



Welcome to Staysure

Thank you for choosing Staysure and letting us protect you whilst you are on holiday. We hope we have given you all the information you need and we wish you a stress free and enjoyable trip. If there is anything else we can do for you, please call our Customer Services Team on the number below. We are here to help you should you need us.

Essential Information

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

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

For information about **your** rights to cancel the policy and the cooling off period, please see Cancellation Provisions on page 45 of this policy booklet.

Please take this document with **you** when **you** travel in case you need assistance, or need to make a claim. If you have any questions about the cover provided please call our Customer Services Team on the number below, we are open Monday to Saturday between 8.30am and 6pm.

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.

Useful telephone numbers – we are here to help you

Call our **Customer Services Team**

If you have a query or need to amend your policy in any way

0800 088 4828

Or if calling from outside the UK

+44 1604 210 845

Call our 24 hour **Emergency Medical Team**

If you require medical assistance whilst on holiday

+44 1403 288 414

Freephone when calling from a landline within the USA and Canada **+1 844 780 0639**

Call charges apply when calling from a mobile

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

If you need to make a claim – please see the inside back cover for the relevant telephone numbers and page 43 for our claims procedures.

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, 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. Please see page 5 for what **you** must do if **you** have a change to **your** health after purchasing **your policy**.

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 awaiting the results of any tests. There are some instances **we** may be able to provide cover for **pre-existing conditions** if **you** are awaiting surgery, (please see the Medical Declaration section on page 8 for more details).

If **you** have any questions 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.

If **your** outpatient treatment is likely to cost more than £350 or **you** are admitted into hospital abroad, someone must call **Staysure Assistance** 24 hour medical emergency helpline as soon as possible. If **you** have to cut short **your trip** under Section 2 (**Curtailment** and Trip Interruption) or Section 3 (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.

PLEASE NOTE: This is a travel insurance policy and not private medical insurance.

Changes to your health after purchasing your policy

If after you purchase your policy, or before booking any new trips, any of the following happens:

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

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

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

Eligibility

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, if **you** live in England, Scotland, Wales or Northern Ireland **you** must have a National Insurance number (if aged 16 or older);
- travelling from and returning to the **United Kingdom**, Channel Islands, or Isle of Man:

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 the **excess** under Section 3 – 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

Section	Cover	Limits of cover Basic	Excess	Limits of cover Comprehensive	Excess
1	Cancellation	£500 *(optional £1,000/£3,000)	£85***	£5,000 (option to increase to £15,000†)	£65***
2	Curtailment	£500 *(optional £1,000/£3,000)	£85	£5,000 (option to increase to £15,000†)	£65
	Trip Interruption	£500	£85	£1,500	£65
	Pre-booked excursions	£300	Nil	£350	Nil
3a	Emergency Medical & Repatriation Expenses	£5,000,000	£100	£10,000,000	£65
	• Emergency Dental treatment	£250	£85	£400	£65
	• Additional Accommodation and Travelling Costs	£2,000 per trip	Nil	£2,000 per trip	Nil
3b	Hospital Daily Benefit	No cover available on Basic		£50 per each full 24 hour period up to £1,000	Nil
4a	Missed Departure	£500	£85	£1,500	£65
4b	Home Country Departure assistance and Missed Home Country connection	No cover available on Basic		£500	Nil
5	Travel Delay	£20 after the first full 12 hours then £10 for each full 12 hours, up to £300	Nil	£50 after the first full 12 hours then £10 for each full 12 hours, up to £1,500	Nil
6a	Personal Baggage	£300	£85	£2,500	£65
	Single article or pair	£250	£85	£400	£65
	Valuables	£250	£85	£500	£65
6b	Baggage Delay on your outward journey	No cover available on Basic		£50 for first 24 hours up to £150 after 48 hours	Nil
6c	Personal Money and Passport	£300	£85	£500	£65
	• Cash limit (18 years and over)	£250	£85	£500	£65
	• Cash limit (under 18 years)	£150	£85	£150	£65
	• Passport	£300	£85	£500	£65
7	Personal Accident	No cover available on Basic			
	• Death			**£20,000	Nil
	• Loss of limb or Loss of sight			**£20,000	Nil
	• Permanent Total Disability			**£20,000	Nil
8	Personal Liability	Nil*(£2,000,000)	£85	£2,000,000	£65
9	Legal Costs and Expenses	No cover available on Basic		£25,000 per person (maximum £50,000 per policy)	Nil
10	Hijack	No cover available on Basic		£50 per full 24 hour period up to £5,000	Nil
11	Personal Assistance Services	No cover available on Basic		£250	Nil
12	Home Country Cover				
	• Home Country Medical Transfer	£1,000	£85	£1,000	£65
	• Additional Accommodation Costs	£1,000	£85	£1,000	£65
13	Pet Care	No cover available on Basic		£35 per 24 hour period up to £350	Nil
14	End Supplier Failure	No cover available on Basic		£3,000	Nil

Table of benefits – optional sections of cover

Section	Cover	Limits of cover Basic	Excess	Limits of cover Comprehensive	Excess
OPTIONAL Cover (available subject to additional premium and if shown on your Validation Certificate)					
15	Optional Travel Disruption Extension				
	• Extended cancellation or curtailment	£500 *(optional £1,000/£3,000)	£85	£5,000	£65
	• Extended Travel Delay and Enforced Stay	up to £1,000	Nil	up to £1,000	Nil
	• Additional Overseas Accommodation and Repatriation cover	£1,000	£85	£1,000	£65
OPTIONAL Cover Only available for Comprehensive policies (available subject to additional premium being paid and if shown on your Validation Certificate)					
16	Optional Cruise Plus Cover	No cover available on Basic			
	• Missed Port Departure		£1,500	Nil	
	• Cabin Confinement		£1,000	Nil	
	• Itinerary Change		£500	Nil	
	• Unused Excursions		£500	£65	
	• Cruise Interruption		£750	£65	
17	Optional Winter Sports Cover****	No cover available on Basic			
	• Winter Sport Equipment		Up to £500	£65	
	• Ski Pass		£250	£65	
	• Winter Sports Equipment Hire		£20 for each full day up to £300	Nil	
	• Ski Pack		£250	Nil	
	• Winter Sports Equipment Delay		£20 for each full day up to £300	Nil	
	• Piste Closure		£20 for each full day up to £200	Nil	
	• Avalanche or Landslide		£20 for each full day up to £160	Nil	
18	Optional Golf Cover	No cover available on Basic			
	• Golf Equipment		£5,000 (single article £500)	£65	
	• Golf Equipment Hire		£500	Nil	
	• Non-Refundable Golfing fees		£1,500	Nil	
	• Hole-in-one cover		£300	Nil	
	Excess Waiver	You must pay an additional premium and this must be requested at the time you purchase your policy . This cannot be added retrospectively.			
	Increased Single Article Limit				
	100 day upgrade****	You must pay an additional premium and this must be requested prior to the commencement of your trip .			
	Connecting flights				

PLEASE NOTE: limits of cover are per **Insured person** unless otherwise shown. *Only available subject to an additional **premium** being paid, and if shown on the **Validation 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. ****Cover is only available to be added to a single-trip **Comprehensive policy**.
 †Cancellation cover can be increased to £15,000 subject to underwriting criteria.

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.

To be covered, **you** must be fit and able to undertake **your** planned **trip** and;

- **you** are **NOT** travelling against the advice of a **doctor** (or would be travelling against the advice of a **doctor** had **you** sought his/her advice);
- **you** are **NOT** travelling with the intention of obtaining medical treatment, tests or consultation abroad;
- **you** are **NOT** travelling having been given a terminal prognosis

The insurance will also **NOT** cover **you** for any of **your** pre-existing medical conditions whether diagnosed or not, 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), or are awaiting any medical procedure, surgery, radiotherapy, chemotherapy, or dialysis.

