

Staysure™



Travel Insurance Policy



Celebrating 10 years and over
a million customers insured

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

If you do find that you need to make a claim you will find the important numbers on page 51. The sooner you call, the quicker we can help. I would also like to remind you that it is important that you call us as soon as you need to make a change to your policy, to ensure you are accurately covered. We are open seven days a week to take your call.

Happy travelling

Mark

Mark Mear, Operations Director.

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

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

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

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

Cooling-off-period: **you** have the right to cancel any **policy** of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later, and provided that **you** have not travelled, made or intend to make a **claim**, the **premium** will be refunded in full less any transaction and postage fee.

For more information please see Cancellation provisions on page 50 of this **policy** booklet.

Useful telephone numbers

24 Hour Emergency Medical Assistance	+44 1403 288 414
When calling from within the USA (Freephone)	+1 844 780 0639
When calling from within Canada (Freephone)	+1 819 780 0639
Customer Service	0844 692 8418 or +44 1604 210 845*
	*when calling from outside of the UK
Claims	01403 288 171
Sales	0844 692 8444

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

Health Declaration

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

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

Regretfully **we** are unable to provide cover for any **pre-existing medical condition(s)** where **you** have an undiagnosed medical condition, or a condition where **you** are currently on a waiting list, undergoing treatment, or tests or, where **you** are waiting on the results of tests.

Please see “Medical Declaration” on page 9 and General Exclusions 1 and 2 for further information.

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

- a resident of the United Kingdom, Channel Islands, or Isle of Man for six of the last twelve months;
- registered with a doctor in the United Kingdom, Channel Islands, or Isle of Man;
- travelling from and returning to the United Kingdom, Channel Islands, or Isle of Man:

Should you have any doubts or concerns about what cover will be provided by this policy in respect of your existing medical conditions, please contact Staysure Customer Services.

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

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

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

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

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

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

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

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

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

Changes to your health after purchasing your policy

(Annual Multi-trip policies only)

If before booking any new **trips**, any of the following happens:

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

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

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

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

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

Reciprocal Health Agreements

EU, EEA or Switzerland

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

In the **event** of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **we** will not apply the deduction of **excess** under Section 2 – Emergency Medical and Repatriation.

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

Australia and New Zealand

If **you** require medical treatment in;

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

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

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Table of benefits

Cover	Limits of cover Basics	Excess	Limits of cover Comprehensive	Excess
Cancellation	Nil *(£5,000)	£65***	£5,000	£65***
Emergency Medical & Repatriation Expenses	£5,000,000	£65	£10,000,000	£65
Emergency Dental Treatment	£200	£65	£200	£65
Additional Accommodation & Travelling Costs	£2,000 per trip	Nil	£2,000 per trip	Nil
Hospital Daily Benefit	No cover is available on Basics		£25 per each full 24 hour period up to £800	Nil
Curtailement & Trip Interruption	Nil *(£5,000)	£65	£5,000	£65
Trip Interruption	Nil *(£1,500)	£65	£1,500	£65
Pre-booked excursions limit	Nil *(£250)	Nil	£250	Nil
Missed Departure	No cover is available on Basics		£500 (Region 1) £1,000 (Regions 2 & 3)	£65
Home Country Departure Assistance & Missed Home Country Connection	No cover is available on Basics		£500	Nil
Travel Delay	No cover is available on Basics		£20 after the first full 12 hours then £10 for each full 12 hours up to £300	Nil
Personal Baggage	£200	£65	£2,000	£65
Single article or Pair or set	£100		£300	
Valuables	£100		£300 (Limited to £100 if the Insured Person is under 16)	
Baggage Delay	No cover is available on Basics		£50 for the first 24 hours or £100 after 48 hours	Nil
Personal Money & Passport	£200	£65	£500	£65
- Cash limit (18 – 85 years)	£200		£200	
- Cash limit (aged under 18)	£50		£50	
- Passport	Nil	Nil	£500	£65
Personal Accident				
Death	No cover is available on Basics		**£20,000	Nil
Loss of Limb or Loss of Sight			**£20,000	Nil
Permanent Total Disability			**£20,000	Nil
Personal Liability	Nil *(£2,000,000)	£65	£2,000,000	£65
Legal Costs & Expenses	No cover is available on Basics		£25,000 per person (maximum £50,000 per policy)	Nil
Hijack	No cover is available on Basics		£50 per 24 hours period up to £5,000	Nil
Personal Assistance Services	No cover is available on Basics		£250	Nil
Home Country Medical Transfer	£1,000	£65	£1,000	£65
Additional Accommodation Costs	£1,000	£65	£1,000	£65

*Only available subject to an additional premium being paid, and if shown on the **certificate**.

Limited to £1,000 if the **Insured Person is under 18 year of age, or over 86 years of age.

***The excess for loss of deposit claims is reduced to £10.

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

Table of benefits – optional sections of cover

Cover	Limits of cover Basics	Excess	Limits of cover Comprehensive	Excess
OPTIONAL – Travel Disruption Extension Cover (Available subject to additional premium and if shown on the certificate)				
Extended Cancellation or Curtailment	£1,000	£65	£1,000	£65
Extended Travel Delay	£1,000	Nil	£1,000	Nil
Subsistence Costs	£20 for the first full 12 hours delay and £10 for each full 12 hours delay afterward up to a maximum of £100	Nil	£20 for the first full 12 hours delay and £10 for each full 12 hours delay afterward up to a maximum of £100	Nil
Additional Accommodation & Travel Costs	£1,000	£65	£1,000	£65
Extended Missed Departure	£500	£65	£500	£65
Catastrophe Cover	£1,000	£65	£1,000	£65

Cover	Limits of cover Basics	Excess	Limits of cover Comprehensive	Excess
OPTIONAL – End Supplier Failure Cover (Available subject to additional premium and if shown on the certificate)				
End Supplier Failure	£3,000	Nil	£3,000	Nil

Cover	Limits of cover Basics	Excess	Limits of cover Comprehensive	Excess
OPTIONAL – Travel Legal Dispute Cover (Available subject to additional premium and if shown on the certificate)				
Travel Legal Dispute, subject to acceptance criteria and minimum claim value £150	£25,000 (Maximum £50,000 per policy)	£35	£25,000 (Maximum £50,000 per policy)	£35

In order for the optional sections of cover to apply, **you** must have requested the additional cover and paid the required additional premium at the time **you** bought **your policy**.

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

Table of benefits – optional sections of cover

Cover	Limits of cover Basics	Limits of cover Comprehensive	Excess
OPTIONAL – Winter Sports Cover (Available subject to additional premium and if shown on the certificate)			
Own Winter Sports Equipment Single article or Pair or set of articles	No cover is available on Basics	Up to £500 £300	£65
Ski Pass		£250	£65
Winter Sports Equipment Hire		£20 for each full day up to £300	Nil
Ski Pack		Up to £250	Nil
Winter Sports Equipment Delay		£20 for each full day up to a maximum £300	Nil
Piste Closure		£20 for each full day up to a maximum £200	Nil
Avalanche or Landslide		£20 for each full day up to a maximum £160	Nil
OPTIONAL – Golf Cover (Available subject to additional premium and if shown on the certificate)			
Own Golf Equipment - Single article limit	No cover is available on Basics	£1,000 £500	£65
Golf Equipment Hire		£300	Nil
Non-Refundable Green Fees		£150	Nil
Hole-in-One		£75	Nil
OPTIONAL – Wedding Cover (Available subject to additional premium and if shown on the certificate)			
Wedding Rings	No cover is available on Basics	£250	£65
Wedding Attire		£1,500	£65
Wedding Gifts		£1,000	£65
Photographs and Videos		£750	£65

In order for the optional sections of cover to apply, **you** must have requested the additional cover and paid the required additional premium at the time **you** bought **your policy**.

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

Medical declaration

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

This insurance operates on the following basis:

1. To be covered, **you** must be fit and able to undertake **your** planned **trip**;
2. The insurance will **NOT** cover **you** when **you** are travelling against the advice of a **doctor** (or would be travelling against the advice of a **doctor** had **you** sought his/her advice);
3. The insurance will **NOT** cover you when **you** are travelling with the intention of obtaining medical treatment, tests or consultation abroad;
4. The insurance will **NOT** cover **you** if **you** have any undiagnosed symptoms that require attention, or investigation in the future (that is symptoms for which **you** are awaiting investigations/consultations, or awaiting results of investigations, where the underlying cause has not been established).
5. The insurance will **NOT** cover you if **you** are travelling with a terminal prognosis.

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

- **you** have declared (when **we** ask) ALL **pre-existing medical conditions** to **us**; and
- **you** have declared (when **we** ask) any changes to **your** health or prescribed medications; and
- **we** have accepted the **medical condition(s)** for insurance in writing.

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

We may require **you** to obtain a medical report from **your doctor**, or consultant in order for **us** to assess whether cover applies. Obtaining this medical report shall be at your own expense. Based on **our** assessment of the medical information supplied to **us**, **we** will decide whether or not **we** can insure **you**, if certain exclusions or restrictions should be applied, or if cover can be offered subject to the payment of an additional **premium**. If an

additional **premium** is due, cover will not commence until full payment has been received by **us** and written confirmation has been provided by **us**.

To declare a **pre-existing medical condition** or a change in **your** state of health or prescribed medication, **you** should call our Customer Services on 0844 692 8418.

You should also refer to the General Exclusions.

Sports and activities

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

Accepted activities

Aerobics, Badminton, Banana boat rides, Baseball, Basketball, Beach cricket, BMX (only if wearing a helmet), Bowls (including competitions), Cricket, Croquet, Curling, Cycling (only if wearing a helmet, but no cover for mountain biking), Fell walking (no climbing), Glacier Walking (with a guide), Golf, Hiking (under 2,000 metres altitude), Jogging, Netball, Orienteering (no climbing), Rambling (under 2,000 metres altitude), Ringos, Roller blading/line skating, Rounders, Running (not long distance), Safari (UK organised – no guns), Scuba diving* (conditions apply, please see Scuba diving conditions), Skate boarding, Snorkelling, Softball, Squash, Surfing, Swimming, Table-tennis, Tennis, Ten pin bowling, Trekking (under 2,000 metres altitude), Volleyball, Walking, Water polo, Windsurfing, Yoga.

Accepted activities BUT with no Personal Accident or Personal Liability cover

Archery, Boxing Training, Camel/elephant riding/trekking, Canoeing/kayaking (only if wearing a life-jacket and helmet and only on inland and coastal waters – not white water), Field hockey, Fishing, Football, Gaelic Football, Go-Karting (only if wearing a helmet), Horse riding (only if wearing a riding hat and no cover for polo, hunting or jumping), Jet skiing, Motor cycling as a passenger or rider (only if wearing a helmet, the motorcycle is under 125cc and the rider holds a valid motorcycle licence), Mountain biking (only if wearing a helmet), Parascending (over water), Roller hockey/street hockey (only if wearing pads and a helmet), Wake boarding, Water skiing, White/black water rafting Grades 1 to 4 (only if wearing a life-jacket and helmet), Yachting/crewing (only if wearing a life-jacket and only inside territorial waters), Zorbing/hydrozorbing.

This **policy** specifically excludes participating in, or practising any of the following activities;

Excluded Activities

Abseiling, American football, Animal conservation/game reserve work, Base jumping, Big game hunting, BMX stunt riding, Bouldering, Boxing, Bungee jumping, Canoeing/kayaking (white water), Canyoning, Caving/pot holing, Coaststeering, Cross-channel swimming, Cycle racing and time-trialling, Free/high diving, Gliding, Hang gliding, Hiking (above 2,000 metres altitude), Horse jumping/ hunting, Judo/karate/martial arts, Kite surfing, Lacrosse, Micro-lighting, Motor cycling as a passenger or rider (unless wearing a helmet, the motorcycle is under 125cc and the rider holds a valid motorcycle licence), Mountaineering, Organised competitive team sports, Parachuting, Paragliding, Parascending (over land), Polo, Professional sport, Quad biking, Rock climbing, Rugby, Sailing (outside territorial waters), Scuba diving (to a depth below 30 metres), Shark feeding/cage diving, Sky diving, Street hockey, Tombstoning, Track days using motorised vehicles (except Go-karting), Trekking (above 2,000 metres altitude), Water ski jumping, Weightlifting, White/black water rafting (Grade 5 to 6), Wrestling, Yachting (crewing) – outside territorial waters.

