** when **Your** curtailment is due to the failure of a course provider to deliver the pre-booked course or due to **Your** failure to meet the standards required.
12. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Additional conditions applying to Section 6

- a. Provided that a trip is curtailed due to **Your Bodily Injury or Illness**, a **Medical Practitioner** at the resort or the nearest town must confirm that such Curtailment was medically necessary. All Curtailment costs must be authorised in advance by **ERV's Assistance Company**.

Section 7 - Travel delay and disruption

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule**, following travel delay and disruption.

A. Travel Delay on Outward Journey

Delay to departure of at least twelve hours due to failure or delay of pre-booked public means of transport on which the **Insured Person** is scheduled to travel.

1. An amount as shown on **Your Policy Schedule** for each full twelve-hour period that **You** are delayed or,

2. The full deposit or cancellation charges (non-recoverable) if after 48 hours delay to **Your** outward journey from **Your** country of residence, **You** choose to cancel the holiday / journey. Such compensation cannot exceed the sum insured for Cancellation (Section 5).

Exclusions applying to Section 7 A

What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **Your** trip was booked.
2. Costs or charges for which the airline will compensate **You**.
3. Circumstances which could reasonably have been anticipated at the date **You** bought the **Policy** or booked the **Insured Journey**.

B. Travel Disruption, Missed Departure or Catching up the Scheduled Itinerary occurring after having commenced the Outward Journey or in connection with the Return Journey

Disruption of scheduled travel itinerary due to failure or delay of pre-booked public means of transport (to intermediary or return airports), or the missing of any pre-booked flight connection as a result of a failure or delay of any flights on which **You** are travelling.

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking until the **Insured Person** is able to resume the scheduled itinerary.

Exclusions applying to Section 7 B

What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **Your** trip was booked.

2. Costs or charges for which the airline or provider of transport or accommodation will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date **You** bought the **Policy** or booked the **Insured Journey**.

C. Travel Delay occurring en route to point of departure (outward or return journey) resulting in a Missed Departure

An accident or breakdown involving the car or public means of transport in which **You** are travelling, or an accident causing a traffic holdup or in which **You** are involved by providing first aid which causes **You** to arrive at the airport, port or station **You** are leaving from too late to commence the pre-booked planned journey.

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking up to the sum Insured.

Exclusions applying to Section 7 C

What is not covered

1. Delay caused by **Strike or Industrial Action** that started or was announced before **Your** trip was booked.
2. Costs or charges for which a car rental company, a transport provider or other insurance Policy will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date **You** bought the **Policy** or booked the **Insured Journey**.

Additional conditions applying to Section 7

Each **Insured Person** must :

- a. Take all reasonable steps to complete the scheduled journey on time.
- b. Check in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption,
- c. Comply with minimum check-in and connecting times or if not published allow 2 hours on international flights and 1 hour on domestic flights.
- d. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
- e. Obtain a motor breakdown service or repairer's report if **You** miss **Your** departure due to the breakdown of the private vehicle in which **You** were travelling.
- f. Obtain a police accident report if **You** miss **Your** departure because the private vehicle in which **You** were travelling was involved in an accident, or **You** were withheld as a witness.
- g. Obtain written confirmation from the public transport provider if **You** miss **Your** departure due to the failure or delay of the means of public transport on which **You** were travelling.
- h. Apply in a timely manner to the airline or carrier for compensation **You** are entitled to under EU Regulation No. 261 / 2004 "Air Passengers Rights".

Section 8 - Personal effects/ possessions

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in **Policy Schedule** for the loss, damage or theft of **Personal Effects/ Possessions**.

A. Accidental loss, damage or theft of Personal Effects/ Possessions

Loss of or theft of or damage to **Personal Effects/ Possessions** belonging to **You. We** will cover at **Our** option:

1. cost of replacement as new for items up to 1 year old; or
2. the intrinsic value of items more than 1 year old; or
3. the cost of repair if more economical.

subject to **Us** not paying more than the sum insured in total or more than any **Single Item Limit** and **Valuables** limits set out in the **Policy Schedule**.