One of the following can be covered as standard if **you** are either awaiting surgery, or have not been fully signed off from all post-procedure follow ups providing **you** are not travelling against **your** UK **doctor's** advice. This must be accepted by Staysure and shown on **your** Validation Certificate and an additional **premium** may be required. Full cover will be provided except for cancellation or **curtailment** as a result of the condition **you** are awaiting surgery for.

Adenoidectomy
Arthroscopic ligament repair
Arthroscopy of ankle
Arthroscopy of knee
Arthroscopy of hip
Audiogram
Blephoplasty (Ptosis repair)
Carpal Tunnel Syndrome release
Cataracts removal
Circumcision
Colposuspension
Correction of hydrocele
Digital excision arthroplasty (hammer toe repair)
Dupuytren's repair
Ectropion repair
Endovenous laser treatment of varicose vein(s)
Entropion repair

Excision of benign skin cyst
Excision of benign skin lesion
Excision of basal cell carcinoma of the skin
Excision of epididymal cyst
Excision of ganglion
FESS (Functional endoscopic sinus surgery)
Hip replacement
Ingrown toenail repair
Knee replacement
Laparoscopic repair of hiatus hernia
Laparoscopic repair of inguinal hernia
Ligament repair (anywhere)
Myringoplasty
Osteotomy for hallux valgus (bunion)
Reduction turbinates of nose
Septoplasty
Septo-rhinoplasty
Strabismus correction
Thyroidectomy for non-cancerous disease
Toenail removal
Tonsillectomy
Varicose vein ligation
Varicose vein stripping

Where you are awaiting surgery

Full cover will be provided except for cancellation or **curtailment** as a result of the condition **you** are awaiting surgery for.

Where you have not been signed off from all post-surgery, or treatment follow-ups. Full cover will be provided except for medical and repatriation expenses arising as a result of, or related to the procedure **you** are awaiting to be signed off from. Cancellation and **curtailment** cover will also not apply if **you** have booked the **trip**, or purchased the **policy** (whichever is later) after being informed of the need for **you** to have the procedure.

It is a condition of this **policy** that should **you** be awaiting sign-off from follow-ups relating to any of the procedures listed above that:

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

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 continue to insure you, and on what basis. Please see Changes to your health after purchasing your policy on page 5 for more details.

To declare a pre-existing medical condition or a change in your state of health or prescribed medication, you must call our Customer Services on 0800 088 4828 or 01604 210845.

You should also refer to the General Exclusions.

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 Firm Reference 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). 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 Validation 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.

Maximum trip durations

Single trip policies –

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

Long stay policies –

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

Age	Region 1&2	Region 3	Region 4
0-65	550 days		
66-70	366 days	276 days	184 days
71-75		184 days	123 days

Annual Multi-Trip policies –

Age	Annual Multi-Trip	
0-70	Maximum 50 days in any one trip*	183 days in total
71-85	Maximum 35 days in any one trip	

*If **you** are aged 70 or under **you** can increase **your 50 day trip** duration limit to 100 days for one **trip**, when an additional **premium** has been paid and this is shown on **your Validation Certificate**.

- irrespective of the number of individual **trips** **you** take in each period of cover, **you** must not exceed 183 days travelling
- trips** solely within **your home country** are only insured if **you** have pre-booked at least two consecutive nights' paid accommodation

Please note:

- if **you** 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 21 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** with the same level of cover prior to its expiry, which fell due for renewal during the **trip**
- your policy** is automatically extended until **your** return **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
- 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, Channel Islands, Isle of Man.

Region 2 – Europe: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia/Montenegro, Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine and Vatican City.

Region 3 – Worldwide excluding Bermuda, Canada, China, Hong Kong, Mexico, Singapore, Thailand, the islands of the Caribbean and the United States of America.

Region 4 – All countries of the world.

Annual Multi-Trip:

Region 1 – Europe excluding Cyprus, Egypt, Greece, Malta, Morocco, Spain, Turkey and Tunisia.

Region 2 – Europe including Cyprus, Egypt, Greece, Malta, Morocco, Spain, Turkey and Tunisia.

Region 3 – Worldwide excluding Bermuda, Canada, the islands of the Caribbean, China, Hong Kong, Mexico, Thailand, and the United States of America.

Region 4 – All countries of the world.

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 all, or all but essential travel.

For cover to apply **you** must have paid the required **premium** for the country, or countries **you** plan to travel, and this is shown on **your Validation Certificate**.

Policy limits

All sections of **your policy** have limits on the amount **we** will pay. Some sections also have other specific limits, for example: for any one item, or for **valuables** in total. Please check **your policy** carefully.

Period of cover

Cover under Section 1 (Cancellation) starts at the time **you** book the **trip** or pay the insurance **premium**, whichever is later. If **you** have

purchased an annual multi-trip **policy**, cover under Section 1 (Cancellation) starts at the time that **you** book the **trip** or the first day of the period of cover as shown on **your Validation Certificate**, whichever is later. In every case cover under Section 1 (Cancellation) ends as soon as **you** start **your trip**.

Cover under all other sections starts when **you** leave **your home** 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 Validation Certificate**, whichever is the later.

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

Cover cannot start after **you** have left the **United Kingdom**. Each **trip** must begin and end in the **United Kingdom** and a return ticket must have been booked prior to departure.

Cover is provided subject to the maximum trip durations shown on page 10.

Upgrades

This **policy** contains different levels of cover, some of which do not apply unless **you** have paid the appropriate additional **premium**.

Any extra benefit **you** have purchased will be shown on **your Validation Certificate**.

Please read the **policy** carefully and ensure the cover reflects **your** requirements.

Upon the payment of an additional **premium**, **you** may upgrade **your** travel insurance coverage by purchasing any of the following upgrades prior to commencement of **your trip**:

Cruise cover

Cruise trips are not covered under this **policy** unless **you** have selected this option and paid the additional **premium** at the time of purchasing **your policy**. For cover to apply "Cruise: Covered" must appear on **your Validation Certificate**. Additional cover may also be purchased in the form of the optional **Cruise Plus Cover** extension.

Optional Cruise Plus Cover

Please refer to the Optional **Cruise Plus Cover** Section 16 in this **policy** for full details.

Optional Winter Sports Cover

Please refer to the Optional **Winter Sports Cover** Section 17 in this **policy** for full details.

Optional Golf Cover

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

Optional 100 day Extension

This allows **you** to extend the 50 day **trip** duration limit to 100 days for one **trip** under this **policy**, provided **you** are aged 70 or under.

Optional Connecting Flights Cover

This allows **you** to extend the cover provided under Sections 4a, 4b and 5 to include connecting flights that form part of **your** ticketed outward, or return journey that would not normally be covered under these sections. For claims that fall under both Sections 4b and 5, cover will only be provided under one section, not both.

Renewing your Annual Policy

Unless **you** have advised **us** that **you** do not want **your** annual multi-trip **policy** to be automatically renewed, or **you** no longer meet the eligibility criteria, **Staysure** will send **you** **your** renewal invitation 21 days before **your** renewal date which will include **your premium** for the next year based on **your** latest medical declaration.

If **you** renew on a continuous payment method, **we** will automatically renew **your policy** each year using the payment details **you** have given **us**. Please contact **us** prior to **your** renewal date if **you** wish to renew using a different payment method and/or if **you** need to update **your medical conditions** or personal circumstances.