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

*Scuba diving conditions

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

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

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

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

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

Important information

Insurer

Most sections of this insurance are underwritten by **ERV**, an Ergo Group Company registered in Germany as Europäische Reiseversicherung A.G. and trading in the **United Kingdom** as ETI International Travel Protection, Companies House Registration FC 25660 and Branch Registration BR 007939. Certain sections are underwritten by other insurers, as detailed in those sections.

ERV Regulator

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

Details of the extent of **our** regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **us** on request.

Our registration number is 220041.

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

Residents of the Channel Islands and Isle of Man

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

Contract of Travel Insurance

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

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

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

Age limits

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

- a) 85 years of age or under at the time **you** buy **your** policy if **you** have purchased **annual multi-trip cover**, or
- b) 75 years of age or under, if **you** have purchased a **long stay policy**, or
- c) 70 years of age or under at the time **you** buy **your** policy if **you** have purchased **winter sports cover**.

There is no upper age limit if **you** have purchased **single trip cover** except for travel to the United States of America, Canada, the islands of the Caribbean, Bermuda, Mexico, Thailand, China and Hong Kong where **you** must be 85 years of age or under at the time **you** buy **your** policy.

Maximum trip durations

Single trip policies –

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

Long stay policies –

Cover applies for the duration of **your trip** as stated on **your certificate** provided it does not exceed a maximum of;

- 1) if **you** are aged 65 or under, 550 consecutive days;
- 2) if **you** are aged between 66 and 70 (inclusive), 366 days if travelling within region 1, a maximum of 276 days if travelling within region 2 and a maximum of 184 days if travelling within region 3;
- 3) if **you** are aged between 71 and 75 (inclusive), 366 days if travelling within region 1, a maximum of 184 days if travelling within region 2 and a maximum of 123 days if travelling within region 3;

Annual multi-trip policies –

- 1) if **you** are aged 65 or under, 50 consecutive days (100 days where the required additional **premium** has been paid and this is shown on **your certificate**);
 - 2) if **you** are aged between 66 and 85 (inclusive), 35 days.
- irrespective of the number of individual **trips you** take in each **period of cover**, **you** must not exceed 183 days abroad.
 - **trips** solely within **your home country** are only insured if **you** have pre-booked at least two consecutive nights paid accommodation.

Please note:

- if **you** are under 71 years of age and have purchased a Comprehensive annual multi-trip **policy**, **you** are covered when taking part in one **winter sports trip** of up to 17 consecutive days during the **period of cover**.

- any trip that had already begun when **you** purchased this insurance will not be covered, except where **you** renew an existing **Staysure** annual multi-trip **policy** prior to its expiry, which fell due for renewal during the **trip**.
- **Your policy** is automatically extended until **your** return **home** to the **United Kingdom** due to an insured event.
- if **you** travel for more than the number of days for which **you** have paid for cover **you** will not be covered after the last day for which **you** have paid, unless agreed by **us** in writing.

For **annual multi-trip cover**, an insured adult can travel independently, however, an insured child must travel with a responsible adult over the age of 18 years for the duration of the **trip**.

Geographical areas

Single trip and long stay policies:

Region 1 – England, Scotland, Wales and Northern Ireland, Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Egypt, Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Isle of Man, Italy (including Aeolian Islands, Sardinia, Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway (including Jan Mayen, Svalbard Islands), Poland, Portugal (including Azores, Madeira Islands), Republic of Ireland, Romania, Russia (European), San Marino, Serbia/Montenegro (including Kosovo), Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, and Vatican City.

Region 2 – Worldwide excluding the United States of America, Canada, the islands of the Caribbean, Bermuda, Mexico, Thailand, China, Hong Kong and Singapore.

Region 3 – All countries Worldwide.

Annual multi-trip :

Region 1 – Europe including Spain, Turkey, Cyprus, Malta and Greece.

Region 2 – Worldwide excluding the United States of America, Canada, the islands of the Caribbean, Bermuda, Mexico, Thailand, China and Hong Kong.

Region 3 – Worldwide including the United States of America, Canada, the islands of the Caribbean, Bermuda, Mexico and Thailand.

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

For cover to apply **you** must have paid the required **premium** for the **region** within which the country, or countries **you** plan to travel are found, and this is shown on **your certificate**.

Policy limits

Most sections of **your policy** have limits on the amount **we** will pay under that section. Some sections also include other specific limits, for example: for any one item, or for **valuables** in total. **You** are advised to check **your policy**.

Period of cover

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

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

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

Cover cannot start after **you** have left the **United Kingdom**.

Each **trip** must begin and end in the **United Kingdom** and a return ticket must have been booked prior to departure.

Renewing your policy

Staysure do not automatically renew **your** insurance policy, **you** will be notified of **your** renewal prior to the expiry date of **your annual multi-trip policy**. Staysure may quote an amount for the year ahead, based on the information **you** previously provided. It may be necessary for **you** to answer additional questions related to **your** current state of health, the answers **you** give to these questions may alter the renewal premium indicated in the renewal invitation, or Staysure's ability to continue to provide **you** with a renewal quote. Staysure will not renew **your policy** automatically.

Residency

You and all other **insured persons** must have **your** main home in either England, Scotland, Wales or Northern

Ireland, and reside there for more than 6 months of each calendar year. **You** must also have a valid European Health Insurance Card (EHIC) and be registered with a **doctor** in either England, Scotland, Wales or Northern Ireland at the time **you** buy or renew this **policy**.

If **you** are a resident of the Channel Islands or Isle of Man, **you** must have **your** main home there, and reside there for more than 6 months of each calendar year and be registered with a local **doctor**.

Law

The policy will be governed by the Law of England and Wales unless:

- You and the Insurer agree otherwise; or
- At the commencement of the policy your home is in Scotland, Northern Ireland, the Channel Islands or the Isle of Man in which case the law of that country will apply.

Language

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

Travel delays – EC Regulations

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

If the delay is more than 5 hours, the airline must offer to refund **your** ticket. The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier.

If **your** flight is delayed or cancelled, **you** must in the first instance approach **your** airline and clarify with them what costs they will pay under the Regulation.

If **you** would like to know more about **your** rights under this Regulation, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

Claims for Personal Baggage

We will pay **claims** for **personal baggage** based on the value of the goods at the time **you** lost them, and not on a new for old or replacement cost basis.

If **your personal baggage** is delayed, lost, stolen or damaged whilst in the care of **your** airline, **you** must in the first instance approach **your** airline and clarify with them what compensation they will pay.

If **you** would like to know more about claiming directly from **your** airline, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

Personal liability

If **you** use any form of mechanically propelled vehicle, (e.g. car, motor cycle, moped, scooter or jet ski) sail-powered boat or board or powered boat, or an airborne craft, no liability cover will apply under this **policy** and **you** must ensure that **you** have cover for **third party** injury or property damage in place.

Reasonable care

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

Upgrading your cover

You may extend **your** travel insurance cover prior to commencement of **your trip** by paying an additional **premium** to purchase any of the optional sections of cover as shown in the table of benefits.

Definition of words

Wherever the following words and phrases appear in this **policy** in bold they will always have the meanings shown under them. Please also see the sections 7, 9, 15, 17 and 18.

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

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

- Asphyxia or injuries caused by gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- Infections resulting from an **accident** covered by the **policy**.
- Injuries sustained as a result of self-defence.
- Injuries sustained as a result of unavoidable exposure to the elements.

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

Cancellation period – The 14 days following receipt of the **policy** documents for new business or the 14 days after payment of the renewal premium.

Carrier – A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance

licensed to carry passengers for hire.

Cash – Valid coins, bank and currency notes.

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

Claim(s) – Any event which leads to a **claim** being made by **you** under the terms of this **policy**. A series of **claims** arising out of one **event** shall constitute one **claim**.

Close relative(s) – The following persons only:

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

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

Complications of pregnancy and childbirth –

The following conditions only:
toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

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

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

Curtailment/curtail/curtailed – Either:

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

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

Dangerous activity – Any professional sporting activity, any kind of racing except racing on foot, **winter sports** or any sporting or physical activity except those listed in the Optional **Winter Sports** and the Sports and Activities sections, or those accepted by **us** in writing.

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

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

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

Excess – Under most sections of this **policy**, **you** have to pay the first part of any **claim**. This is called an **excess**. The **excess** will apply to each person claiming and to each incident and to each section of the **policy you claim** under. The **excess** amount is shown under each section in the table of benefits on pages 6 to 8 under each section.

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

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

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

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

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

Incidental – Happening on a casual, or occasional basis, and not the primary reason for, or primary or regular activity to be participated in during a **trip**.

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

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

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

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

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

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

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

Period of cover – The period shown on the **certificate**. Subject to the maximum trip durations shown on page 11.

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

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

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

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

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

Pre-existing medical condition –

- Any past or current **medical condition** that has given rise to symptoms, or for which any form of treatment, or prescribed medication, medical consultation, investigation, or follow-up/check-up, has been required, or received, during the 2 years prior to the commencement of cover under this **policy** and/or prior to any **trip**: and

- Any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this **policy** and/or prior to any **trip**.

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.

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

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

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

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

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

the same household (except children when attending full-time education).

Sports and activities – The activities listed under Sport and Activities on pages 9 and 10.

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

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

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

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

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

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

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

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

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

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, laptops, tablets and other computer equipment and hand-held electronic devices

including but not limited to MP3 players, MP4 players, smart phones, Blackberries, iPods, iPads, Kindles, and the like and associated software.

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 – Ice-skating (outdoor), guided cross country skiing (Nordic skiing), on-piste skiing, on-piste snowboarding, on-piste mono skiing, glacier skiing, off-piste skiing or off-piste snowboarding on recognised and authorised areas only (both) and tobogganing.

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

Important limitations Cancellation, curtailment & trip interruption cover

This **policy** will NOT cover any **claims** under Section 1 (Cancellation) or Section 3 (Curtailment or Trip Interruption) arising directly or indirectly from any **pre-existing medical condition** known to **you** prior to the commencement of the **period of cover** affecting **you** or any **close relative** or **travelling companion** whether insured under this **policy** or not, or person with whom **you** intend to stay whilst on **your trip** if:

- a terminal diagnosis had been received prior to the commencement of the **period of cover**; or
- they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the **period of cover**; or if during the 90 days immediately prior to the commencement of the **period of cover** they had:
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication.

You should also refer to the General Exclusions.

Section 1 Cancellation

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

What is covered:

We will pay up to a maximum of £5,000 per **insured person** for **your** non-refundable deposits and amounts **you** have paid (or **you** are contracted to pay), for **your** travel and accommodation (including pre-paid excursions up to £250 in total) which **you** do not use because of the following:

- a) **you**, a **close relative**, **travelling companion** or any person with whom **you** have arranged to stay during the **trip** suffers unforeseen **illness**, injury or, death.
- b) **you** abandon **your trip** following a delay of more than 12 hours to the departure of **your** outward **trip** that is covered within section 5 travel delay.
- c) **you** or any person with whom **you** plan to travel being called for Jury Service or being summoned as a witness in a Court of Law (other than in a professional or advisory capacity).
- d) **you** being made redundant, provided **you** qualify for a redundancy payment under current **United Kingdom** legislation.
- e) **your** presence is required by the Police because of accidental damage, burglary, flooding or fire which has affected **your home**, and has occurred within 48 hours before the start of **your trip**, when the damage is in excess of £1,500.
- f) the Foreign and Commonwealth Office issue a directive advising against travel to **your trip destination** because of an earthquake, fire, flood, or hurricane.

Special conditions relating to claims

If **you** cancel **your trip** due to unforeseen circumstances **you** will need to provide the following documentation:

Section A - A **medical certificate** from the treating **doctor** stating that this prevented **you** from travelling.

Section E - A police report confirming that they requested that you did not travel.

In all cases, as soon as **you** know the **trip** is to be cancelled **you** must notify the **carrier** or travel agent immediately. If **you** fail to do this, **our** liability shall be restricted to the cancellation charges that would have applied at that time.