Exclusions applying to Section 8 A

What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
 - i. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging;
 - ii. due to atmospheric or climatic conditions;
 - iii. during any process of cleaning, dyeing, repairing or restoring;
 - iv. to **Sports Equipment** while in use;
 - v. due to mechanical or electrical breakdown or derangement;
 - vi. to any items being shipped as freight or under a bill of lading;

- vii. to **Personal Effects/ Possessions** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
 - viii. as a result of **Valuables**, fragile articles or electrical equipment being packed in suitcases or similar receptacles whilst in transit;
 - ix. to optical equipment or contact lenses.
4. Any loss of unattended items left in a public place, or at **Your** lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
 5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
 6. **Policy Excess** may apply. Please refer to the **Policy Schedule**.

B. Accidental loss or theft of Personal Money and travel documents

Accidental loss or theft of **Personal Money**, passport, flight tickets and other travel documents belonging to the **Insured Person** (whilst on the **Insured Person**, in a safety deposit box within a hotel or bank or whilst in securely locked **Private Accommodation**) up to the sum insured as shown in **Your Policy Schedule** including the sub limit for **Cash**. Cover is provided during the **Insured Journey** and up to 72 hours before and after the **Insured Journey**.

1. If the **Insured Person** is under the age of 18 **We** will not pay more than 20% of the sum insured for loss of **Personal Money**.
2. Reasonable additional costs incurred in obtaining replacements.

Exclusions applying to Section 8 B

What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses :
 - i. occurring as a result of **Personal Money** being packed in suitcases or similar receptacles whilst in transit ;
 - ii. arising due to non-compliance with any of the terms of issue of any **Personal Money** ;
 - iii. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained ;
 - iv. occurring as a result of **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers.
3. Any loss of unattended money left in a public place, or at **Your** lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless in a locked glove or boot compartment and the vehicle shows signs of forced entry.
4. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Additional conditions applying to Policy Section 8

- a. If any **Personal Money** is lost by or stolen from an **Insured Person**, then it shall be a condition of payment of such a claim that the **Insured Person** reports such loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
- b. **We** shall only be responsible for losses of **Personal Money** or **Cash** to the extent **You** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
- c. Original purchase receipts will be required for items of luggage, clothing or **Personal Effects** where these are less than one year old.

Section 9 - Luggage delay

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule** for the delay of **Personal Effects/Possessions** by more than twelve hours after the actual arrival time of the **Insured Person**.

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.
2. In the event that no emergency purchases are made a cash benefit of £40 is available per **Insured Person**.

Exclusions applying to Section 9

What is not covered

1. Losses in respect of any **Personal Effects / Possessions** which are
 - i. delayed on a return journey to the usual place of residence ; or
 - ii. whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

Additional conditions applying to Section 9

- a. Baggage which fails to arrive in a timely manner must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained.
- b. Any payment made for delay under Section 9 will be deducted from any subsequent payment made for loss, theft or damage under Section 8.

Section 10 - Personal liability

What is covered

This part of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule**, in relation to personal liability.

A. Costs and expenses for which an Insured Person is legally liable in a personal capacity in respect of accidents happening during the Policy Period resulting in :

1. Loss of or damage to material property not belonging to, in the charge of or under the control of **You** or a member of **Your Family** or household or of a person in **Your** service.
2. **Bodily Injury**, death or disease to any third-party person, not otherwise being an **Insured Person** or a member of **Your Family** or household or in **Your** service.

The indemnity provided by this section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **You** with **Our** written consent.

In the event of **Your** death **Your** personal representative will receive the benefit of the cover provided by this section.

Exclusions applying to Section 10

What is not covered

1. Where legal liability arises directly or indirectly out of the **Insured Person**'s
 - i. trade profession or business ;
 - ii. having incurred contractual liability unless such liability would have attached in any event in the absence of such contract ;

- iii. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts ;
- iv. having transmitted disease to other persons via infection or otherwise ;
- v. wilful, malicious or criminal acts ;
- vi. ownership, possession or use of animals or firearms ;
- vii. ownership of any land or buildings.

2. Any liability arising out of actions between **Insured Persons**.
3. Any fines or other penalties.
4. Legal liability in respect of loss or damage to any property owned or held in trust by or in the custody or control of the **Insured Person** other than the use of hotel and similar temporary accommodation.

Additional conditions applying to Section 10

- a. If **You** know of any **Insured Event**, which may result in a claim under this section **You** must :
 - i. inform **Us** in writing without delay ;
 - ii. send all correspondence and legal documents to **Us** unanswered ;
 - iii. refrain from discussing liability with any third party.
- b. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
- c. **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.
- d. **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.