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

Residency

At the time **you** buy or renew this **policy**, **you** and all other **insured persons** must:

- have **your** main **home** in either England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man
- have resided there for more than 6 of the previous 12 months
- be registered with a local **doctor**
- have a valid European Health Insurance Card (EHIC)*
- have a National Insurance number (if aged 16 or older)*

*not applicable if **you** are a resident of the Channel Islands or Isle of Man.

Law

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

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

Language

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

European Union (EU) Travel Regulations

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

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.

Please see page 45 for more information.

Personal liability

No liability cover will apply under this **policy** if **you** use any form of mechanically propelled vehicle, and **you** should ensure that **you** have alternative cover for **third party** injury or property damage in place. Please see Section 8 for more details.

Reasonable care

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

Definition of words

Wherever the following words and phrases appear in this **policy** in bold they will always have the meanings shown under them. Please also see Sections 7, 9, 14.

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.

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

Cash – Valid coins, bank and currency notes.

Close relative(s) – The following persons only:

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

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

Complications of pregnancy and childbirth –

The following conditions only:

toxaemia, gestational hypertension, 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 – 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.

Cruise – Trips on ocean or river cruise-ships/boats. No cover is provided for **cruise** holidays unless **you** have declared this to **us** and “**Cruise: Covered**” is shown on **your Validation Certificate**. Payment of an additional **premium** may be required. A ferry crossing does not constitute a **cruise**.

Curtailement/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.

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 – An amount deducted per **insured person**, per **policy** section for each incident which results in a claim. The **excess** amount is shown under each section in the table of benefits on pages 6 to 8.

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, including children living away from **home** in full time education.

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

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

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**.

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

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

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

Medical condition – Any medical or psychological disease, sickness, conditions (whether diagnosed, undiagnosed or a set of symptoms), **illness** or injury, that has affected **you**, or any **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

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

PLEASE NOTE: This travel insurance **policy** is not intended to cover expensive items for which **you** should take out full ‘personal possessions’ insurance under **your home contents policy**.

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

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

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

Pre-existing medical condition –

- any past or current **medical condition** that has given rise to symptoms, or for which any form of treatment, or prescribed medication, medical consultation, investigation, or follow-up/check-up, has been required, or received, during the 2 years prior to the commencement of cover under this **policy** and/or prior to any **trip**: and
- any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm, brain haemorrhage) that has occurred at any time prior to the commencement of cover under this **policy** and/or prior to any **trip**

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

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

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

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

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

Sports and activities – The activities listed under Sport and Activities on page 41.

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.

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

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

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

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

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

Trip(s) – A holiday or journey for leisure purposes that takes place during the **period of cover** which begins when **you** leave **home**, and ends when **you** return **home**, or to a hospital or nursing **home** in 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.

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

Valuables – Jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or

digital media, games consoles, laptops, tablets and other computer equipment and hand-held electronic devices including but not limited to MP3 players, MP4 players, 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 2 (**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 any **close relative** or **travelling companion** not insured under this **policy**.

You should also refer to what is not covered under Sections 1 and 2 and 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 (whichever is later).

What is covered:

We will pay up to a maximum of £500 for Basic cover or £5,000 for Comprehensive cover (an increase to £1,000/£3,000 cover option on Basic and up to £15,000 on Comprehensive may be available, please see the table of benefits for details) 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 £300 for Basic cover and £350 for Comprehensive cover), and up to £350 (£175 for loss of deposit), Comprehensive cover only, for pre-paid kennel or cattery fees 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 all, or all but essential travel to **your trip destination** because of an earthquake, fire, flood, or hurricane.

Section 2 Curtailment & Trip Interruption

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 £500 for Basic cover (unless **you** have purchased the optional £1,000/£3,000 add on) or £5,000 for Comprehensive cover (up to £15,000 may be available, please see the table of benefits for details) 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 £300 for Basic cover and £350 for Comprehensive cover) 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 **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.

b) Trip interruption

What is covered:

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

- the death, imminent demise, or hospitalisation due to serious **accident** or **illness**, of a **close relative**;
- 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 2 in total for **curtailment** and trip interruption claims is £5,000 per **insured person**.

Special conditions relating to claims under Sections 1 and 2

- You** must obtain a Medical Certificate specifying the unforeseen **illness** or injury from the **doctor** in attendance to confirm the necessity to cancel **your trip**, or return **home**.
- In the event of **curtailment** or trip interruption **you** must contact **us** first to obtain **our** prior approval and allow **us** to make all the necessary travel arrangements to bring **you home**.

- We** will make all necessary repatriation arrangements at **your** cost and **we** will arrange appropriate reimbursement as soon as the claim has been validated in the event **you** are unable to provide a Medical Certificate.
- You** must notify the **carrier** or travel agent immediately that **you** know the **trip** is to be cancelled, or **curtailed**, to minimise **your** loss as far as possible. If **you** fail to notify the **carrier** or travel agent immediately, **our** liability shall be restricted to the cancellation charges that would have applied had such a failure not occurred.
- If **your** claim is because **your** presence is required by the Police in connection with **accidental** damage, burglary, flooding or fire affecting **your home** in the 48 hours before, or during **your trip**, **you** must provide **us** with written documentation from the Police confirming that the loss or damage occurred during the **trip** – otherwise no claim will be paid.
- 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: under Sections 1 and 2

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

- required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment, or had a change to their prescribed medication, or have been prescribed a new medication;
5. cancellation, **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 an 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. **you** no longer being able to afford to go on the planned **trip**;
 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 claim caused by work commitment or amendment of **your** holiday entitlement by **your** employer;
 15. any claim resulting from **your** inability to travel, or continue travelling due to an **insured person's** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**;
 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 3a Emergency Medical & Repatriation Expenses

If **you** have a medical emergency while on **your trip** or if **you** have to come **home** early or have to extend the length of **your trip** due to **illness** or injury, **you** must contact **Staysure Assistance** as soon as **you** can on +44 1403 288 414 or +1 844 780 0639 (when calling from within the USA and Canada), giving **your** name, **policy** 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 Basic 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 £250 for Basic cover and £400 for Comprehensive cover 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 £5,000 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 the cost of returning an **insured person's** body or ashes to **your home country**.
- d) additional travelling costs to repatriate **you** **home** when recommended by **our medical officer**.
- e) the cost of a medical escort if considered necessary by **our medical officer**.
- f) up to £2,000 for **you** to extend **your** stay, if **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 or more consecutive nights 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 3a:

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. the cost of cremation or burial in the **United Kingdom**.
10. the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
11. 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.

12. 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.
13. any expenses which are not usual, reasonable or customary to treat **your bodily injury or illness**.
14. 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**.
15. 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**.
16. additional costs arising from single or private room accommodation.
17. treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre unless agreed by **Staysure Assistance**.
18. any expenses incurred after **you** have returned to **your home country**.
19. 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**.
20. anything mentioned in the General Exclusions.

Section 3b Hospital Daily Benefit

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

What is covered:

We will pay **you** £50 per complete 24 hour period of in-patient treatment up to a maximum under this **policy** of £1,000 for a valid claim under Section 3a (Emergency Medical & Repatriation), if **you** are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours and **you** are treated under a reciprocal health agreement, such as the EHC when travelling within Europe, or Medicare when travelling within Australia. This payment is to contribute towards additional expenses such as taxi fares and phone calls incurred during **your** stay in hospital.