What is not covered:

- 1) the **policy excess** per **insured person** per **claim**;
- 2) disinclination to travel;
- 3) any **claim** arising directly or indirectly from a known **pre-existing medical condition** unless **you** have declared all **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them;
- 4) any **claim** arising directly or indirectly from a **pre-existing medical condition**, known to **you** prior to the commencement of the **period of cover**, which affects any **close relative, travelling companion** whether insured under this **policy** or not or any person with whom **you** intend to stay whilst on **your trip** if:
 - a terminal diagnosis has been received prior to the commencement of the **period of cover**;
 - they were on a waiting-list, or had knowledge of the need for, surgery, inpatient treatment, or investigation at any hospital or clinic at the commencement of the **period of cover**;
 - or during the 90 days immediately prior to the commencement of the **period of cover** they had required surgery, inpatient treatment, or hospital consultations; or
- 5) cancellation caused by pregnancy or childbirth unless the cancellation is certified by a **doctor** as necessary due to **complications of pregnancy and childbirth**;
- 6) failure by the provider of any part of the booked **trip** to supply the service or transport (whether as the result of error, insolvency, bankruptcy, liquidation, omission, default or otherwise), unless the event is specifically covered by this **policy**. **You** should direct any **claim** in this case to the provider involved;
- 7) anything for which the company providing **your** transport or accommodation, their agents, or any person acting for **you** is responsible;
- 8) **your** vehicle being stolen, broken into or vandalised or breaking down;
- 9) any costs relating to airport taxes or air passenger duty. **You** should obtain a refund from **your carrier** for such charges;
- 10) any **claim** resulting from **your** inability to travel due to an **insured person's** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**;
- 11) the death or **illness** of any pet or animal;
- 12) anything mentioned in the General Exclusions.

Section 2a Emergency Medical & Repatriation Expenses

If **you** have a medical emergency while on **your trip** or if **you** have to come **home** early or have to extend the length of **your trip** due to **illness** or injury, **you** must contact **Staysure Assistance** as soon as **you** can on +44 1403 288 414, giving **your** name, **certificate** number, and as much information as possible.

To comply with the terms and conditions of the insurance **you** must contact **us** as soon as possible. **You** **MUST** obtain **our** prior authorisation before incurring any expenses over £350, except in case of emergency. If **you** are physically prevented from contacting **us** immediately, **you** or someone designated by **you** must contact **us** within 48 hours.

What is covered:

We will pay up to £5,000,000 for Basics cover and £10,000,000 for Comprehensive cover for each **insured person** who suffers sudden and unforeseen **bodily injury**, or **illness**, or who dies during a **trip** outside **your home country** for the following:

- a) medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised **doctor** and agreed by **our medical officer**.
- b) up to £200 in total for emergency dental treatment as long as it is for the immediate relief of pain only, or for emergency repairs to dentures, or orthodontic appliances carried out solely to alleviate distress in eating.
- c) up to £1,500 for the usual and customary burial, or cremation of a deceased **insured person** should **you** die during a **trip** to a country outside of the **United Kingdom**; or alternatively up to £5,000 for the transportation costs of returning an **insured person's** body or ashes to **your home country**.
- d) additional travelling costs to repatriate **you home** when recommended by **our medical officer**.
- e) the cost of a medical escort if considered necessary by **our medical officer**.
- f) up to £2,000 for **you** to extend **your** stay, if **Staysure Assistance** agrees that it is medically necessary for:
 - i. extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by **Staysure Assistance**) to allow **you** to return to the **United Kingdom**; and
 - ii. extra accommodation (room only) for someone to stay with **you** and travel **home** with **you** if this is deemed necessary by a **doctor** and agreed by

our medical officer; or

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

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

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

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

What is covered when travelling within the United Kingdom:

Where **you** have purchased an annual multi-trip policy and **you** are travelling solely within the **United Kingdom** during **your trip** of 2 nights or more in pre-booked accommodation **we** will pay up to £1,000 for:

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

Special conditions relating to claims

- 1) **You** must give notice as soon as possible to **Staysure Assistance** of any **bodily injury, illness or complications of pregnancy and childbirth** which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.

- 2) In the **event of your bodily injury, illness, or complications of pregnancy and childbirth we** reserve the right to relocate **you** from one hospital to another and arrange for **your** repatriation to the **United Kingdom** at any time during the **trip**. **We** will do this if the **doctor** in attendance and **our medical officer** agree **you** can be moved safely and/or travel safely to the **United Kingdom** to continue treatment.
- 3) Funeral costs, or the costs of transporting mortal remains must be authorised in advance by **Staysure Assistance**.

What is not covered under Section 2a:

- 1) any medical costs within the **United Kingdom**.
- 2) the **excess**, unless **you** used an EHIC card, or any other kind of reciprocal health agreement.
- 3) medical, or repatriation costs greater than £350 which have not been authorised by **us** in advance;
- 4) treatment in a private hospital or clinic abroad where a suitable public or state facility is available.
- 5) any **claim** if **you** have not complied with the conditions of the medical declaration section.
- 6) the cost of replacing medication that **you** were using before **your trip**.
- 7) any **claim** for rehabilitation treatments.
- 8) any **claim** for medical treatment for any complication as a result of a voluntary termination of pregnancy.
- 9) any **claim** arising from **you** participating in **winter sports, sports and activities**, or any **dangerous activity** unless **we** have agreed in writing and **you** have paid the required additional **premium**.
- 10) any **claim** arising from **you** participating in **sports and activities** that is not included in the accepted list.
- 11) the cost of cremation or burial in the **United Kingdom**.
- 12) the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
- 13) the cost of telephone calls, or any costs incurred by **you** when **you** receive calls other than calls to and from **Staysure Assistance** notifying and dealing with the emergency, for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned.
- 14) the cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury or illness** which necessitated **your** admittance into hospital.

- 15) any expenses which are not usual, reasonable or customary to treat **your bodily injury or illness**.
 - 16) any form of treatment, or surgery which in the opinion of the **doctor** in attendance and **our medical officer** can be delayed until **your** return to **your home country**.
 - 17) expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside **your home country**.
 - 18) additional costs arising from single or private room accommodation.
 - 19) treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by **Staysure Assistance**.
 - 20) any expenses incurred after **you** have returned to **your home country**.
 - 21) normal pregnancy, without any accompanying **complications of pregnancy and childbirth**. This section is designed to provide cover for unforeseen events, **accidents, illnesses** and diseases and normal childbirth would not constitute an unforeseen **event**.
 - 22) anything mentioned in the General Exclusions.
- i. relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury or illness** which necessitated **your** admittance into hospital.
 - ii. relating to treatment or services provided by a convalescent or nursing **home** or any rehabilitation centre.
 - iii. following **your** decision not to be repatriated after the date when in the opinion of **Staysure Assistance** it is safe to do so.
- b) hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - i. relating to any form of treatment or surgery which in the opinion of the **doctor** in attendance and **our medical officer** can be delayed reasonably until **your** return to **your home country**.
 - ii. occurring in England, Scotland, Wales or Northern Ireland and relating to either private treatment or tests, surgery or treatment, the costs of which are funded by, or are recoverable from the Health Authority in the **United Kingdom**.
- 2) Any **claim** if **you** have not complied with the conditions of the medical declaration section.
 - 3) Anything mentioned in the General Exclusions.

Section 2b Hospital Daily Benefit

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

What is covered:

We will pay **you** £25 per complete 24 hour period of in-patient treatment up to a maximum under this **policy** of £800 for a valid **claim** under Section 2a (Emergency Medical & Repatriation), if **you** are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours.

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

Special conditions relating to claims

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

What is not covered under section 2b:

- 1) Any **claims** arising directly or indirectly from:
 - a) any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:

Section 3 Curtailment & Trip Interruption

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies. Cover may also be provided in Basics Cover policies subject to selection of this section and payment of the required additional premium, as shown on the certificate.

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

a) Curtailment

What is covered:

We will pay up to £5,000 for **your** non-refundable deposits and amounts **you** have paid (or **you** have contracted to pay), for **your** travel and accommodation (including pre-paid excursions up to £250 in total) which **you** do not use because of **your** inability to complete the **trip** due to:

- a) an unforeseen **illness**, injury or death of **you**, a **close relative, travelling companion** or any person with whom **you** have arranged to stay during the **trip**.

- b) **you** or any person with whom **you** plan to travel being called up for Jury Service or being summoned as a witness in a Court of Law (other than in a professional, or advisory capacity).
- c) accidental damage, burglary, flooding or fire affecting **your home**, occurring during the **trip**, when the loss relating to **your home** is in excess of £1,500 or **your** presence is required by the Police in connection with such events.

b) Trip interruption

What is covered:

We will pay up to £1,500 if **you** need to return unscheduled to **your home country** during a **trip** because of:

- a) the death, imminent demise, or hospitalisation due to serious **accident** or **illness**, of a **close relative**;
- b) accidental damage, burglary, flooding or fire affecting **your home** during **your trip**, when the loss relating to **your home** is in excess of £1,500 or **your** presence is required by the Police in connection with such events.

Note:

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

We will also pay necessary additional travel costs in transporting **you** back to the location abroad if the situation permits, assuming the period of **your** original booked **trip** has not expired.

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

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

The maximum amount **we** will pay under Section 3 in total for **curtailment** and **trip** interruption **claims** is £5,000 per **insured person**.

Special conditions relating to claims

- 1) **You** must obtain a **medical certificate** specifying the unforeseen **illness** or injury from the **doctor** in attendance and **our** prior approval to confirm the necessity to return **home**.
- 2) **You** must contact **us** first and allow **us** to make all the necessary travel arrangements to bring **you home**.
- 3) If **you** do not provide a **medical certificate**, **we** will make all necessary arrangements at **your cost** and arrange appropriate reimbursement as soon as the **claim** has been validated.

- 4) **You** must notify the **carrier** or travel agent immediately that **you** know the **trip** is to be **curtailed**, to minimise **your** loss as far as possible. If **you** fail to notify the **carrier** or travel agent immediately it is found necessary to **curtail** the **trip**, **our** liability shall be restricted to the cancellation charges that would have applied had such a failure not occurred.
- 5) If **you curtail** or interrupt **your trip** because **your** presence is required by the Police in connection with accidental damage, burglary, flooding or fire affecting **your home** during **your trip**, **you** must produce to **us** written documentation from the Police confirming that the loss or damage occurred during the **trip** – otherwise no **claim** will be paid.
- 6) **Curtailment claims** will be calculated from the date **you** return to **your home country**, or the date **you** are hospitalised as an in-patient, for the rest of **your trip**.

What is not covered:

- 1) the **policy excess** per **insured person** per **claim**;
- 2) disinclination to continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'what is covered';
- 3) any **claim** arising directly or indirectly from a known **pre-existing medical condition** affecting **you** unless **you** have declared all **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them for insurance;
- 4) any **claim** arising directly or indirectly from a **pre-existing medical condition**, known to **you** prior to the commencement of the **period of cover**, affecting any **close relative**, **travelling companion** whether insured under this **policy** or not or any person with whom **you** intend to stay whilst on **your trip** if:
 - a terminal diagnosis has been received prior to the commencement of the **period of cover**;
 - they were on a waiting-list, or had knowledge of the need for, surgery, inpatient treatment, or investigation at any hospital or clinic at the commencement of the **period of cover**;
 - Or during the 90 days immediately prior to the commencement of the **period of cover** they had;
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication;

5) curtailment or trip interruption caused by pregnancy or childbirth unless the cancellation is certified by a **doctor** as necessary due to **complications of pregnancy and childbirth**;

6) **claims** arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased the cover (if later);

7) any costs in respect of any unused pre-paid travel expenses when **we** have paid to repatriate **you**;

8) failure by the provider of any part of the booked **trip** to supply the service or transport (whether as the result of error, insolvency, bankruptcy, liquidation, omission, default or otherwise), unless the event is specifically covered by this **policy**. **You** should direct any **claim** in this case to the provider involved;

9) anything for which the company providing **your** transport or accommodation, their agents, or any person acting for **you** is responsible;

10) **your** vehicle being stolen, broken into or vandalised or breaking down;

11) change of plans due to **your** financial circumstances;

12) any **claim** arising as a result of attendance of an **insured person**, or any other person on whom the **trip** depends, in a Court of Law. This exclusion will not apply if **you** are called up for Jury Service or are summoned as a witness (other than in any professional or advisory capacity);

13) any costs relating to airport taxes or air passenger duty. **You** should obtain a refund from **your carrier** for such charges;

14) any **curtailment** or **trip** interruption caused by work commitment or amendment of your holiday entitlement by **your employer**;

15) any **claim** resulting from **your** inability to continue travelling due to an **insured person's** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**;

16) prohibitive regulations by the Government of any country, or delay or amendment of the booked **trip** due to Government action;

17) the death or **illness** of any pet or animal;

18) anything mentioned in the General Exclusions.