- e. If several **Insured Persons** (named on the **Policy Schedule**) are involved in the same **Insured Event**, **Our** aggregate limit shall not exceed £2,000,000 unless otherwise specified in the **Policy Schedule**. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Section 11 - Hijack, Kidnap and mugging

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in **Policy Schedule**, in respect of :

A. The Kidnap of an Insured Person or the Hijack of the means of transport on which an Insured Person is travelling

The reasonable costs of :

1. Negotiating or attempting to negotiate **Your** release.
2. Security counselling from specialist professional advisers.
3. Psychological counselling for an **Insured Person** or his/her **Family**.
4. Travel and accommodation cost (room only) incurred by up to two **Family** members when travelling to a destination near the **Kidnap** or **Hijack** incident, when such incident has lasted for more than seven days.
5. **ERV** travel insurance to cover the travel of two Family members as per item 4 above.
6. **Hijack / Kidnap** benefit per day for each full 24 hours that an **Insured Person** is detained as specified on the **Policy Schedule**.

Exclusions applying to Section 11 A

What is not covered

1. Any ransom or other amounts or property paid in relation to the release of a Kidnapped or **Hijacked Insured Person**.
2. Any **Kidnap** or **Hijack** in a **War Risks and Civil Hazards Area**.

B. The Hospitalisation of an Insured Person following a Mugging attack

1. A fixed sum in personal compensation for the mugged **Insured Person** as specified on the **Policy Schedule**.

Exclusions applying to Section 11 B

What is not covered

1. **Mugging** which does not necessitate hospitalisation.
2. Claims not supported by a written police report.

Additional conditions applying to Section 11

- a. If several **Insured Persons** are involved in the same **Insured Event**, **Our** aggregate limit shall not exceed £50,000.
- b. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Section 12 - Catastrophe

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in **Policy Schedule**, in respect of :

A. The Disruption of Your trip by a Catastrophe

1. Reasonable additional accommodation and travel expenses necessarily incurred to return to **Your** home or go to an alternative destination or continue to the booked destination via an alternative route, in the event that **Your** trip is disrupted by a **Catastrophe**.

Exclusions applying to Section 12

What is not covered

1. Circumstances already known at the time of buying this insurance or booking the **Insured Journey**.
2. Claims not supported by a written report from the appropriate authorities.
3. Claims that are not justifiable given the circumstances, for example ; the fear of an event happening or not taking place.
4. **Your** decision not to remain in **Your** booked accommodation or to continue **Your** planned itinerary when official directives from local authorities state that it is acceptable to do so.
5. Any expense recoverable from the tour operator, airline, hotel, provider of services or elsewhere.

Additional conditions applying to Section 12

- a. If several **Insured Persons** are involved in the same **Insured Event**, **Our** aggregate limit shall not exceed £50,000.
- b. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Section 13 - End supplier failure

This section of cover only applies if **You** have chosen the “Black Cover” option, paid the corresponding premium and “Black Cover” is shown on **Your Policy Schedule**.

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, **United Kingdom** and is underwritten by Certain Underwriters at Lloyd's (**The Insurer**).

The insurer will pay up to the invoice cost stated in the **Policy Schedule** in total for each **Person-Insured** for :

1. Irrecoverable sums paid in advance in the event of insolvency of the Scheduled Airline, Hotel, Train Operator, Coach Operator, Car Hire Company, Caravan Site, Campsite, Mobile Home, Camper Rental, Theme Park such as Disney Land Paris or known as the End Supplier of the travel arrangements not forming part of the inclusive holiday prior to departure ; or
2. In the event of insolvency after departure :
 - a. additional pro rata costs incurred by the **Person-Insured** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements ; or
 - b. if **curtailment** of the holiday is unavoidable
 - the cost of return transportation to the **United Kingdom**, Channel Islands, Isle of Man or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

PROVIDED THAT in the case of 2 (a) and (b) above, where practicable the **Person-Insured** shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out below.

Exclusions applying to Section 13

What is not covered

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Northern Ireland prior to departure.
2. The financial failure of
 - a. any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known as at the date of application for this **Policy**
 - b. any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
 - c. any travel agent, tour organiser, booking agent or consolidator with whom the **Insured Person** has booked travel or accommodation.
3. Any loss for which a third party is liable or which can be recovered by other legal means.
4. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach **Your** pre booked hotel following the financial failure of an airline.