Special conditions relating to claims

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

What is not covered under Section 3b:

1. any claims arising directly or indirectly from **your** hospitalisation in a private medical facility where no part of **your** medical costs have been covered by the EHC, or any similar reciprocal health agreement.
2. any claims arising directly or indirectly from:
 - a) any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - b) relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury or illness** which necessitated **your** admittance into hospital.
 - c) relating to treatment or services provided by a convalescent or nursing **home** or any rehabilitation centre.
 - d) following **your** decision not to be repatriated after the date when in the opinion of **Staysure Assistance** it is safe to do so.
3. hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - a) relating to any form of treatment or surgery which in the opinion of the **doctor** in attendance and **our medical officer** can be delayed reasonably until **your** return to **your home country**.
 - b) occurring in England, Scotland, Wales or Northern Ireland and relating to either private treatment or tests, surgery or treatment, the costs of which are funded by, or are recoverable from the Health Authority in the **United Kingdom**.
4. any claim if **you** have not complied with the conditions of the medical declaration section.
5. anything mentioned in the General Exclusions.

Section 4a Missed Departure

What is covered:

We will pay **you** up to £500 for Basic cover and £1,500 for Comprehensive cover, 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

What is covered:

We pay up to £20 for the first full 12 hours and £10 for each following full 12 hour period thereafter, up to a total of £300 for Basic cover and £50 for the first full 12 hours then £10 for each following full 12 hour period thereafter, up to a total of £1,500 for Comprehensive cover 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 £300 for Basic cover and £2,500 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 £250 for Basic cover and £400 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 £250 for Basic cover and £500 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 18 years of age.
- e) **we** will only pay up to £150 in total 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 to **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 provide **us** with 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 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 (up to a total of £150 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 £300 for Basic 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 £250 for Basic cover or £500 for Comprehensive cover for **cash** belonging to **you**. Or £150 if **you** are under 18 years of age.
- b) **we** will pay up to £300 for Basic cover or £500 for Comprehensive cover for additional travel and accommodation expenses **you** incur abroad to obtain a replacement if **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 provide **us** with 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 a hotel room, or private accommodation for **your** sole private use, or the sole private use of **your** travelling party;
- 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. 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;
- 11. 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;
- 12. equipment used in connection with any **winter sports or sports and activities** unless **you** have paid the required additional **premium** to extend **your policy**;
- 13. any loss, **theft** of, or damage to the following items;
 - a) contact or corneal lenses, dentures, hearing aids, bonds, securities, stamps or documents of any kind, including driving licences, musical instruments, typewriters, antiques, pictures, coupons, unset precious stones, cycles, mobility scooters, motor vehicles and their accessories, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession, or trade;
 - b) any unused mobile or satellite telephone, contract charges, rental charges, or pre-payments;
- 14. any claim for **baggage**, or the contents of any **baggage** containing perishable goods.
- 15. checked-in baggage that has not been retrieved and taken to **your** accommodation address.
- 16. any claim where **you** are able to claim from another insurance covering this risk, or the airline with which **you** travelled, **we** will only pay for any balance outstanding.
- 17. confiscation, or detention by Customs, or other lawful officials and authorities;
- 18. 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.
- 19. loss or damage due to depreciation in value, variations in exchange rates or shortages due to error, or omission.
- 20. anything that can be replaced by the issuer;
- 21. daily living expenses when obtaining a replacement passport;
- 22. 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 to 85	Aged under 18 or 86 and over
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 Basic Cover policies subject to payment of the required additional premium, as shown on the Validation 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 legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **us** or with **our** consent.

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

Special conditions relating to claims

1. **Our** liability shall not exceed the sum insured in respect of any or all occurrences in a series resulting from one original cause.
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, **your travelling companion**, 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; weapons;
 - the pursuit or exercise of any trade,

- profession or gainful occupation, or the supply of goods and services by **you**;
 - the ownership or occupation of any land or building;
 - wilful or malicious acts;
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. any action not brought under the jurisdiction of the courts of the country where the incident giving rise to the claim occurred;
 13. anything mentioned in the General Exclusions.

Section 9 Legal Costs & Expenses

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.

What is not covered

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, a 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.
- 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**.

Additional conditions applying to this section

- 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.
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) a claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
 - b) a false declaration or statement is made in support of a claim.
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.

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.

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.

b) Transfer of emergency funds

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

You must arrange to have the equivalent funds deposited in **our** account in the **United Kingdom**, before **we** can release such emergency funds.

c) Message relay

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

d) Drug replacement

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

e) Tracing lost baggage

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

f) Replacement travel documents

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

g) Homecall referral

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

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

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

What we cannot provide:

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 3a 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 Pet Care

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

What is covered:

We will pay you £35 per complete 24 hour period up to a maximum under this policy of £350 for additional kennel or cattery charges that you incur if you have a valid claim under Section 3a (Emergency Medical & Repatriation), and your return to the United Kingdom is delayed by more than 24 hours as a result of you being admitted to a recognised hospital abroad as an in-patient.

Special conditions relating to claims

1. You must obtain a **Medical Certificate** from the **doctor** in attendance specifying the unforeseen **illness** or injury that prevented you from returning home as planned.

Please see Section 1 Cancellation for the loss of pre-booked kennel or cattery fees.

Section 14 End Supplier Failure Cover

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

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

The Insurer will pay up to £3,000 in total for each insured person named on the Invoice for:

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

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

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

The Insurer will not pay for:

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

Complaints Procedure

If **you** have a complaint, **we** really want to hear from **you**. **We** welcome **your** comments as **they** give **us** the opportunity to put things right and improve **our** service to **you**.

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

Or write to:

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

Fax: (020) 8776 3751

Email: info@ipplondon.co.uk

Please make sure that **you** quote the **policy** number which can be found on **your** **Policy** Statement. It is **our** **policy** to acknowledge any complaint within 5 working days advising **you** of who is dealing with **your** concerns and attempt to address them. **We** will provide **you** with a written response outlining **our** detailed response to **your** complaint within two weeks of receipt of the complaint. If **our** investigations are ongoing **we** will write to **you**, at that time, and outline why **we**

are not in a position to provide **you** with a written response and explain to **you** that **you** are able, at that time, to ask Lloyd's Complaints Team to review the complaint. In any event, **you** will receive either **our** written response or an explanation as to why **we** are not in a position to provide one within four weeks of receipt of **your** complaint. Having followed the above procedure, if **you** are not satisfied with the response **you** may write to:

Complaints Team
Lloyd's, One Lime Street
London EC3N 7HA

Email: complaints@lloyds.com

More information can be found on their website – www.lloyds.com/complaints

Again, if **you** are not satisfied with the response **you** receive from Lloyd's or **we** have failed to provide **you** with a written response with eight weeks of the date of receipt of **your** complaint, **you** have the right to contact the Financial Ombudsman Service at the following address (if **you** are an Eligible Complainant as set out in the definition below).

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

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

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

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

Definition of an Eligible Complainant

1. A Consumer – Any natural person acting for purposes outside his trade, business or profession
2. A Micro-Enterprise – An enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million
3. A Charity – Which has an annual income of less than £1 million at the time the complaint is made
4. A Trustee – Of a trust which has a net asset value of less than £1 million at the time the complaint is made.

Section 15 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 Validation Certificate.

Extended Cancellation or Curtailment cover

What is covered:

We will pay **you** up to a maximum of £500 for Basic cover (unless **you** have purchased the optional £1,000/£3,000 additional cover option) or £5,000 for Comprehensive cover per **insured person** 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 and Enforced Stay cover

What is covered:

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**, we will pay:

- 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**.
- b) up to £1,000 for 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 the scheduled **public transport** on which **you** were booked to travel from the **United Kingdom** is cancelled or delayed for more than 24 hours, as long as **you** still go on the remainder of the **trip**;
- c) up to £1,000 for 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 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;

You can only claim under subsections b) or c) for the same event, not both.