Section 4a Missed Departure

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

What is covered:

We will pay up to £500 for travel to a European **destination**, or up to £1,000 for travel outside of Europe for reasonable additional travelling and accommodation expenses necessarily incurred to reach your overseas **destination** or to return to the **United Kingdom** by the most direct route.

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

- a) breakdown of or **accident** directly involving the vehicle in which **you** are travelling; or
- b) cancellation or curtailment of scheduled **public transport** due to adverse weather conditions, **strike, or industrial action**, or mechanical breakdown, or accident.

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

Section 4b Home Country Departure assistance & Missed Home Country connection

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

What is covered:

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

On your outward journey:

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

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

On your return to your home country:

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

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

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

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

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

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

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

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

Section 5 Travel Delay

Please Note: this section of cover is only included in Comprehensive Cover policies.

What is covered:

We will pay £20 after the initial 12 hours, and a further £10 after each subsequent full 12 hours of delay if the intended departure of **your** first outward or final inward international flight, sea crossing or coach or train journey forming part of a booked **trip**, is delayed as a direct result of **strike or industrial action**, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft, sea vessel, coach or train.

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

Special conditions relating to claims

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

What is not covered:

- 1) **claims** where **you** have not obtained written confirmation from the **carrier** stating the period and reason for delay;
- 2) **claims** under this section in addition to **claims** under section 1 (Cancellation) and section 4 (Missed

Departure);

3) anything mentioned in the General Exclusions.

Section 6a Personal Baggage

What is covered under section 6a:

We will pay up to an overall maximum of £200 for Basics cover and £2,000 for Comprehensive cover, if **your personal baggage** is damaged, stolen, destroyed, or lost (and not recovered) during the course of a **trip**.

Within this amount the following sub-limits apply:

- a) **we** will pay up to £100 for Basics cover and £300 for Comprehensive cover for any **single article**, or for any one **pair or set** of articles, where **you** are able to provide the original receipt, or proof of ownership.
- b) **we** will only pay up to £250 for all articles lost, damaged or stolen per incident if **you** cannot provide satisfactory proof of ownership and value.
- c) **we** will only pay up to £50 for any **single article**, or for any one **pair or set** of articles, if **you** cannot provide an original receipt or other satisfactory proof of ownership and value (for example, a photograph of **you** wearing the article) to support the **claim**. Evidence of replacement value is insufficient.
- d) **we** will pay up to £100 for Basics cover and £300 for Comprehensive cover in total for **valuables** owned by **you**, whether jointly owned or not. **We** will only pay up to £100 for **valuables** owned by **you** if **you** are under 16 years of age.
- e) **we** will only pay up to £150 for sunglasses or prescription glasses of any kind.
- f) **we** will only pay up to £100 for mobile telephones.
- g) **we** will only pay up to £100 for **personal baggage** or **valuables** lost, damaged or stolen from a beach or pool-side.
- h) **we** will only pay up to £50 for any cigarettes or alcohol that are lost, damaged or stolen.

Special conditions relating to claims under section 6a

- 1) **We** will either pay **you** for the loss, or replace, reinstate or repair the items concerned.
- 2) **Claims** are not paid on a “new for old”, or replacement cost basis. A deduction, therefore will be made for wear and tear and depreciation.
- 3) **Your personal baggage** must not be left unsecured, **unattended**, or beyond **your** reach at any time in a place to which the public have access.

- 4) **You** must report the loss, or **theft of personal baggage** within 24 hours of discovery, to the local police and to the **carrier**, if appropriate. Damage to **personal baggage** in transit must be reported to the **carrier** before **you** leave the baggage hall and a Property Irregularity Report (PIR) must be obtained. Loss, or theft of **personal baggage** during **your trip** must be reported to **your** hotel, accommodation provider, or Tour Operator representative if appropriate. **You** must produce to **us** written documentation from one of the parties listed above confirming that the loss, or **theft** occurred during the **trip** – otherwise no **claim** will be paid.
- 5) **Baggage** shall be considered to have been lost after 21 days have passed since the loss was reported.
- 6) For items damaged whilst on **your trip**, **you** must obtain an official report from an appropriate local repairer confirming the item is damaged and beyond repair.
- 7) **You** must report the loss, theft or damage to the local police and obtain written confirmation, if **your valuables** are lost, stolen or damaged whilst in a hotel safe, or safety deposit box.

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

Section 6b Baggage Delay on your outward journey

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

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

What is covered:

We will pay up to £50 after the initial 24 hours (or £100 after 48 hours) if **your** baggage is certified by the **carrier** to have been lost, or misplaced on the outward journey of a **trip**.

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

Special conditions relating to claims under section 6b

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

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

Section 6c Personal Money & Passport

What is covered:

We will pay **you** up to £200 for Basics cover and £500 for Comprehensive cover, if during a **trip**, the **Personal Money you** are carrying on **your** person or **you** have left in a safety deposit box is lost, stolen, damaged or destroyed, subject to the following conditions and exclusions:

- a) **we** will pay up to £200 for **cash** belonging to **you**, or £50 if **you** are under 18 years of age.
- b) **we** will pay up to £500 for reasonable additional travel and accommodation expenses **you** incur abroad to obtain a replacement passport if **you** have bought Comprehensive cover and **your** passport is lost, or stolen outside the **United Kingdom** during **your trip**.
- c) **we** will pay **you** a proportionate refund of the unused part of the passport's original value calculated upon how many complete years it was to remain valid for.

Special conditions relating to claims under section 6c

- 1) **You** must report loss, or theft of **money**, or **your** passport to the local police and obtain written confirmation within 24 hours of discovery of the incident. A Tour Operator representative report is insufficient.
- 2) The police report must confirm that the loss, or **theft** occurred during the **trip**.
- 3) **You** must produce to **us** evidence of the withdrawal of **cash** – otherwise no payment will be made.

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

- 1) the **policy excess**;
- 2) any item loaned, hired or entrusted to **you**;
- 3) loss, **theft** of, or damage to, **personal baggage, valuables, personal money, or passport** left **unattended** in a public place, or location that the public has access to at any time;
- 4) any loss, **theft** of, or damage to **personal baggage** left in an **unattended** motor vehicle if:
 - they have not been locked out of sight in a **secure baggage area**;
 - no forcible and violent means have been used by an unauthorised person to gain entry into the vehicle; and
 - no evidence of such entry is available.
- 5) loss, **theft** of, or damage to, **valuables, personal money, or passport**:
 - from a motor vehicle left **unattended** at any time; or
 - left in checked-in baggage, whilst in the custody of a **carrier**; and/or
 - packed in baggage left in the baggage hold, or storage area of a **carrier**;
- 6) any loss, **theft** of, or damage to **personal baggage** left unattended at **your** accommodation other than in securely locked **private accommodation**;
- 7) any loss, **theft** of, or damage to **personal money, valuables or passport** left **unattended** at any time unless deposited in a hotel safe, or safety deposit box;
- 8) wear and tear, depreciation, damage caused by moth or vermin, or any process of cleaning, or restoration, or alteration, atmospheric, or climate conditions, or any gradual occurrence.
- 9) electrical or mechanical breakdown, or malfunction of the article insured;
- 10) bonds, securities, stamps or documents of any kind, including driving licences, musical instruments, typewriters, antiques, pictures, coupons, unused mobile telephone rental charges, or pre-payments;
- 11) damage to china, pottery, glass, or other fragile, or brittle articles, other than photographic equipment and telescopic lenses, unless by fire, or resulting from an accident to a seagoing vessel, aircraft, or vehicle;
- 12) liability in respect of a **pair or set** of articles where **we** shall be liable only for the value of that part of the **pair or set** which is lost, or damaged;
- 13) equipment used in connection with any **winter sports** or **sports and activities** unless **you** have paid the

required additional **premium** to extend **your policy**;

- 14) any loss, **theft** of, or damage to the following items;
 - a) contact or corneal lenses, dentures, hearing aids, cycles, unset precious stones, mobility scooters, motor vehicles and their accessories, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession, or trade;
 - b) accessories and/or subscriptions of mobile, or satellite telephones;
- 15) any **claim** for **baggage**, or the contents of any **baggage** containing perishable goods.
- 16) checked-in baggage that has not been retrieved and taken to **your** accommodation address.
- 17) any claim where **you** are able to **claim** from another insurance covering this risk, or the airline with which **you** travelled, **we** will only pay for any balance outstanding.
- 18) confiscation, or detention by Customs, or other lawful officials and authorities;
- 19) loss, **theft** of, or damage to, travellers' cheques if **you** have not complied with the issuers' conditions or where the issuer provides a replacement service.
- 20) loss or damage due to depreciation in value, variations in exchange rates or shortages due to error, or omission.
- 21) anything that can be replaced by the issuer;
- 22) daily living expenses when obtaining a replacement passport;
- 23) anything mentioned in the General Exclusions.

Section 7 Personal Accident

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

Definitions relating to words that appear in section 7.

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

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

Permanent total disablement – Disablement which, having lasted for a period of at least 12 consecutive

months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent **you** from engaging in, or giving any attention to, any and every business, or occupation, for the remainder of **your** life.

What is covered:

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

Cover	Benefit per insured person	
	Aged 18 or over	Aged under 18
Death	£20,000	£1,000
Loss of limb, or loss of sight	£20,000	£1,000
Permanent total disablement	£20,000	£1,000

What is not covered:

- 1) injury not caused solely by outward, violent and visible means;
- 2) **your** disablement caused by mental or psychological trauma not involving **your bodily injury**;
- 3) disease or any physical defect, infirmity or **illness** which existed prior to the commencement of the **trip**;
- 4) any payment per **insured person** in excess of £20,000, or £1,000 if the **insured person** is under 18 years of age, or 86 years of age and over ;
- 5) death, or disablement arising from an **insured person** engaging in any **sports and activities**, or **winter sports** where this **policy** specifically states that personal accident cover is excluded (regardless of whether the **sports and activities**, or **winter sports premium** has been paid), or where the sports, or activity is not listed as covered, or is where it is specifically excluded;
- 6) any **accident** that **you** suffer before **you** go on **your trip**;
- 7) **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger carrying aircraft);
- 8) **you** travelling on a motorcycle as either the rider or passenger;
- 9) **you** taking part in **manual work** or dangerous work, unless **we** have agreed in writing beforehand;
- 10) anything mentioned in the General Exclusions.

Section 8 Personal Liability

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies. Cover may also be provided in Basics Cover policies subject to payment of the required additional premium, as shown on the certificate.

No cover is provided under section 8 for **trips** taken solely within the **United Kingdom**.

What is covered:

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

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

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

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

Special conditions relating to claims

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

What is not covered:

- 1) the **policy excess**;
- 2) injury to, or the death of, any member of **your family** or household, or any person in **your** service;
- 3) property belonging to, or held in trust by **you** or **your family**, household or servant;

- 4) loss of or damage to property which is the legal responsibility of **you** or **your family**, household or servant. (This exclusion will not apply to temporary hotel and similar accommodation which **you** occupy and for which **you** assume contractual responsibility during **your trip**);
- 5) any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
- 6) **claims** for injury, loss or damage arising directly or indirectly from:
 - ownership or use of: airborne craft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels, sail or powered boats (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms;
 - the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by **you**;
 - the ownership or occupation of any land or building;
 - wilful or malicious acts;
- 7) liability or material damage for which cover is provided under any other insurance or guarantee;
- 8) accidental injury or loss not caused through **your** negligence;
- 9) any injury, **illness**, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus however caused;
- 10) an **insured person** engaging in any **sports and activities** or **winter sports** where this **policy** specifically states that Personal Liability cover is excluded (regardless of whether the **sports and activities** or **winter sports premium** has been paid);
- 11) any **claim** arising in connection with a **trip** solely within **your home country**;
- 12) the use or ownership of weapons;
- 13) any action not brought under the jurisdiction of the courts of the country where the incident giving rise to the **claim** occurred;
- 14) anything mentioned in the General Exclusions.