Claims procedure (for International Passenger Protection Claims only)

Any occurrence which may give rise to a claim should be advised promptly and in any event within 14 days to:

International Passenger Protection Claims Office,
IPP House, 22-26 Station Road, West
Wickham, Kent BR4 0PR, United Kingdom

Tel. +44 (0) 20 8776 3752

Fax. +44 (0) 20 8776 3751

Email info@iplondon.co.uk

Section 14 - Legal expenses

Important - cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**)

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

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

What DAS will pay

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

- a. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is **£25,000**
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**
- 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, accountant or other suitably qualified person **DAS** will appoint to act on behalf of the **insured Person**.

Costs and expenses

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

Countries covered

Worldwide

DAS Standard Terms of Appointment

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

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 person

The person stated on the Policy certificate 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

For civil cases, the prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), makes 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**.

DAS

DAS Legal Expenses Insurance Company Limited.

Insured incident

A specific or sudden accident that causes death or **Bodily Injury** to the **insured person**.

Exclusions applying to Section 14 Also see General Exclusions

What is not covered

DAS will not pay for the following:

1. A claim where an insured person has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **costs and expenses** incurred before **DAS'** written acceptance of a claim.
4. any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
5. any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to an **insured person**.
6. defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
7. any claim relating to clinical negligence.
8. Fines, penalties, compensation or damages that a court or other authority

- orders an **insured person** to pay.
9. 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**.
 10. Any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.
 11. Any claim relating to written or verbal remarks that damage an **insured person's** reputation.
 12. A dispute with **DAS** not otherwise dealt with under section condition 7.
 13. **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
 14. A claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 15. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
 16. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
 17. A claim against **Us, Our** agent, tour operator or travel agent.
 18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **insured person** travelling by air.

Additional conditions applying to Policy Section 14

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer 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** or **DAS'** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
 - c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
 - d. The appointed representative must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
 - b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to.
3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS** written consent.
 - b. If an **insured person** does not accept

a reasonable offer to settle a claim, **DAS** may refuse to pay further **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 on behalf of an **insured person**. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
 - d. Where a settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **DAS**.
4. a. An **insured person** must instruct the **appointed representative** to have **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 and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
 5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles or withdraws a claim without **DAS**' agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **DAS** has paid.

7. If there is a disagreement between an **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS**' internal complaints procedure, an **insured person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **DAS** and an **insured person**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
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 makes a successful defence.
9. An **insured person** must:
 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **DAS** asks for, in writing, and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS**' discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
 - a. a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b. a false declaration or statement is made in support of a claim.

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

Eurolaw Legal Advice

DAS will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

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

To help check and improve service standards, **DAS** records all inbound and outbound calls. To contact the above service, phone **DAS** on +44 (0) 117 934 0548. When phoning, please quote **Your** Policy number.

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

Section 15 - Winter sports

IMPORTANT NOTE

The **Policy** will NOT automatically cover **You** when **You** take part in all winter 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** (*Rookie*, *Adventurer*, *Pro*), in accordance with Appendix 1. Where cover applies it may be subject to additional special terms, conditions and exclusions and sums insured may be reduced.

What is covered

This part of the **Policy** sets out the additional cover **We** provide to each **Insured Person**, per **Insured Journey**, for **Your** participation in **Winter Sports** up to the sum insured set out in **Your Policy Schedule** in total.

A. The accidental loss, damage or theft of Your Winter Sports Equipment :

1. The cost of replacement as new for items up to 1 year old ; or
2. The intrinsic value of items more than 1 year old ; or
3. The cost of repair if more economical.

B. The accidental loss, damage or theft of hired Winter Sports Equipment :

1. Loss of deposit or reasonable fees or costs of repair charged by the hiring agent.

Exclusions applying to Section 15 A&B

What is not covered

1. Items delayed, detained or confiscated by Customs or any other officials or public authorities.
2. Depreciation in value.
3. Any amounts that are covered under another Policy or recoverable elsewhere.
4. For any loss or damage occurring :
 - i. due to normal wear and tear, superficial marks and scratches, dents or defacement ;

- ii. during cleaning, repairing or restoring ;
 - iii. to any items being shipped as freight or under a bill of lading ;
 - iv. whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.
5. The loss of unattended items left in a public place or unattended motor vehicles unless all equipment is kept out of sight in a locked boot and the vehicle shows signs of forced entry or from a secure area designated for the storage of **Winter Sports Equipment**.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.