Additional Overseas Accommodation and Repatriation cover

What is covered:

If as a result of a **terrorist event**, 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.

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

- a) 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;
- b) 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**;

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

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, and the reason for delay, 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. **You** must provide (at **your** own expense) written confirmation from the relevant authority of any insured event which prevents **you** from travelling to **your** pre-booked **destination**, or that requires **you** to alter **your** pre-booked travel plans.
9. 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.

Special conditions relating to claims (applicable to all of Section 15)

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.

What is not covered (applicable to all of Section 15):

1. the **excess** (except claims under subsection a) 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 **strike** or **industrial action**, cancellation of **public transport**, a directive prohibiting all travel or all but essential travel, **Terrorist event**, fire, flood, earthquake, explosion, tsunami, landslide, avalanche, volcanic

- eruption, snow, hurricane, storm, an outbreak of food poisoning or an infectious disease affecting the country or specific area or event to which **you** were travelling to or through, existing or being publicly announced by the date **you** purchased, renewed or extended this insurance or at the time of booking any **trip**, whichever is later.
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. 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 and reason for the delay 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 16 Optional Cruise Plus Cover

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

Section 16a Missed Port Departure

What is covered:

We will pay up to £1,500 for reasonable additional travelling and accommodation expenses necessarily incurred to reach **your** cruise ship at the next docking port if **you** arrive at the initial port of embarkation too late to commence the first outward international journey aboard **your** booked **cruise**, 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**; or
- c) the motorway on which **you** are travelling in order to reach **your** port of embarkation is closed as a result of an unannounced road traffic **accident**.

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

Special conditions relating to claims under Section 16a:

1. **You** must make every effort to reach **your** port of embarkation and check in for any flight, sea crossing, coach or train journey used to reach **your** port of embarkation 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. 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 Section 16a:

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 whichever was the later;
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 16a in addition to claims under Sections 1 (cancellation) and 5 (travel delay);
5. claims due to **you** allowing insufficient time to complete **your** journey to the departure point;
6. anything mentioned in the additional exclusions applying to section 16, or General Exclusions.

Section 16b Cabin Confinement

What is covered:

We will pay up to £75 for each full 24 hour period after an initial confinement of a full and continuous 48 hours, up to a total £1,000 if **you** are confined to **your** cabin by the ship's **medical officer** due to a **medical condition** that **you** are experiencing during the **cruise**.

What is not covered under Section 16b:

1. anything mentioned in the additional exclusions applying to section 16, or General Exclusions.

Section 16c Itinerary change

What is covered:

We will pay up to £75 for each port listed on **your** **cruise** itinerary that is missed due to adverse weather or timetable changes up to £500.

What is not covered under Section 16c:

1. claims where **you** have not obtained written confirmation from the operator of the **cruise**, or tour operator stating the reason and number of missed ports;
2. claims for missed port 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, whichever was later;

3. claims arising as a result of **your** failure to attend an excursion as per **your** itinerary;
4. anything mentioned in the additional exclusions applying to section 16, or General Exclusions.

Section 16d Unused Excursions

What is covered:

We will pay up to £500 for pre-paid excursions that **you** are unable to use as a result of **your** confirmed cabin confinement arising as a result of **illness** or **injury**.

What is not covered under Section 16d:

1. anything mentioned in the additional exclusions applying to Section 16, or General Exclusions

Section 16e Cruise interruption

What is covered:

We will pay up to £750 for extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by **Staysure Assistance**) to allow **you** to re-join **your** **cruise** at the next available port following **illness** or **injury** which has required **you** to be off-loaded from the **cruise** for treatment in a hospital (not a ship's hospital).

Special conditions relating to claims under Section 16e

1. **You** must contact **Staysure Assistance** on the emergency telephone number provided in this **policy** prior to making any additional travel or accommodation arrangements.
2. **You** must obtain written confirmation from the **doctor** in attendance that **you** are medically fit to resume **your** **cruise**.

What is not covered under Section 16e:

1. claims where less than 25%, or 2 days of **your** original **cruise** itinerary remain;
2. claims for additional travel or accommodation expenses where, in the opinion of the **doctor** in attendance and **our** **medical officer**, it is not medically advisable for **you** to re-join **your** **cruise**;
3. claims for additional travel or accommodation expenses where **you** have not obtained **our** prior authorisation before incurring any expenses over £350 in total for all **insured persons**;
4. anything mentioned in the additional exclusions applying to section 16, or General Exclusions

Additional exclusions applying to Section 16

What is not covered:

1. claims where **you** have not obtained written confirmation from the ship's **medical officer** stating the reason for **your** transfer to a hospital away from the **cruise** ship, or the reason for and the period of **your** confinement to **your** cabin;
2. claims arising as a result of, or related to a **pre-existing medical condition** that has not been declared and accepted by **us**, or that is specifically excluded from cover under this policy.

Section 17 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 Validation 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 21 days in total during the period of cover.

What is covered:

- a) benefits under the sections of cover already described are extended to cover **winter sports** as follows. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all sections in respect of **winter sports**. **You** must read these extensions in conjunction with 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** on a single trip. The annual multi trip policy automatically offers 21 consecutive days cover if **you** are under 71.

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) Snowshoeing, 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, Sleigh pulled by reindeer (when driven by an experienced driver provided by the organiser only) 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 0800 088 4828.

Section 17a 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

1. the **excess**;
2. 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;
3. any **winter sport equipment** that was lost, stolen or damaged during a **trip**, unless **you** report this to the **carrier** and get a property irregularity report at the time. **You** must make any claims to the airline within seven days;
4. any **winter sports equipment** that was damaged while in use;
5. **winter sports equipment** left **unattended** in a public place, unless the claim is for skis, ski poles, or snowboards, and **you** have taken all reasonable care to protect them by leaving them in a ski rack between 10am and 8pm;
6. anything mentioned in the General Exclusions.

Section 17b 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:

1. the **excess**;
2. 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;
3. ski passes left **unattended** in a public place;
4. anything mentioned in the General Exclusions.

Section 17c 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:

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

Section 17d 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:

1. anything mentioned in the General Exclusions.

Section 17e 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:

- 1. Anything mentioned in the General Exclusions

Section 17f 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 17g 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 18 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 Validation Certificate.

Definitions relating to words that appear in Section 18 Golf equipment – Golf clubs, golf bag, golf shoes and non-motorised golf trolleys.

Section 18a Golf Equipment

What is covered:

We will pay up to £5,000 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, this will be limited to a maximum of £50, evidence of replacement value is not sufficient.
- b) **we** will pay up to £500 in total, for all articles lost, damaged or stolen in any one insured incident. If **you** cannot provide satisfactory proof of ownership and value.
- c) the amount payable will be the value at today's prices less a deduction for wear and tear and depreciation, (calculated from the following table). **We** may at **our** option replace, reinstate 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 18b Golf Equipment Hire

What is covered:

We will pay **you** the sum of £50 per complete 24 hours, up to a maximum of £500, 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 18a and 18b)

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 18c Non-refundable Golfing Fees

What is covered:

We will pay £75 per complete 24 hours up to £1,500 for the proportionate value of any non-refundable, pre-paid green fees, or tuition fees unused due to the following:

- a) you being unable to play golf due to **your accidental injury**, or **illness**, or adverse weather conditions causing the closure of the golf course; or
- b) loss or **theft** of **your** documentation which prevents **your** participation in the pre-paid golfing activity

Special conditions relating to claims

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

What is not covered:

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 18d Hole-in-one cover

What is covered:

We will pay **you** £300 if **you** score a hole-in-one (gross) during **your** trip.