Section 9 Legal Costs and Expenses **What is not covered**

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

Definitions relating to words that appear in section 9.

Appointed Representative: the **Preferred Law Firm**, law firm or other suitably qualified person which **we** will appoint to act on **your** behalf.

Costs and Expenses

- a) All reasonable and necessary costs charged by **your Appointed Representative** and agreed by **us** in accordance with **our Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

DAS/we/our/us: DAS Legal Expenses Insurance Company Limited.

Insured Incident: a specific or sudden accident which causes **your** death or bodily injury.

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

Reasonable Prospects: for civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** on **our** behalf, will assess whether there are **reasonable prospects**.

Standard Terms of Appointment: the terms and conditions (including the amount **we** will pay to **your Appointed Representative**) that apply to the relevant type of **claim**, which could include a conditional fee agreement (no win, no fee).

What is covered

In the event of an **Insured Incident** which causes **your** death or bodily injury **we** will pay up to £25,000 for the **costs and expenses** of an **Appointed Representative**, to provide legal advice and where there are **reasonable prospects** to take legal action on **your** behalf to recover losses or damages against negligent third-parties.

Exclusions applying to this section

We will not pay for the following:

- 1) A claim where at any point, **we** or the **Appointed Representative** assess that there are not **reasonable prospects** of success.
- 2) Any legal proceedings not dealt with by a court of law or by another body agreed by **us**.
- 3) A **claim** where **you** have failed to notify **us** of the **insured incident** within a reasonable time of it occurring and where this failure adversely affects the **reasonable prospects** of a **claim** or **we** consider that **our** position has been prejudiced.
- 4) An **insured incident** arising before the start, or after the end of an **insured journey**.
- 5) **Costs and expenses** incurred before **our** written acceptance of a **claim**.
- 6) In the event that **you** decide not to use the services of a **Preferred Law Firm**, any **costs and expenses** in excess of those which **we** would have incurred had **you** done so under **our Standard Terms of Appointment**.
- 7) Any **claim** relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
- 8) Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **your** physical bodily injury.
- 9) Defending **your** legal rights (**we** will however, cover defending a counter-claim).
- 10) Any **claim** relating to clinical negligence.
- 11) Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- 12) Any legal action which **you** take which **we** or the **Appointed Representative** have not agreed to, or where **you** do anything that hinders **us** or the **Appointed Representative**.
- 13) A dispute with **us** which is not otherwise dealt with under section 9 condition 7.
- 14) **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 15) Any **costs and expenses** which are incurred where the **Appointed Representative** handles the **claim** under a contingency fee arrangement.
- 16) A **claim** against **us**, **our** agent, tour operator or travel agent.

- 17) Any **claim** where **you** are not represented by a law firm or barrister.

Additional conditions applying to this section

- 1 a) On receiving a **claim**, if legal representation is necessary, **we** will appoint a **Preferred Law Firm** or in-house lawyer as the **Appointed Representative** to deal with **your claim**. They will try to settle **your claim** by negotiation without having to go to court.
 - b) If the appointed **Preferred Law Firm** or our in-house lawyer cannot negotiate settlement of **your** accident and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as **your Appointed Representative**.
 - c) If **you** choose a law firm as the **Appointed Representative** who is not a **Preferred Law Firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our Standard Terms of Appointment**.
 - d) The **Appointed Representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2 a) **You** must co-operate fully with **us** and with the **Appointed Representative**.
 - b) **You** must give the **Appointed Representative** any instructions that **we** ask **you** to.
- 3 a) **You** must tell **us** if anyone offers to settle a **claim**. **You** must not negotiate or agree to a settlement without **our** written consent.
 - b) If **you** do not accept a reasonable offer to settle a **claim**, **we** may refuse to pay any further **costs and expenses**.
 - c) **We** may decide to pay **you** the reasonable value of **your claim**, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any **claim** on **your** behalf. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
- 4 a) **You** must instruct the **Appointed Representative** to have costs and expenses taxed, assessed or audited if **we** ask for this.
 - b) **You** must take every step to recover **costs and expenses** and court attendance that **we** have to pay and must pay **us** any amounts that are recovered.

- 5) If the **Appointed Representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **Appointed Representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to the appointment of another **Appointed Representative**.
- 6) If **you** settle or withdraw a **claim** without **our** agreement, or do not give suitable instructions to the **Appointed Representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.
- 7) In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
- 8) For an enforcement of judgment to recover money and interest due to **you** after a successful **claim** under this section, **we** must agree that **reasonable prospects** exist, and where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.
- 9) If there is a disagreement between **you** and **us** about the handling of a **claim** and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
- 10) **We** may require **you** to obtain, at **your** expense, an opinion on the merits of the **claim** or proceedings or on a legal principle from a legal expert. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 11) **You** must:
 - a) keep to the terms and conditions of this section;
 - b) take reasonable steps to avoid and prevent claims;
 - c) take reasonable steps to avoid incurring unnecessary costs;
 - d) send everything **we** ask for, in writing;
 - e) report to **us** full and factual details of any **claim** as soon as possible;
 - f) give **us** any information **we** need.

- 12) **We** will, at **our** discretion, void this section (make it invalid) from its start date or from the date of **claim**, or alleged **claim**, or **we** will not pay the **claim** if:
- a claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
 - a false declaration or statement is made in support of a **claim**.
- 13) If any **claim** covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the **claim**.
- 14) In the event of **your** death as a result of an **insured incident** the benefits of this cover will attach to **your** personal representative (next of kin).
- 15) All Acts of Parliament mentioned in this section include equivalent Laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
- 16) Apart from DAS, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Section 10 Hijack

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

What is covered:

We will pay **you** £50 per complete 24 hours up to £5,000 in total if the aircraft or sea vessel in which **you** are travelling, as a fare paying passenger, is **hijacked** for more than 24 hours on the original, pre-booked, outward, or return journey.

Special conditions relating to claims

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

What is not covered:

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

Section 11 Personal Assistance Services

PLEASE NOTE: this service is only included in Comprehensive Cover policies.

What we can provide:

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

a) Information about your destination

We can provide information on:

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

Eurolaw Legal Advice

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

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

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

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

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

b) **Transfer of emergency funds**

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

You must authorise **us** to debit **your** credit or charge card with the amount of the transfer, or **you** must make alternative arrangements to deposit the funds in **our** account in the **United Kingdom**.

c) **Message relay**

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

d) **Drug replacement**

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

e) **Tracing lost baggage**

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

f) **Replacement travel documents**

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

g) **Homecall referral**

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

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

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

What we cannot provide:

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

Section 12 Home Country Cover

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

What is covered:

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

If necessary **we** will also arrange and pay for a medical escort to accompany **you**.

If **we** arrange **your** medical transfer, **we** will also pay additional accommodation and travelling costs as described in Section 2a up to £1,000.

What is not covered:

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

Section 13 Optional Travel Disruption Extension

PLEASE NOTE: this section of cover will only apply if you have paid the required additional premium and it is shown on your certificate.

Extended Cancellation or Curtailment cover

What is covered:

We will pay **you** up to £1,000 for any irrecoverable unused travel and accommodation costs (and other prepaid charges) which **you** have paid or are contracted to pay, plus any reasonable additional travel expenses incurred if **you** were not able to travel and use **your** booked accommodation or the **trip** was **curtailed** before completion as a result of the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling issuing a directive:

- a) prohibiting all travel or all but essential travel to; or
- b) recommending evacuation from the country, or specific area or event to which **you** were travelling,

providing the directive came into force after **you** purchased, renewed or extended this insurance or booked the **trip** (whichever is the later), or in the case of **curtailment** after **you** had left the **United Kingdom** to commence the **trip**.

Extended Travel Delay cover

What is covered:

We will pay **you** one of the following amounts:

1. If the scheduled **public transport** on which **you** are booked to travel is cancelled or delayed, leading to **your** departure being delayed for more than 12 hours at the departure point of any connecting **public transport** in the **United Kingdom** or to **your** overseas **destination** or on the return journey to **your home**:
 - a) £20 for the first completed 12 hours delay and £10 for each full 12 hours delay after that, up to a maximum of £100 provided **you** eventually continue the **trip**.
2. Up to £1,000 for either:
 - a) any irrecoverable unused accommodation and travel costs (and other pre-paid charges) which **you** have paid or are contracted to pay because **you** were not able to travel and use **your** booked accommodation as a result of:
 - i) the scheduled **public transport** on which **you** were booked to travel from the **United Kingdom** is cancelled or delayed for more than 24 hours; or
 - ii) **you** are involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours and **you** choose to cancel **your trip** because the alternative transport to **your** overseas **destination** offered by the **public transport** operator was not reasonable; or
 - b) additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** overseas **destination** and/or in returning to the **United Kingdom** as a result of:
 - i) the **public transport** on which **you** were booked to travel being cancelled, delayed for more than 24 hours, diverted or re-directed after take-off; or
 - ii) **you** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours and **you** choose to make other travel arrangements for **your trip** because the alternative transport offered by the scheduled **public transport** operator was not reasonable. The amount

payable will be calculated after deduction of the amount of the refund on **your** ticket(s) together with any compensation from the **public transport** operator.

You can only **claim** under subsections i) or ii) for the same event, not both.

Extended Missed Departure cover

What is covered:

1. **We** will pay **you** up to £500 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** overseas **destination** or returning to the **United Kingdom** if **you** fail to arrive at the departure point in time to board any onward connecting public transport on which **you** are booked to travel, following completion of the initial international journey, including connections within the **United Kingdom** on the return journey to **your home** as a result of:
 - a) the failure of other scheduled **public transport**; or
 - b) **strike or industrial action**, adverse weather conditions or disruption due to a volcanic eruption;
 - c) **you** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours.

Catastrophe cover

What is covered:

We will pay **you** up to £1,000 for either:

1. any irrecoverable unused accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay because **you** were not able to travel and use **your** booked accommodation or;
 2. additional accommodation (room only) and travel expenses necessarily incurred:
 - i) up to the standard of **your** original booking, if **you** need to move to other accommodation on arrival or at any other time during the **trip** because **you** cannot use **your** booked accommodation; or
 - ii) with the prior authorisation of **Staysure Assistance** to repatriate **you** to **your home** if it becomes necessary to **curtail** the **trip**;
as a result of, fire, flood, earthquake, explosion, tsunami, landslide, avalanche, volcanic eruption, snow, hurricane, storm or an outbreak of food poisoning or an infectious disease affecting **your** accommodation or resort.
- You** can only **claim** under one of subsections 1 or 2 for the same event, not both.

Special conditions relating to claims

(applicable to all of section 13)

1. **You** must notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel **your trip**. If **you** fail to do this, **our** liability shall be restricted to the cancellation charges that would have applied at that time.
2. **You** must provide (at **your** own expense) written confirmation from the provider of the accommodation (or their administrators), the local Police, or relevant authority that **you** could not use **your** accommodation and the reason for this.
3. For **curtailment claims** only: **you** must tell **Staysure Assistance** as soon as possible of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.
4. **You** must have checked in for your flight, unless **your** tour operator, or airline has requested **you** not to travel to the airport.
5. **You** must provide (at **your** own expense) written confirmation from the scheduled **public transport** operator (or their handling agents) of the cancellation, number of hours of delay, or involuntarily denied boarding and the reason for these together with details of any alternative transport offered.
6. **You** must comply with the terms of contract of the scheduled **public transport** operator and attempt to recover your costs elsewhere before making a claim.
7. **You** must provide (at **your** own expense) written confirmation from the scheduled **public transport** operator/accommodation provider that reimbursement has not been and will not be provided.
8. Costs, charges or expenses, if they are also covered under any other section of this **policy**. **You** can only **claim** for these under one section for the same event.

What is not covered (applicable to all of section 13):

1. The **excess** (except **claims** under subsection 1a under the Extended Travel Delay).
2. The cost of Airport Departure Duty/Tax (whether irrecoverable or not).
3. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
4. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.