C. Delayed Winter Sports Equipment

The reasonable necessary daily cost of hiring replacement Winter **Sports Equipment** if **Your** own is delayed in reaching **You** on **Your** outward journey by at least 12 hours.

Exclusions applying to Section 15 C

What is not covered

- 1. Items delayed, detained or confiscated by Customs or any other officials or public authorities.
- 2. If **You** do not notify the airline or carrier and obtain a Property Irregularity Report.
- 3. Any hire costs incurred after the arrival of **Your own Winter Sports Equipment**.

D. Compensation for the cost of Your ski package if You are prevented from skiing for more than 48 hours following Your Bodily Injury or Illness sustained during Your holiday

- 1. The proportional amounts of irrecoverable charges **You** paid or contracted to pay before the holiday departure date for unused :
 - i. Winter Sports lift-pass ;
 - ii. Hired Winter **Sports Equipment** ;
 - iii. Winter Sports lessons ;
 - iv. Winter Sports guide services

Exclusions applying to Section 15 D

What is not covered

- 1. Self-injury.
- 2. Any Pre-Existing Medical Condition or injury.
- 3. The influence of intoxicating liquor or of a drug or drugs including “legal highs”, other than those medically prescribed (but excluding those prescribed in the treatment of drug addiction) or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression.
- 4. Injury resulting from **You** driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding 125cc engine capacity.
- 5. Any other Winter Sport activities or sports considered by **ERV** to be hazardous (see Specific Exclusions applying to Section 15).

E. Compensation for the costs of Your ski package if You are prevented from skiing for more than 48 hours following adverse snow conditions or avalanche which result in the total closure of all skiing facilities (piste closure) in Your resort

- 1. The proportional amounts of irrecoverable charges **You** paid or contracted to pay before the holiday departure date for unused :
 - i. Winter Sports lift-pass ;
 - ii. Hired Winter **Sports Equipment** ;
 - iii. Winter Sports lessons ;
 - iv. Winter Sports guide services
- 2. A daily sum stipulated in **Your Policy Schedule** to cover the transport costs of transferring **You** to an alternative resort where there are adequate snow conditions ; or if it is not possible to arrange transport to an alternative resort with adequate snow conditions, compensation for each complete day **You** are unable to perform **Your** Winter Sport.

Exclusions applying to Section 15 E

What is not covered

1. Policies purchased within 14 days of departure unless the Winter Sport holiday was booked at the same time.

F. Travel delay due to Avalanche

1. Reasonable additional travel and accommodation expenses necessarily incurred in the event that **Your** Outward Journey or Return Journey is delayed beyond the scheduled arrival/ departure time as a direct consequence of avalanche, subject to a delay of not less than 12 hours having occurred.

Exclusions applying to Section 15 F

What is not covered

1. Policies purchased within 14 days of departure unless the Winter Sport holiday was booked at the same time.
2. Costs for which **You** are entitled to compensation or are recoverable elsewhere.

Additional conditions applying to Policy Section 15

- a. Cover relating to piste closure will only apply :
 - i. while there are adverse snow conditions or avalanche risks at **Your** resort during **Winter Sports** holidays in the Northern Hemisphere commencing on or after the 1st January and ending before 30th April and in the Southern Hemisphere commencing on or after 1st July and ending before 30th October. **You** must obtain written confirmation from the appropriate authority that pistes were closed and that it was not possible to

- travel to another resort.
- ii. if the resort area booked by **You** has skiing facilities situated more than 1600 meters above sea level ;
- iii. if **You** are not compensated from any other source.

- b. Original purchase receipts will be required for items of **Winter Sports Equipment** where these are less than one year old.
- c. **You** will supply at **Your** own expense all necessary written reports supporting any claim arising under this section.

Specific Exclusions applying to Section 15

What is not covered

These exclusions apply to all sections of Winter Sports Cover. **You** should also read the **General Policy Exclusions** which apply to all sections of the **Policy**.