Special conditions relating to claims

1. **You** must be a member of a recognised golf club affiliated to a national golfing union and hold an official national golfing union handicap;
2. **You** must have **your** scorecard signed by **your** playing partner(s) who must be members of a national golfing union, and countersigned by the Secretary/Manager of the club at which the hole-in-one has been scored;
3. The golf course at which the hole-in-one is scored must be affiliated to the golfing union of the country in which it is located;

What is not covered:

1. if the golf course is of fewer than 18 holes or if the hole at which the hole-in-one is scored is shorter than 90 metres (98 yards);
2. if temporary greens and/or tee boxes are in use;
3. anything mentioned in the General Exclusions.

General Conditions – applying to all sections

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 a 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
 - 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.
 - iii. any respiratory condition (for example, chronic asthma, chronic obstructive pulmonary disease (COPD) or chronic bronchitis).
 - c) If after **you** have purchased **your policy** but before **you** book a **trip**, **you** or any other **insured person** covered by this **policy** suffer from any new **medical condition** and **you** have not informed **us** of the new condition when **we** asked.
- d) **You** travelling with the intention of receiving medical treatment abroad.
- e) **You**, a **close relative**, a **travelling companion**, or any person with whom **you** had arranged to stay with:
 - 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. are receiving medical treatment under a medical trial; or
 - iii. have been given a terminal prognosis at the time of purchasing **your policy** and/or before commencing travel.
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 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 claim arising from a **cruise** holiday, where “**Cruise**: Not covered” is shown on **your Validation Certificate** and where any required additional **premium** has not been paid.
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 1 (Cancellation), Section 2 (**Curtailment and Trip** interruption), Section 3a (Medical Emergency & Repatriation) 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 racing (other than on foot), or organised competition involving any **sports and activities** or **winter sports**.
 18. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss:
 - a) **Active participation**.
 - b) **War and civil unrest** including any action taken in controlling, preventing, suppressing or in any way relating to **war and civil unrest**, unless **you** are in an area subject to **war and civil unrest** at the outbreak of hostilities, in which case **you** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **you** take the first reasonable opportunity to leave the area. If **you** fail to take such an opportunity all cover under this **policy** will end.
 - c) **Nuclear energy**, including nuclear reactions, radiation and **contamination**.
 - d) **Weapons of Mass Destruction**.
 - e) **Cyber-terrorism**.
 19. Any claim when **you** have not paid the required **premium** for the number of days comprising **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.
 20. Loss, or damages of any kind arising from the provision of, or any delay in providing, the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.
 21. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this **policy** relates, whether provided by **us** or by anybody else (whether or not recommended by **us** and/or acting on **our** behalf) unless negligence on **our** part can be demonstrated.
 22. Any expenses incurred as a result of 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 15 (Travel Disruption) has been paid).
 27. 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);
 28. 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.
- ## Sports & Activities
- This **policy** will cover **you** when participating in any of the following activities on a non-professional, non-competitive basis;

Accepted activities

Aerobics, Archery*, Badminton, Banana boat rides, Baseball, Basketball, Beach cricket, BMX (only if wearing a helmet), Boogie Boarding, Bowls (including competitions), 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), Catamaran sailing, Clay Shooting*,Cricket, Croquet, Curling, Cycling (only if wearing a helmet, not mountain biking), Dog sledging* (when driven by an experienced driver provided by the organiser only), Dinghy sailing*(only if wearing a life-jacket and only inside territorial waters), Falconry*, Fell walking (no climbing), Fencing*, Field hockey*, Fishing*, Football*, Gaelic Football*, Glacier Walking (with a guide), Golf, Go-Karting (only if wearing a helmet)*, Hiking (under 2,500 metres altitude), Horse riding* (only if wearing a riding hat and no cover for polo, hunting or jumping), Hot air ballooning* (as a fare paying passenger in a licensed aircraft), Ice skating, Jet skiing*, Jogging, 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), Netball, Orienteering (no climbing), Parascending* (over water), Rambling (under 2,500 metres altitude), Ringos, Roller blading/line skating, Roller hockey/street hockey* (only if wearing pads and a helmet), Rounders, Rowing, Running (not long distance), Safari (organised in the UK), Scuba diving** (conditions apply, please see Scuba diving conditions), Segwaying*, Skate boarding, Snorkelling, Softball, Squash, Surfing, Swimming, Swimming with dolphins (as part of a supervised activity), Table-tennis, Tennis, Ten pin bowling, Tree top walking* (as part of a supervised activity), Trekking (under 2,500 metres altitude), Volleyball, Walking, Wake boarding*, Water polo, Water skiing*, White/black water rafting Grades 1 to 4* (only if wearing a life-jacket and helmet), Windsurfing, Yachting/crewing* (only if wearing a life-jacket and only inside territorial waters), Yoga, Zorbing/hydrozorbing*.

Activities above that are marked with a single * will exclude all cover under the Personal Accident and Personal Liability sections of this policy. 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, Boulderling, Boxing, Bungee jumping, Canoeing/kayaking (white water), Canyoning, Caving/pot holing, Coasteering, Cross-channel swimming, Cycle racing and time-trialling, Free/high diving, Gliding, Hang gliding, Hiking (above 2,500 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, Tombstoning, Track days using motorised vehicles (except Go-karting), Trekking (above 2,500 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.

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 or +1 844 780 0639 when calling from within the USA and Canada. The Emergency Assistance Line is open 24 hours a day, 365 days a year.

Travel claims

If **you** need to make any kind of non-emergency claim, please call the Claims team on 01403 288 410 if **you** are within the **United Kingdom** or +44 1403 288 410 if **you** are abroad.

You can also register **your** claim online by visiting the following website: www.staysure.co.uk/claims.

Please have **your** insurance **policy** 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.

Claims Procedure for Section 9:

To make a claim under this section of your policy please write to:

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

Or telephone: 0117 934 0548

Claims Procedure for Section 14:

International Passenger Protection (IPP) claims only. Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting **your** Policy Number, Travel Insurance Policy Name and reference ESFI-V2.18:

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff
CF10 3DQ
United Kingdom

Telephone: +44 (0)345 266 1872

Email: Insolvency-claims@ipplondon.co.uk

Website: www.ipplondon.co.uk/claims.asp

Subrogation

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

Fraud

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

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

Disclosure of Information

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

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

Please Note

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

EU Travel Regulations

Travel delays

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

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

Claims for Personal Baggage

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

Complaints

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

Complaints related to **your policy**:

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

Customer Services Manager
Staysure,
McGowan House, Waterside, The Lakes,
Bedford Road, Northampton NN4 7XD.

Email: complaints@staysure.co.uk

Telephone: 0800 652 9957

Complaints related to **your** claim:

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

The Managing Director
ERV/ETI International Travel Protection
Afon House, Worthing Road, Horsham,
West Sussex RH12 1TL

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** have a complaint under End Supplier Failure, please see Section 14 for details.

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

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

Tel: 0800 0234 567

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

Cancellation provisions

Your right to cancel the policy

Date of effect of cancellation made by you

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

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

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

Cancellation by us

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

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)

ERV 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 are available from the FSCS.

General Data Protection Regulation

Privacy Policy

How we use the information about you

As an insurer and data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. This will be **your** name,

age, address, health information, travel dates, destination, and other information which is necessary for **us** to:

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

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

We may share information with trusted third parties in order to administer **your policy** and deal with any claims. These include TICORP Limited and Howserv Limited, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. **We** have strict contractual terms in place, including the model legal terms defined by the European Union to make sure that **your** information remains secure.