5. **Claims** arising directly or indirectly from:
 - a) **Strike or industrial action**, cancellation of **public transport** or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which **you** were travelling, existing or being publicly announced by the date **you** purchased, renewed or extended this insurance or at the time of booking any **trip**.
 - b) Denied boarding due to **your** drug use, alcohol or solvent abuse or **your** inability to provide a valid passport, visa or other documentation required by the **public transport** operator or their handling agents.
6. Any costs incurred by **you** which are recoverable from the providers of the accommodation (or their administrators) or for which **you** receive or are expected to receive compensation or reimbursement.
7. Any costs incurred by **you** which are recoverable from the **public transport** operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
8. Any accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements.
9. Any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your trip**.
10. Any circumstance existing or being publicly announced on or before the date **you** purchased this insurance or at the time of booking any **trip**, whichever is later.
11. Any claims arising if this optional extension was not purchased at the same time as the purchase or renewal of the **policy**.
12. Anything mentioned in the General Exclusions.

Claims evidence

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

1. A copy of the advice against all travel or all but essential travel issued by the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or the regulatory authority in a country to/from which **you** are travelling or were planning to travel.
2. Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/accommodation.
3. In the case of **curtailment claims**, **we** will require a breakdown of **your** paid costs and charges that make up the total cost of the **trip** from **your**

travel agent, tour operator or provider of transport/ accommodation.

4. **Your** unused travel tickets.
5. A letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of **your** check-in times.
6. Written confirmation from the scheduled **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or involuntarily denied boarding and the reason for these together with details of any alternative transport offered.
7. Written confirmation from the company providing the accommodation (or their administrators), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
8. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.

Section 14 Optional End Supplier Failure Promptly

PLEASE NOTE: this section of cover will only apply if you have paid the required additional premium and it is shown on your certificate.

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.

What is covered:

The **insurer** will pay up to £3,000 in total for each **insured person** named on the **certificate** for:

- a) irrecoverable sums paid in advance in the event of insolvency of the travel or accommodation provider not forming part of an inclusive holiday prior to departure; or
- b) in the event of insolvency after departure:
 - i. additional pro rata costs incurred by the **insured person** 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
 - ii. if **curtailment** of the holiday is unavoidable – the cost of return transportation to the United Kingdom, Channel Islands or Isle of Man to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements. Provided that in the case of a) and b) above, where practicable the **insured person** shall have obtained the approval of the **insurer** prior to incurring the relevant costs by contacting the **insurer** as set out below.

What is not covered:

The **insurer** will not pay for:

1. travel or accommodation not booked within the **United Kingdom**, Channel Islands or Isle of Man.
2. the financial failure of:
 - a) any travel or accommodation provided in Chapter 11 or any threat of insolvency being known as at the insured person date of application for this **certificate**;
 - 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 person** to claim.
For example, loss due to being unable to reach **your** pre-booked hotel following the financial failure of an airline.

We cover:

For the insolvency of any travel arrangements booked in the **United Kingdom**, Channel Islands or Isle of Man (not forming part of an inclusive holiday) and not bonded or insured already.

These would include:

Scheduled Airlines, Hotels, Car ferries, Villas abroad & cottages in the **United Kingdom**, Train Operator including the Eurostar, Coach Operator, Cruises not bonded, Car hire company, Caravan sites / Campsites / Mobile homes, Camper rental, Safaris, Excursions, Eurotunnel, Theme parks such as Disneyland Paris.

We do not cover:

The booking agent or consolidator.

Claims procedure (for International Passenger Protection **claims** only)

Any occurrence which may give rise to a **claim** should be declared 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 +44 208 776 3752, or Fax +44 208 776 3751
Email info@iplplondon.co.uk

IPP will only accept **claims** submitted up to six months after the failure. Any **claims** submitted after the six month period will NOT be processed.

Section 15 Optional Travel Legal Dispute

PLEASE NOTE: this section of cover may only be included subject to selection of this section and payment of the required additional premium, as shown on the certificate.

Definitions relating to words that appear in section 15

Agent

The **agent** appointed by the Coverholder to transact this insurance with **you**.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Claim Limit(s)

The amount **we** will pay in respect of any one **claim** and the total amount payable within any one **period of cover** as specified within the Schedule.

Claims Specialist

Our own **claims** panel solicitor or claims handler.

Court

A **court**, tribunal or other competent authority.

Event

The initial **event**, act or omission which sets off a natural and continuous sequence of **events** that subsequently gives rise to a **claim** for **professional fees** and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured **event**.

Holiday

A **holiday** trip outside of the **United Kingdom** or a **holiday** within the **United Kingdom** which includes two or more consecutive nights stay in **pre-booked accommodation**.

Insured Person

The persons named within the **policy certificate** attached to this policy.

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial

Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0845 606 1234. UK General Insurance Limited registration number is 310101.

Legal Proceedings

When formal **legal proceedings** are issued against an opponent in a **court** of law.

Pre-Booked Accommodation

A commercially run premises where a fee is charged which has been booked prior to **your** departure on **your holiday** not including premises owned by friends or family.

Professional Fees

Legal fees and costs properly incurred by the **authorised professional**, with **our** prior written authority including costs incurred by another party for which **you** are made liable by **court** order, or may pay with **our** consent of a civil claim in the **territorial limits** arising from an Insured Incident.

In the **event** that the matter falls within the limits of a Small Claims **Court**, the maximum amount payable to the **authorised professional** shall be limited to the maximum amount recoverable from that respective **court**.

Standard Professional Fees

The level of **professional fees** that would normally be incurred by **us** in either handling this matter using **our** own **claims specialists** or a nominated **authorised professional** of **our** choice.

Territorial Limits

Worldwide but only where **legal proceedings** can be brought in a United Kingdom or European Union (EU) country's **court** jurisdiction.

Time of Occurrence

When the **event** occurred or commenced whichever is the earlier.

We, Us, Our

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0845 606 1234.

Insured events

Section 15a – Consumer disputes

What is covered;

Pursuing a breach of contract claim arising from a contract

(which must be evidenced and recorded in writing) entered into by or on **your** behalf for the purposes of undertaking a **holiday** in order to seek compensation and or implementation of the contract from the following:-

- a) **your** Tour Operator or **holiday** Company;
- b) **your** Travel Agent;
- c) a Car Hire company with whom **you** have pre-booked a vehicle;
- d) an Airline, Ferry, Train, Cruise liner or Coach Operator;
- e) a Hotelier or Property Owner.

Subject to the cause of action arising within the **territorial limits** and where **legal proceedings** are able to be brought in a United Kingdom or European Union (EU) Country's **court** jurisdiction.

What is not covered under section 15a:

- 1) any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
- 2) an **event** not reported to the **insurer** within 30 days of returning from the **holiday** subject to the dispute;
- 3) **professional fees** and expenses which a **Court** of Criminal Jurisdiction orders to be paid;
- 4) actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
- 5) the **insured person's** travelling expenses, subsistence allowances or compensation for absence from work;
- 6) any claim where the **event** arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.
- 7) the first £35 of each and every claim under this section.

Section 15b – Illness

What is covered;

Pursuing a civil action for compensation against someone else who negligently causes **you** illness whilst undertaking or as a direct consequence of taking a **holiday**.

Subject to the cause of action arising within the **territorial limits**.

What is not covered under section 15b:

- 1) any claim where in **our** opinion there are not reasonable prospects of success in obtaining sensible compensation;
- 2) **professional fees** and expenses incurred prior to **our** written acceptance of the case;
- 3) any claim where the **professional fees** and expenses are likely to be greater than the anticipated amount of compensation;
- 4) any claim where the **professional fees** and

expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement);

- 5) Legal costs and expenses incurred if an action is brought in more than one country;
- 6) any claim where in **our** opinion the estimated amount of compensation payment is less than £1,000 for each **insured person**;
- 7) travel, accommodation and **incidental** costs incurred to pursue a civil action for compensation;
- 8) the costs of any Appeal;
- 9) claims by **you** other than in **your** private capacity;
- 10) any claim where cover is available under a travel insurance policy.

Exclusions

You are not covered for under sections 15a and 15b:

- 1) **Professional fees** incurred:-
 - a) in respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance;
 - b) where the **insured person** should have realised when purchasing this insurance that a claim under this insurance might occur;
 - c) before **our** written acceptance of a claim;
 - d) before **our** approval or beyond those for which **we** have given **our** approval;
 - e) where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**;
 - f) where **you** are responsible for anything which in **our** opinion prejudices **your** case;
 - g) if **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
 - h) where **you** decide that **you** no longer wish to pursue **your claim** as a result of disinclination. All costs incurred up until this stage will become **your** responsibility;
 - i) in respect of the amount in excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice;
- 2) the pursuit, continued pursuit or defence of any claim if **we** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- 3) claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**;

- 4) appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable prospects of success;
- 5) any **professional fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
- 6) damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator;
- 7) claims arising from an **event** arising from **your** deliberate act, omission or misrepresentation;
- 8) claims arising from:-
- ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
 - war, terrorism or any like or any associated risk;
 - pollution or contamination of any kind;
 - pressure waves caused by aircraft or other aerial devices;
- 9) any **professional fees** relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
- 10) a dispute which relates to any compensation or amount payable under a contract of insurance;
- 11) a dispute with **us** not dealt with under the Arbitration condition;
- 12) any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
- 13) **Legal proceedings** outside the European Union (EU) and proceedings in constitutional international or supranational **courts** or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights;
- 14) **Legal proceedings** between an **insured person** and a central or local government authority;
- 15) disputes between an **insured person** and their family or a matrimonial or co-habitation dispute;
- 16) fees payable to the **authorised professional** that exceed the maximum amount recoverable from the respective **court** where the dispute falls within the limits of a Small Claims **Court**;
- 17) any claims made or considered against **us**, the **agent** or **authorised professional** used to handle any claim;
- 18) any claims relating to cosmetic treatment, surgery or tanning;
- 19) **professional fees** incurred that exceed the maximum amount recoverable from that respective **court** in relation to matters that fall within Small Claims **Court** Limits.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing within 30 days of returning from the respective **holiday** about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur **professional fees**.

We will give such consent if **you** can satisfy **us** that there are reasonable prospects of success in pursuing or defending **your** claim and that it is necessary for **professional fees** to be paid and **you** have paid the **excess**.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:-

- Your** prospects of success are insufficient;
- It would be better for **you** to take a different course of action;
- We** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

We may limit any **professional fees** that **we** will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

- If **we** consider it is unlikely a sensible settlement will be obtained; or
- Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- We** consider that it is unlikely that **you** will recover the sums due and or awarded to **you**.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be

deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

UK General Insurance Ltd is an **insurers** agent and in the matters of a claim act on behalf of the **insurer**.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **you** have elected to use **your** own nominated **authorised professional you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

Conduct of Claim

- 1) **You** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.
- 2) **We** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **You** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.
- 3) **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert or agent or other person without **our** agreement.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Data Protection

The data supplied by **you** will only be used for the purposes of processing this section of **your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which **we** are holding about **you**. If **you** wish to make such an inspection, **you** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively or to protect **your** interests or for fraud prevention and detection purposes, **we** may disclose data **you** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom

the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Notification and Advice Helpline Service for sections 14a and 14b

All potential claims must be reported initially to the Travel Dispute Claims Notification and Advice Helpline Service for advice and support.

Travel Dispute Claims Notification & Advice Helpline Service: 01384 377000

We will not accept responsibility if the Helpline Services fail for reasons beyond **our** control.

Section 16 Optional Winter Sports Cover

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

When are you covered for winter sports?

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

For Single Trip policies – **You** have selected this option and paid the required additional **premium** for the **period of cover**.

For Annual Multi-trip policies – **You** only undertake one **trip** of up to 17 days in total during the **period of cover**. This can be extended up to 31 days in total when an additional **premium** has been paid and this is shown on **your certificate**.

What is covered:

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

You are covered when engaging in the following **winter sports** and activities on a non-competitive and

non-professional basis during **your trip** when **you** have paid the additional **winter sports premium**:

Ice-skating (outdoor), Glacier skiing, Guided cross-country skiing (Nordic Skiing), Mono-skiing (on-piste), Skiing or Snowboarding (off-piste but on recognised and authorised areas only), Skiing or Snowboarding (on-piste), Tobogganing.

Your policy can be extended to cover the following **winter sports** activities for an additional **premium**, but no cover will apply in respect of any Personal Accident or Personal Liability **claims**:

Ice sailing/ice windsurfing, Skidoo or Snow mobiling.