1. The following Hazardous winter sport activities are excluded : ski jumping, downhill and mogul ski racing/ race-training, slalom and giant slalom ski-racing on more than 7 days in total in any **Policy Period**, professional ski-racing in any discipline ski-bob racing, the use of skeletons or bobsleighs, snow rafting, para-ponting, ski or snowboard acrobatics (and jumping) , skidiving or parachuting, speed skiing, any form of power assisted skiing or the use of mechanized snow mobiles (except as provided by the recognised piste authorities for transport to and from areas designated for recreational skiing) .
2. Other winter sports activities may also be excluded. 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** (Rookie, Adventurer, Pro), in accordance with Appendix 1.
3. Any **Policy Excess** that applies. Please refer to **Your Policy Schedule**.

Appendix 1 - Hazardous Activities & Sports

* Winter sports cover for *Rookie*, *Adventurer* or *Pro* applies if **You** have paid the appropriate premium and this is shown on **Your Policy Schedule**.

	Rookie	Adventurer	Pro
Skiing / Snowboarding			
Biathlon	✓	✓	✓
Bigfoot Skiing	✓	✓	✓
Glacier Skiing within Marked Areas	✓	✓	✓
Langlauf / Cross Country / Nordic Walking	✓	✓	✓
Mono Skiing	✓	✓	✓
Skiing / Snowboarding	✓	✓	✓
Snowblading	✓	✓	✓
Cat Skiing / Snowboarding		✓	✓
Dry Slope Skiing / Ski boarding		✓	✓
Heli-skiing or snowboarding with Professional Guide		✓	✓
Ski Race Training		✓	✓
Ski Touring (Ski Randonee) with a Professional Guide		✓	✓
Skiing / Snowboarding - Off Piste with Professional Guide		✓	✓
Freestyle Skiing / Snowboarding within a resort organised park			✓
Ski Mountaineering			✓
Ski Touring (Ski Randonee)			✓
Skiing / Snowboarding - Off Piste			✓
Ski Racing (slalom, giant slalom, super G only limited to 7 days racing in policy period)			✓
Snowmobiling (with a qualified driver or guide) PA/PL Excluded			✓

Other Winter Sports

Dog Sledding	✓	✓	✓
Glacier Walking within Marked Areas	✓	✓	✓
Ice Skating	✓	✓	✓
Snow Shoeing	✓	✓	✓
Speed Skating	✓	✓	✓

Other Winter Sports - Continued

Bobsleighbing			✓
Luging			✓

Non Winter Sports

Archery (amateur)	✓	✓	✓
Badminton (amateur)	✓	✓	✓
Baseball (amateur)	✓	✓	✓
Basketball (amateur)	✓	✓	✓
Beach Games	✓	✓	✓
Bungee Jump (maximum of 3 jumps)	✓	✓	✓
Camel / Elephant Riding (incidental)	✓	✓	✓
Clay Pigeon Shooting	✓	✓	✓
Cricket (amateur)	✓	✓	✓
Cycling (other than specified)	✓	✓	✓
Dinghy Sailing	✓	✓	✓
Fell Walking	✓	✓	✓
Fencing	✓	✓	✓
Fishing	✓	✓	✓
Football (amateur)	✓	✓	✓
Golf (amateur)	✓	✓	✓
Hiking (under 2000m altitude)	✓	✓	✓
Hockey (amateur)	✓	✓	✓
Horse Riding (up to 7 days - no Polo, Hunting, Jumping)	✓	✓	✓
Jet Boating	✓	✓	✓
Jogging	✓	✓	✓
Manual Work (bar and restaurant, waitress, waiter, chalet, maids, au pair, nanny's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)	✓	✓	✓
Marathon Running (amateur)	✓	✓	✓
Motorcycling up to 50cc (wearing a crash helmet, no racing)	✓	✓	✓