We will not share **your** information with anyone else unless **we** are required by **our** regulators, or other authorities.

Special Categories of Personal Data

Some of the personal data **you** provide to **us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

How we store and protect information

Information collected by **us** is securely stored on servers located either in the United Kingdom, or European Union. **We** keep and process this information to meet **our** contractual, and regulatory obligations, or to deal with requests from other authorities. **You** have the right to request a copy of, or correct the information that **we** hold about **you**. If **you** would like a copy of the information **we** hold about you please contact **us** by email or letter as shown below:

Enquiries in relation to data held by Staysure should be directed to:

Data Protection Officer
Staysure,
McGowan House,
10 Waterside,
The Lakes,
Bedford Road,
Northampton NN4 7XD
Email: dataprotectionofficer@staysure.co.uk

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

Data Protection Officer
ERV
Afon House,
Worthing Road,
Horsham,
West Sussex, RH12 1TL,
United Kingdom
Email: dataprotectionofficer@erv.co.uk

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

Data Protection Officer,
DAS Legal Expenses,
Insurance Company Limited,
DAS House,
Quay Side,
Temple Back,
Bristol BS1 6NH

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

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

Require Emergency 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 on the number(s) below:

24 hour **Staysure Assistance Emergency Helpline** **+44 1403 288 414**

Freephone when calling from a landline within the USA and Canada **+1 844 780 0639**

Call charges apply when calling from a mobile

Our Emergency Assistance Line is open **24 hours a day, 365 days a year.**

Travel Claims – telephone numbers

If you need to make any kind of non-emergency claim, please call the relevant claims number as listed below:

Claims (excluding the below)

01403 288 410

End Supplier Failure Claims

020 8776 8752

Legal Costs and Expenses

0117 934 0548

You can also register your claim online by visiting the following website:

www.staysure.co.uk/claims.

Please also see page 43 for our claims procedures.

Compensation Scheme

Howserv Limited, ERV, DAS and IPP 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



The UK's Most Trusted Travel Insurance Provider

Useful telephone numbers – we are here to help you

Customer Services Team

If you have a query or need to
amend your policy in any way

0800 088 4828

Or if calling from outside the UK

+44 1604 210 845

Sales Team

If you have a Single Trip policy and
you would like another policy

0800 033 4166

Renewal Team

If you have an Annual Multi-Trip policy
and you would like to renew*

0800 652 2044

(*you only need to call if you are **not**
in our auto-renewal program)

24 hour Emergency Medical Team

If you require medical assistance whilst on holiday

+44 1403 288 414

Freephone when calling from a landline within the USA and Canada
Call charges apply when calling from a mobile

+1 844 780 0639

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

If you need to make a claim – please see the inside back cover for the relevant
telephone numbers and page 43 for our claims procedures.

Optional Car Hire Excess Waiver

Benefit table

Cover	Maximum Policy Limit £4,000
Excess or deposit reimbursement • Excess or deposit charged by car hire company	£4,000
Emergency Accommodation	£500
Misfuelling	Up to a maximum value of £1,000 per claim Only one claim per period of insurance
Roadside and Towing	Up to a maximum value of £1,000 per claim
Car Hire Key Cover	£500 each claim
Drop off Charges	£500 each claim

Please note this policy is subject to a maximum indemnity limit of £4,000.

Policy

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the **policy** to work.

Disclosures

Staysure is a trading name of TICORP Limited. Staysure Travel Insurance is arranged by TICORP Limited which is registered in Gibraltar company number 111526. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is licensed and regulated by the Gibraltar Financial Services Commission number FSC1238B and trades into the UK on a freedom of services basis, FCA FRN 663617. This **policy** is arranged through Emergency Assistance Club which is an appointed representative of Inter Partner Assistance SA UK Branch. This **policy** is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

Eligibility

To be eligible for cover under this policy, you must meet the following criteria:

- The **rental vehicle** must have no more than 9 seats
- **You** must be a resident of the UK, Northern Island, the Isle of Man or the Channel Islands.

Optional Gadget Travel Insurance

This section of cover will only apply if **you** have paid the required additional premium and it is shown on **your** Validation Certificate.

Supercover Insurance Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 313806.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

This insurance is arranged by Supercover Insurance Ltd & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Introduction

In return for the payment of **your** premium **we** will provide insurance for **your** **gadgets** during the period of cover, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

This insurance policy is designed to cover **you** for the duration of **your** trip. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

Important Information

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide **yourself** whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadgets** against theft, damage, breakdown and, for mobiles phones, **accidental loss** whilst on **your** trip.

Definitions

Accidental loss - means that the **gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Evidence of ownership – A document to evidence that the **gadget** **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

Gadget – the portable electronic item insured by this certificate, purchased by **you** in the UK, Isle of Man or the Channel Islands; that is no more than 5 years old at point of policy purchase. Items must have been purchased as new or in the case of refurbished items, purchased directly from the manufacturer, and **you** must be able to evidence ownership of **your** **gadget**. **Gadgets** can include: Mobile Phones, iPads, Tablets, Camera's, iPads, Laptops, Portable Gaming Consoles, iPods/MP3 Players, E-readers/Kindles, Smart Watches, Sat Nav's, and Portable DVD Players.

Home – the permanent residence shown on **your** Validation Certificate.

Optional Terrorism Cancellation Cover

This cover is provided if **You** have paid an additional premium and **Your Validation Certificate** shows this optional cover as included.

Terrorism Cancellation Cover will provide **You** with additional cover in the event that an act of **Terrorism** occurs before **You** travel, subject to the following Terms and Conditions:

Important Information

We wish to bring to **Your** attention some important features of **Your Terrorism** Cancellation Cover.

Policy Excess

Claims will be subject to a **Policy Excess**. Where there is a **Policy Excess** **You** will be responsible for paying the first part of that claim. The amount of **Policy Excess** is shown in the table of benefit.

Conditions and Exclusions

There are conditions and exclusions, which apply to this insurance. These are detailed below.

Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

Cyber-terrorism

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

Governing Law

Subject to English law and jurisdiction unless **You** live in Scotland in which case this **Policy** will be subject to Scottish law and jurisdiction.

Fraud

If **You** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim in amount or any other respect, this insurance will become invalid. This means **We** will not pay the false or fraudulent claim or any subsequent claim and **Your Policy** will be cancelled without return of any premium.

Table of benefits

Cover	Sum Insured (per person)	Policy Excess (per person)
Disinclination to Travel Cancellation	£2000	£100

Benefits under this policy are provided by:

EUROP ASSISTANCE S.A., a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, Promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre (Reference number 451 366 405) acting through its Irish office (trading as **EUROP ASSISTANCE S.A. Irish Branch**) whose principal establishment is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089. **EUROP ASSISTANCE S.A.** (trading as **EUROP ASSISTANCE S.A. Irish Branch**) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France.

EUROP ASSISTANCE S.A. Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

This **Policy** is distributed by TICORP Limited. It is managed by International Travel and Healthcare Limited. Registered in England and Wales under company registration number 05461888. Registered address: West House, 46 High St, Orpington, Kent. BR6 0JQ Tel: +44 (0) 1689 892 228.

International Travel and Healthcare Limited is authorised and regulated by the Financial Conduct Authority FRN 433367.

Please direct any queries about this **Policy** to Staysure on 0800 088 4828.

This **Policy** is only available to residents of the **United Kingdom**, the Isle of Man and the Channel Islands.

This **Policy** is only valid if purchased before commencement of a **Trip** departing from **Your** home location and will expire when **You** commence **Your Trip**.