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

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

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

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

If **you** are undertaking a pursuit or activity which is not listed in this **policy**, or are in any doubt as to whether cover will apply, please call Staysure Customer Services on 0844 692 8418.

Section 16a Winter Sports Equipment

What is covered in addition to Section 6 – Personal Baggage:

- **We** will pay up to £500 per **insured person** if **winter sports equipment** belonging to **you** is damaged, stolen, destroyed or lost (and not recovered) in the course of **your trip**. There is a **single article** limit of £300, whether jointly owned or not.
- **We** will pay the cost of the replacement or the repair of **your winter sport equipment**, whichever is the lower, after making an allowance for wear and tear and loss of value using the following scale;

Age of Item	Amount Payable
Up to 12 months old	90% of the price you paid
Up to 24 months old	70% of the price you paid
Up to 36 months old	50% of the price you paid
Up to 48 months old	30% of the price you paid
Up to 60 months old	20% of the price you paid
Over 60 months old	Nil

Special conditions relating to claims

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

What is not covered

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

Section 16b Ski Pass

What is covered:

We will pay up to £250 if **your** ski pass, which **you** are carrying on **you**, or which **you** have left in a safety-deposit box or safe, is lost, stolen, damaged or destroyed during a **trip**.

What is not covered:

- The **excess**;
- Any **claim** if **your** ski pass was lost or stolen and **you** did not report it to the Police within 24 hours after **you** discovered it was lost or stolen, and for which **you** have not obtained a written Police report;
- Ski passes left **unattended** in a public place;
- Anything mentioned in the General Exclusions.

Section 16c Winter Sports Equipment Hire

What is covered:

We will pay £20 per day, up to £300, for hiring replacement **winter sports equipment** if **yours** is lost, stolen, or damaged during **your trip**.

Special Condition relating to claims

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

What is not covered:

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

Section 16d Ski Pack

What is covered:

We will pay up to £250 for the unused part of **your** ski pack, if due to illness or injury **you** are medically certified as being unable to participate in winter sports. A ski pack includes ski-school fees or ski instructor fees, and the cost of any lift pass that **you** have booked.

Special Condition relating to claims

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

What is not covered:

- Anything mentioned in the General Exclusions.

Section 16e Winter Sports Equipment Delay

What is covered:

We will reimburse up to £20 per day, up to £300, for the hire of replacement **winter sports equipment** if **your winter sport equipment** is certified by the **carrier** to have been misplaced for more than 12 hours on the outward journey of a **trip**.

Special Condition relating to claims

You must provide **us** with receipts and written confirmation from the **carrier** confirming the delay.

What is not covered:

- Anything mentioned in the General Exclusions.

Section 16f Piste Closure

What is covered:

We will pay £20 per day up to £200, if during **your trip** **you** are prevented from participating in **winter sports** activities at **your** pre-booked resort for more than 24 consecutive hours, because insufficient snow causes a total closure of the lift system:

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

Special conditions relating to claims

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

What is not covered:

- 1) **claims** arising from closure of the resort lift system due to avalanches or dangerous high winds;
- 2) **trips** in the Northern Hemisphere outside the period commencing 1st December and ending 31st March;
- 3) **trips** in the Southern Hemisphere outside the period commencing 1st May and ending 30th September;
- 4) anything mentioned in the General Exclusions.

Section 16g Avalanche or Landslide

What is covered:

We will pay up to £20 per day up to £160 for reasonable extra accommodation and travel expenses if, following avalanches, or landslides, access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed**.

Special conditions relating to claims

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

What is not covered:

- 1) Anything mentioned in the General Exclusions.

Section 17 Optional Golf Cover

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

Definitions relating to words that appear in section 17

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

Section 17a Golf Equipment

What is covered:

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

Within this amount the following sub-limits apply:

- a) **We** will pay up to £500 for any one club or one piece of **golf equipment**. If **you** cannot provide an original receipt or other satisfactory proof of ownership and value to support the **claim**, payment for any **single article**, or for any one **pair or set** of articles, will be limited to a maximum of £60. Evidence of replacement value is not sufficient.
- b) **We** will pay up to £500 in total, for all articles lost, damaged or stolen in any one insured incident. If **you** cannot provide satisfactory proof of ownership and value.
- c) The amount payable will be the value at today's prices less a deduction for wear and tear and depreciation, (calculated from the following table), or **we** may at **our** option replace, re-instate or repair the lost or damaged **golf equipment**.

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

What is not covered:

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

Section 17b Golf Equipment Hire

What is covered:

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

Special conditions relating to claims (applies to Sections 17a and 17b)

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

- 7) If claiming for **your** goods that were stolen, or lost **you** should produce proof of purchase of the original goods by way of receipts, credit card or bank statements – otherwise **our** liability shall be limited to £60.

What is not covered:

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

Section 17c Non-refundable golfing fees

What is covered:

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

- a) **you** being unable to play golf due to **your** accidental injury, or **illness**, or adverse weather conditions causing the closure of the golf course; or

- b) loss or **theft** of **your** documentation which prevents **your** participation in the pre-paid golfing activity.

Special conditions relating to claims

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

What is not covered:

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

Section 17d Hole-in-one cover

What is covered:

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

What is not covered:

- 1) if **you** are not a member of a recognised golf club affiliated to a National Golfing Union or do not hold an official National Golfing Union Handicap;
- 2) if **you** do not have **your** scorecard signed by **your** playing partner(s) who must be members of a National Golfing Union, and countersigned by the secretary/manager of the club at which the hole-in-one has been scored;
- 3) if the golf course at which the hole-in-one is scored is not affiliated to the Golfing Union of the country in which it is located;
- 4) if the golf course is of fewer than 18 holes or if the hole at which the hole-in-one is scored is shorter than 90 metres (98 yards);
- 5) if temporary greens and/or tee boxes are in use;
- 6) anything mentioned in the General Exclusions.

Section 18 Optional Wedding Cover

PLEASE NOTE: this section of cover can be included in **Comprehensive Cover** policies only, subject to payment of the required additional premium, and it is shown on your certificate.

Definitions relating to words that appear in section 18

Wedding attire – Bride’s dress with accessories and bridegroom’s suit with accessories.

Wedding gifts – Gifts for the bride and bridegroom presented for the purpose of celebrating the wedding.

Insured couple – the Bride and Bridegroom, both being **insured persons**.

Period of cover

The **period of cover** under Section 18c (Photographs and Videos) starts on **your** wedding day and ends on **your** return to **your home** on completion of **your trip**. Cover under all other sections starts at the time of leaving **your home** to begin the **trip** and ends on **your** return from the **trip** as specified in the itinerary but shall not exceed the period stated in **your certificate**. In any event cover will start no more than 24 hours prior to the booked departure time from **your home country** and will end no more than 24 hours after the booked return to **your home country**.

Section 18a Wedding rings

What is covered:

We will pay up to £250 per ring for any loss, **theft** or damage to the **insured couple’s** wedding rings (one ring per person), occurring within the **period of cover**.

We will pay for the repair, replacement or reinstatement of the lost, stolen or damaged ring(s) at **our** option.

Section 18b Wedding attire & wedding gifts

What is covered:

We will pay up to £1,500 per **insured couple** for the permanent loss, theft or damage to **your wedding attire** and up to £1,000 per **insured couple** for the permanent loss, theft or damage to **your wedding gifts** during the **period of cover**, for the repair, replacement or reinstatement of the lost, stolen or damaged **wedding attire** or **wedding gifts**.

Special conditions relating to claims (applies to Sections 18a and 18b)

- 1) **We** will either pay **you** for the loss, or to replace, reinstate, or repair the items concerned. Payment will not be made on a “new for old”, or replacement cost basis. A deduction therefore, will be made for wear and tear and depreciation.
- 2) **You** must take all normal precautions to secure the safety of **your** wedding rings, **wedding attire** and **wedding gifts**, and must not leave them unsecured, **unattended**, or outside **your** reach at any time in a place where the public have access.
- 3) If **you** are claiming for stolen or lost items **you** must produce a receipt for the purchase of the original items.
- 4) **You** must, within 24 hours of the incident, report the loss or theft of **your** wedding rings, **wedding attire** and/or **wedding gifts** to the local Police, (damage to **your** wedding rings, **wedding attire** and/or **wedding gifts** in transit must be reported to the **carrier** and obtain a Property Irregularity Report (PIR) from **your** airline).
- 5) **You** must provide **us** with a written Police report confirming that the loss or **theft** occurred during the **trip** – otherwise no **claim** will be paid.

What is not covered (applies to Sections 18a and 18b):

- 1) the **excess**;
- 2) any item loaned, hired or entrusted to **you**;
- 3) any loss or theft from an **unattended** motor vehicle if:
 - i. the items concerned have not been locked out of sight in a **secure baggage area**.
 - ii. no forcible and violent means have been used by an unauthorised person to affect entry into the vehicle; and
 - iii. no evidence of such entry is available.
- 4) **losses** from a roof, or boot baggage rack;
- 5) **theft** of **valuables** from an **unattended** motor vehicle, baggage in transit, or from baggage left in the custody of the hotel;
- 6) wear and tear, damage caused by moth, or vermin, denting, or scratching, atmospheric, or climatic conditions, deterioration, depreciation or any process of dyeing, or cleaning;
- 7) confiscation, or detention by Customs, or other lawful officials and authorities;
- 8) bonds, securities, stamps or documents of any kind, musical instruments, glass, china, antiques, pictures, coupons, personal organisers, electronic audio or

General Conditions – applying to all sections

- digital media, games consoles, laptops, tablets and other computer equipment and hand-held electronic devices including but not limited to MP3 players, MP4 players, smart phones, Blackberries, iPods, iPads, Kindles and the like and associated software, vehicles or accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession;
- 9) damage to fragile, or brittle articles unless by fire, or resulting from an **accident** to a seagoing vessel, aircraft, or vehicle;
- 10) anything mentioned in the General Exclusions.

Section 18c Photographs and videos

What is covered:

We will pay up to £750 per **insured couple** for:

- a) Reasonable additional costs incurred by the **insured couple** if the pre-booked professional photographer cannot attend **your** wedding at the specified time and date due to **illness**, injury or transport problems, and
- b) Reasonable additional costs incurred by the **insured couple** to re-print or re-take the professionally taken photographs or video(s) of the wedding if the original photographs and video(s) are permanently lost or damaged up to 14 days after the wedding.

Special conditions relating to claims under Section 18c

- 1) **You** must obtain written confirmation of the reason **your** professional photographer could not attend.
- 2) **You** should obtain a written report confirming **your** photographs, negatives, or videos are lost, stolen or damaged and the nature and extent of that damage.
- 3) Receipts for any additional costs must be provided when making a **claim**.

What is not covered under Section 18c:

- 1) the **policy excess**;
- 2) additional costs arising from any change to the specified time and date of **your** wedding of which **you** are aware prior to the commencement of **your** holiday;
- 3) the cost of reprinting photographs or video(s) not owned or ordered by **you**;
- 4) replacement photographs, or video(s) caused by lack of competence;
- 5) anything mentioned in the General Exclusions.

- 1) **You** will not be covered under sections 1, 2 and 3, unless **you** have made **your medical health declaration(s)** for the period for which **your** insurance is required, and **you** have declared **ALL pre-existing medical conditions to us** and **we** have written to **you** accepting them for insurance.
- 2) Any medical information supplied in **your medical health declaration** will be treated in the strictest confidence, will be used solely for **our** own internal purposes for the assessment of risk and for any **claims**. It will not be disclosed to anyone else without **your** specific approval. **We** shall not refuse cover unless, in **our** opinion, the risk associated with the particular person travelling is substantially greater than that represented by the average healthy traveller. The cost of any medical evidence produced in connection with a **medical health declaration** shall be borne by **you**.
- 3) It is **your** responsibility to ensure **you** have told **us** about any change in **your** health, or medical status before **you** depart on each **trip** and throughout the **period of cover**. Any change must be accepted in writing by **us** before cover will be continued. If **you** are in doubt as to whether a change is important, **you** should contact Staysure Customer Services.
- 4) This **policy** is a legal contract based on the information **you** supplied when **you** applied for, renewed, or amended this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that **you** have answered **our** questions fully and accurately. Failure to provide full and accurate disclosure may affect **your claim**.
- 5) **You** must exercise reasonable care for the supervision and safety of both **you** and **your** property. **You** must take all reasonable steps to avoid, or minimise any **claim**. **You** must act as if **you** are not insured.
- 6) **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations, or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- 7) **You** must comply in full with the terms and conditions of this **policy** before a **claim** will be paid.
- 8) **You** must contact **Staysure Assistance** as soon as possible where **your claim** is more than £350. **You** must make no admission of liability, offer, promise or payment without **our** prior consent.