Non Winter Sports - Continued

Netball (amateur)	✓	✓	✓
Non Manual Work (including professional, administrative or clerical duties only)	✓	✓	✓
Orienteering	✓	✓	✓
Outwardbound Pursuits	✓	✓	✓
Paintballing	✓	✓	✓
Parascending / Parasailing (over water)	✓	✓	✓
Pony Trekking	✓	✓	✓
Racquetball	✓	✓	✓
Rambling	✓	✓	✓
River Canoeing / Kayaking - up to Grade 3 - PA Limited to 50%	✓	✓	✓
Roller Blading	✓	✓	✓
Roller Skating	✓	✓	✓
Rounders	✓	✓	✓
Rowing	✓	✓	✓
Running - sprint / long distance (amateur)	✓	✓	✓
Safari (UK organised)	✓	✓	✓
Sail Boarding	✓	✓	✓
Sailing within Territorial Waters	✓	✓	✓
Scuba Diving - incidental (* restrictions apply - see below)	✓	✓	✓
Skate Boarding	✓	✓	✓
Snorkelling	✓	✓	✓
Squash (amateur)	✓	✓	✓
Surfing (amateur under 14 days)	✓	✓	✓
Tennis (amateur)	✓	✓	✓
Tour Operator Safari	✓	✓	✓
Track Events	✓	✓	✓
Trekking (under 2000m altitude)	✓	✓	✓
Volleyball (amateur)	✓	✓	✓

Non Winter Sports - Continued

War Games	✓	✓	✓
Water Polo (amateur)	✓	✓	✓
Water Skiing (amateur)	✓	✓	✓
Windsurfing (amateur)	✓	✓	✓
Yachting (racing / crewing inside territorial waters)	✓	✓	✓
Scuba Diving - non incidental (* restrictions apply - see below)		✓	✓
Black Water Rafting (grade 1 to 4) Life jacket and helmet must be worn		✓	✓
Boxing Training (no contact)		✓	✓
Camel / Elephant Riding / Trekking (non incidental)		✓	✓
Cycle Touring		✓	✓
Go Karting (specific use)		✓	✓
Hiking / Trekking (up to 4000m)		✓	✓
Horse Riding (no Polo, Hunting or Jumping)		✓	✓
Hot Air Ballooning (non incidental)		✓	✓
Hurling (amateur)		✓	✓
Jet Skiing (non incidental)		✓	✓
Martial Arts (training only)		✓	✓
Mountain Biking		✓	✓
Parascending / Parasailing (over water, non incidental)		✓	✓
Safari (non UK organised)		✓	✓
Sea Canoeing / Kayaking - PA limited to 50%		✓	✓
Sea Fishing (non incidental)		✓	✓
Snorkelling (non incidental)		✓	✓
Surfing (amateur)		✓	✓
Triathlon		✓	✓
Waterskiing (non incidental)		✓	✓
White Water Rafting - Grades 1 to 4		✓	✓
Windsurfing (non incidental)		✓	✓

Non Winter Sports - Continued

Abseiling - PA limited to 50%		✓
American Football (amateur) - PA limited to 50%		✓
Canyoning - PA limited to 50%		✓
Gliding - PA limited to 50%		✓
Hang Gliding - PA limited to 50%		✓
High Diving under 5m (amateur, excluding cliff diving) - PA Excluded		✓
Horse Jumping (no Polo, Hunting) - PA Excluded		✓
Kite Surfing Micro Lighting - PA Excluded		✓
Motorcycling with a licence (up to 125cc, with a motorcycle licence appropriate to the cc of the motorcycle, wearing a crash helmet-no racing) - PA limited to 50%		✓
Paragliding - PA limited to 50%		✓
Parasailing / Parascending (over land)		✓
Quad Biking - PA limited to 50%		✓
Rock Climbing (under 2000 metres) - PA Excluded		✓
Rock Scrambling (under 4000 metres) - PA Excluded		✓
Rugby (amateur competition) - PA limited to 50%		✓
Sand Yachting - PA limited to 50%		✓
Tandem Skydive (up to 2 jumps maximum) - PA limited to 50%		✓
Yachting (racing / crewing) - outside territorial waters - PA limited to 50%		✓

Any hazardous activity that is not listed may be covered with the charge of an additional premium. Please contact customer services.

Incidental means that **Your** participation in an activity is limited and is not one of the primary activities on, or the principle purpose of, **Your** holiday.

Non-incidental means that **Your** participation in an activity is one of the primary activities on, or the principle purpose of, **Your** holiday.

Scuba diving

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

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

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

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

You will not be covered under this **Policy** if **You** travel by air within 24 hours after participating in a scuba dive.

Contact details

ERV / erv.co.uk is a trading name of ETI International Travel Protection, the UK branch of Europäische Reiseversicherung AG, registered at Companies House FC 25660, BR 007939

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