- 9) **We** are entitled to take over the defence, or settlement of any **claim**, recover expenses or compensation from any other third parties involved at any time, or take legal action in **your** name or in the name of anyone else claiming under this **policy**.
- 10) **We** may, at any time, pay to **you our** full liability under this **policy** after which no further liability shall attach to **us** in any respect, or as a consequence of such action.
- 11) **You** will co-operate fully with **us** in any recovery attempt **we** make to recover sums that **we** have paid out under the terms of the **policy**. **We** will pay all costs associated with the recovery of **our** outlay. **You** agree not to take any action that may prejudice **our** recovery rights and will advise **us** if **you** instigate proceedings to recover compensation arising from any incident which has led to a successful **claim** against this **policy**. The sums **we** have paid out under the terms of the **policy** will be reimbursed from any recovery made.
- 12) **You** must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). **We** may at any time and at **our** expense take such action as **we** deem fit to recover the property lost or stated to be lost.
- 13) In the event of a valid **claim you** shall allow **us** the use of any relevant **travel documents you** are not able to use because of the **claim**.
- 14) **You** must notify **us** in writing of any event which may lead to a **claim**, within 28 days of **your** return to **your home**:
- **You** must complete a claim form substantiating **your claim**, together with (at **your** own expense) all certificates, information, evidence and receipts that **we** reasonably require.
 - As often as **we** require **you** shall submit to medical examination at **our** expense.
 - **We** may request a post mortem examination to be carried out for an **insured person** at **our** expense.
- 15) This **policy** shall become void and the **premium** paid shall be forfeited if any fraudulent **claim** is made. Any benefits so claimed and received must also be repaid to **us**.
- 16) If any dispute arises as to the **policy** interpretation, or as to any rights or obligations under this **policy**, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the Complaints Section. Using this service will not affect **your** legal rights.
- 17) **You** will be required to repay to **us**, within one month of **our** request to **you**, any costs or expenses **we** have paid on **your** behalf which are not covered under the terms and conditions of this **policy**.
- 18) This **policy** is subject to the Laws of England and Wales unless **we** agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
- 19) When engaging in any covered sport or holiday activity **you** must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and **you** must use all appropriate precautions, equipment and protection.
- 20) At all times **you** must satisfy **yourself** that **you** are capable of safely undertaking the planned sport or activity and **you** must take care to avoid injury, **accident** or loss to **yourself** and to others.
- 21) **We** will not pay for any costs which are recoverable elsewhere.
- 22) **You** must disclose details of any other insurance policy held. If **you** fail to do so this may result in **your claim** not being paid. Each insurance company will contribute a proportion of the full amount of **your claim** payment (providing **your claim** is valid), except for valid Personal Accident **claims** which **we** will pay in full.
- Under no circumstances shall **you** benefit from double payment (dual insurance) under the terms of any of **your** insurance policies. In the **event** that **you** have received payment to which **you** were not entitled under this **policy we** have the right to recover the value of the overpayment from **you**.
- 23) If **you** are travelling to a European Union country it is a condition of this insurance **policy** that **you** obtain a European Health Insurance Card (EHIC).

General exclusions – applying to all sections

No section of this policy shall apply in respect of:

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

- pre-authorised by **us** or part of a valid **claim** under Section 2 (Medical Emergency & Repatriation), Section 1 (Cancellation), Section 3 (Curtailed & Trip Interruption) or Section 6c (Personal Money & Passport).
- 11) Any deliberately careless or deliberately negligent act or omission by **you**.
 - 12) Any **claim** arising or resulting from **your** own illegal or criminal act.
 - 13) Any **claim** arising directly or indirectly from **your** drug addiction or solvent abuse, alcohol intake, or **you** being under the influence of drug(s).
 - 14) Any **claim** arising or resulting directly or indirectly from **your** suicide, attempted suicide, intentional self-injury, needless self-exposure to danger except in an endeavour to save human life, or fighting except in self-defence.
 - 15) **You** engaging in **manual work** in conjunction with any profession, business or trade during the **trip**.
 - 16) **You** engaging in any **sports and activities** or **winter sports** where **you** have not selected the optional cover and the **premium** required has not been paid, or where such activity is not listed as covered in this **policy**.
 - 17) Participation in any organised competition involving any **sports and activities** or **winter sports**.
 - 18) 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:
 - a) **Active participation**.
 - b) **War and civil unrest** including any action taken in controlling, preventing, suppressing or in any way relating to **war and civil unrest**, unless **you** are in an area subject to **war and civil unrest** at the outbreak of hostilities, in which case **you** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **you** take the first reasonable opportunity to leave the area. If **you** fail to take such an opportunity all cover under this **policy** will end.
 - c) **Nuclear energy**, including nuclear reactions, radiation and **contamination**.
 - d) **Weapons of Mass Destruction**.
 - e) **Cyber-terrorism**.
 - 19) Any **claim** when **you** have not paid the required **premium** for the number of days comprising **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid. For annual multi-trip policies, **you** will not be covered for any part of any **trip** where the **trip** duration exceeds the maximum number of days permitted.
 - 20) Loss of any kind arising from the provision of, or any delay in providing, the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.
 - 21) Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this **policy** relates, whether provided by **us** or by anybody else (whether or not recommended by **us** and/or acting on **our** behalf) unless negligence on **our** part can be demonstrated.
 - 22) Any expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
 - 23) Arising from **you** acting against the advice of a **doctor**.
 - 24) For any search and rescue costs.
 - 25) **Your** travel to a country or specific area or **event** to which the Foreign & Commonwealth Office, or the World Health Organisation (WHO), or similar governing body have advised against all, or all but essential travel.
 - 26) Arising from volcanic ash clouds (unless the additional premium for cover under Section 13 (Travel Disruption) has been paid).
 - 28) **Claims** arising from actual or planned **strike** or **industrial action** which was common knowledge at the time **you** booked the **trip** or purchased cover (if later);
 - 29) Withdrawal from service of the aircraft, sea vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country.

Making a claim

If **you have a medical emergency, need to curtail your trip or require the Personal Assistance Services while you are outside the United Kingdom, please call Staysure Assistance on + 44 1403 288 414. The Emergency Assistance Line is open 24 hours a day, 365 days a year.**

Travel Claims

If **you** need to make any kind of non-emergency **claim**, please call the **Claims** team on 01403 288 171 if **you** are within the **United Kingdom** or + 44 1403 288 171 if **you** are abroad.

You can also register **your claim** online by visiting the following website: www.reactiveclaims.com/staysure.

Please have **your** insurance **certificate** number to hand, and have ready any documents **you** may have that could be relevant to **your claim** for cover as detailed under Sections 1 to 18 (for example medical certificates, travel tickets, boarding passes, letters from authorities/ **public transport** providers/airlines, depending on which section of cover **you** are claiming for).

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

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

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

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

Subrogation

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

Fraud

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

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

Disclosure of Information

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

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

Please Note

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

Important notice

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

1. Denied boarding and cancelled flights

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

2. Long delays

If **your** flight is delayed for more than five hours, the airline must offer to refund **your** ticket.

3. Baggage

If **your** checked-in baggage is damaged or lost by an EU airline, **you** must **claim** compensation from the **carrier** within seven days. If **your** checked-in baggage is delayed, **you** must **claim** compensation from the **carrier** within 21 days of its return.

Complaints

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

Complaints related to **your policy**:

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

Customer Service Manager
Staysure.co.uk Limited
McGowan House, Waterside, The Lakes,
Bedford Road, Northampton NN4 7XD.

Complaints related to **your claim**:

For all sections except 9, 13 and 14 - please forward details of **your** complaint to:

The Managing Director
ERV / ETI International Travel Protection
Albany House, 14 Bishopric, Horsham RH12 1QN.
Email: contact@erv.co.uk

If **you** wish to complain under section 9 **Legal Costs and Expenses** – please forward details of **your** complaint to:

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

If **you** wish to complain under section 14 **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 BR4 0PR.

If **you** wish to complain under section 15 **Travel Legal Dispute** – please forward details of **your** complaint to:

The Managing Director,
Legal Insurance Management Ltd.,
1 Hagley Court North, The Waterfront, Brierley Hill,
West Midlands DY5 1XF.

Please ensure **your policy** number is quoted in all correspondence to assist in a quick and efficient response.

Step Two – the Financial Ombudsman Service:

If **you** are still not satisfied with the way in which **we** have handled the complaint then **you** may refer the matter to the Financial Ombudsman Service:

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London E14 9ST.
Tel: 0845 080 1800

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

Cancellation provisions

Your right to cancel the policy

Date of effect of cancellation made by you

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

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

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

Cancellation by us

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

Effective time of expiry

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

Financial Services Compensation Scheme (FSCS)

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

Data Protection Act 1998 Notice

We collect and maintain personal information in order to underwrite and administer the policies of insurance that **we** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **your** information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. **We** will only reveal **your** information if it is allowed by law, authorised by **you**, to prevent fraud or in order that **we** can liaise with **our** agents in the administration of this **policy**.

Your information may be transferred outside of the European Economic Area. This will only happen when it is necessary for the conclusion, or performance of a contract that is entered into at **your** request, or interest or for administrative, or marketing purposes.

Should **you** not wish **your** details to be used for marketing purposes or if **you** require a copy of the personal information **we** hold, this can be requested by writing directly to **us**.

Under the terms of the act **you** have the right to ask for a copy of any information **we** hold on **you** and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether **we** hold **your** information on paper or in electronic form. Enquiries in relation to data held by Staysure should be directed to:

Compliance Manager,
Staysure.co.uk Limited,
McGowan House, 10 Waterside, The Lakes,
Bedford Road, Northampton NN4 7XD.

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

ERV, Albany House, 14 Bishopric, Horsham,
West Sussex RH12 1QN.
Email: contact@erv.co.uk www.erv.co.uk

Requesting assistance

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

Helpline	UK Number	Overseas Number
Customer Services	0844 692 8418	+ 44 1604 210 845
Sales	0844 692 8444	+ 44 844 692 8444
Medical Screening Helpline	0844 692 8418	+ 44 1604 210 845
Staysure Assistance (24 hour Emergency Helpline)	01403 288 414	+ 44 1403 288 414
	Freephone when calling from within the USA	+1 844 780 0639
	Freephone when calling from within Canada	+1 819 780 0639
Staysure Claims	01403 288 171	+ 44 1403 288 171

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

You can also register your claim online by visiting the following website: www.reactiveclaims.com/staysure.

Compensation Scheme

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

Do you have the right cover?

- Year-round Annual Multi-Trip
- Single Trip up to 100 days
- Long Stay up to 18 months

Travel Insurance important numbers

24 hours Emergency Medical Assistance

+ 44 1403 288 414, or

+1 844 780 0639 when calling from within the USA (Freephone)

+1 819 780 0639 when calling from within Canada (Freephone)

Claims

+ 44 1403 288 171

Renewals 0844 692 8444

Email info@staysure.co.uk

Travel Checklist

Before you travel, you should ask yourself the following:

-
- Do you know of any pre-existing medical condition that you need to be covered for?

If you have answered 'Yes' to the above question, you should telephone Staysure Customer Services on 0844 692 8418.

-
- If you have purchased an Annual Multi-Trip policy, will the duration of any trip exceed the maximum number of consecutive days covered for your age group?
 - Do you intend to engage in any winter sports whilst on your trip?
 - Do you intend to engage in any sports or activities whilst on your trip?

If you have answered 'Yes' to any of these questions, or want to check anything before you travel, you should contact Staysure Customer Services.

Staysure.co.uk Limited

McGowan House, 10 Waterside, The Lakes, Bedford Road, Northampton NN4 7XD

Authorised and regulated by the Financial Conduct Authority (FCA).

Registration No: 436804

Registered in England and Wales Company No: 05142148

Staysure.co.uk

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