Subject to the **Policy** exclusions, **Sums Insured** and **Policy** conditions contained within this **Policy** wording and on **Your Validation Certificate**, this Insurance insures **You** as stated in the table of benefits forming part of this section of the **Policy** wording occurring during the period of this **Policy** caused by an act of **Terrorism**.

Policy Information

GDPR 2018: **We** will protect and respect **Your** personal information which **You** provide **Us** with and will comply with data protection law.

We may use **Your** personal information to:

- Provide a quote and send **You** confirmation of this at **Your** request
- Issue policies, maintain **Your Policy** or send to **You** renewal terms for **Your Policy** by email or postal service
- Deal with enquiries and complaints made by or about **You**
- Contact **You** in relation to a claim
- Analyse customer demographics and to customise and develop the product/services **We** offer.

Legal grounds under which We process Your personal data for policy administration:

We use **Your** personal information for a number of different purposes. Under data protection law, for each purpose **We** must be able to legally justify why **We** are using **Your** personal information. **We** have to process **Your** personal data to provide **You** with a quote if **You** request this, prior to taking out a **Policy**, and to administer **Your Policy** and provide assistance once **You** have taken a **Policy** out with **Us**.

The legal grounds under which **We** process **Your** data in these circumstances are to enable **Us** to fulfil the performance of **Our** contract with **You**, and, for **Us** to comply with **Our** legal obligations. **We** will only process **Your** personal data when **We** receive **Your** explicit legal agreement for the specific activity. **You** will be asked for **Your** agreement when **You** apply for an insurance **Policy** with **Us** over the phone or via email or in writing. **We** will not send any information to **You** unless **You** have explicitly agreed to receive it.

You may withdraw **Your** agreement at any time by calling 0800 088 4828, email info@staysure.co.uk or in writing to: Customer Services Manager, Staysure, McGowan House, Waterside, The Lakes, Bedford Road, Northampton NN4 7XD

If **You** do so, **We** may not be able to provide all or some of **Our** services where **We** rely on **Your** explicit consent to process **Your** personal data. The processing of **Your** personal data is for the legitimate interests pursued by **Us**, or by a third party, except where such interests are overridden by **Your** interests or fundamental rights and freedoms which require protection of **Your** personal information.

How long will We retain Your personal information?

We only keep **Your** personal information for as long as it is reasonably necessary to fulfil the relevant purposes described. If required by law **We** may keep **Your** information for longer. If **You** purchase a **Policy** from **Us**, **We** are legally required to retain **Your** personal information for a minimum of seven years.

Administration and Regulatory Compliance

The information **You** supply may be used for:

- Insurance and claims administration, debt collection, research and statistical analysis by **EUROP ASSISTANCE S.A.**, its associated companies and agents, by other participating insurers or reinsurers, their agents and suppliers.
- Disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct.
- Shared with other insurers either directly or via those acting for them such as claims administrators, lawyers and investigators.
- Shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the Police when **You** apply for or renew this insurance or make a claim.

Fraud Detection and Prevention

EUROP ASSISTANCE S.A., participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud.

- Check **Your** identity to prevent money laundering unless **You** have provided **Us** with satisfactory proof of identity.
- Undertake checks against publicly available information such as the Electoral Roll, County Court Judgments, Social Media and bankruptcy orders.
- Validate **Your** claims history or that of any **Insured Person** involved in the **Policy** or a claim.

Your Application and the Principle of Good Faith

As the **Insured**, **You** should answer all of the questions that **We** ask fully, honestly and to the best of **Your** ability, **We** will use **Your** answers to determine as to whether or not **We** can accept **You** for cover under this insurance. **We** will rely on the information that **You** provided when taking out the insurance. If the information submitted by **You** is incorrect or incomplete, **We** may have the right to declare **Your** **Policy** void, meaning **We** will treat **Your** **Policy** as though it had never commenced. This also applies to any claim **You** may make.

Words with Special Meanings

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.

EUROP ASSISTANCE S.A.: **EUROP ASSISTANCE S.A.** (trading as **EUROP ASSISTANCE S.A. Irish Branch**) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France. **EUROP ASSISTANCE S.A. Irish Branch** conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

Family and Couples: **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, including children living away from home in full time education.

Home Country: The location in which **You** normally and permanently reside and are registered with a General Practitioner.

Insurance Event: One occurrence or series of occurrences arising out of one cause.

Insured/Insured Person/You/Your: Any person named on the **Validation Certificate** who is eligible to be **Insured** and for whom premium has been paid.

Listed Peril: Terrorism.

Nuclear, Chemical, Biological: The use of any **Nuclear** Weapon or device or the emission, discharge, dispersal, release, or escape of any **Chemical** agent and/or **Biological** agent during the period of this insurance. “**Chemical**” agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. “**Biological**” agent shall mean any pathogenic (disease-producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Policy: The contract of insurance between **You** and **Us** consisting of the **Policy** wording, the **Validation Certificate** and any written endorsements.

Policy Excess: The amount of money **You** will have to pay towards the cost of a claim. **We** will deduct such **Excess** from each claim **You** make under this **Policy**. The amount of the **Excess** per **Policy** section is shown on the table of benefits.

Policyholder: The person who bought the insurance (first person mentioned on the **Validation Certificate**). Aged 18 years or above.

Policy Period: The period to which the insurance applies, between and inclusive of the dates shown as “Cover start date” and “Cover end date” on the **Validation Certificate** starting at 00.00 hours on the Cover start date and ending at midnight on the Cover end date.

Relative: Mother, father, brother, sister, grandmother, grandfather, grandchild, mother in law, father in law, son in law, daughter in law or fiancé.

Sum Insured: Shall mean the maximum amount of cover up to which **We** will pay after deduction of any applicable **Policy Excess** in respect of this **Policy** section. This is shown on the table of benefits on page 1 and in **Your Validation Certificate**.

Terrorism: An act of **Terrorism** means an act which either:

- a) has been declared as an act of **Terrorism** by either the UK Government or the government of the country where the act occurred; or
- b) where in the event of a delay in declaration by governments, acts which **We** believe should be covered under this **Policy**, including but not limited to the use of force or violence, 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 for such purposes. Where **We** exercise this discretion, **We** shall do so acting reasonably with the information available to **Us** at the time.

Trip: An **Insured** journey commenced and ended during the **Policy Period** from or within **Your** country of residence (please note when travelling within **Your** country of residence **You** must have a minimum of two nights in pre-booked accommodation) and which includes a flight or pre-booked, pre-paid overnight accommodation away from **Your** normal place of residence.

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

Validation 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.

War Risks and Civil Hazards:

- a) Any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, uprising or military usurped power (and whether declared or not) or United Nations or NATO enforcement action.
- b) Explosion of war weapon(s), utilisation of **Chemical** Weapons or **Biological** Weapons, the release of Weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

We/Our/Us: EUROP ASSISTANCE S.A.

Geographical Areas

Please note that no cover is provided under this **Policy** for any **Trip** in, to, or through;

Syria, Afghanistan, Somalia, Libya, Yemen, Iraq, Iran, Sudan, North Korea; or any country or area where the UK Foreign and Commonwealth Office advise against all but essential travel or, against all travel.

Nor shall **We** provide any benefit under this insurance **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation of any country or area.

Eligible People

You may be asked to demonstrate **Your** partnership and residency.

Single Person: an individual **Insured Person**.

Couple: **You**, **Your** spouse, or a partner **You** have cohabited with for six months or more (including same sex).

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, including children living away from home in full time education.

Independent travel on annual policies: everyone covered by an annual **Policy** is entitled to travel independently.

Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract.

Age Limitation: There is no upper age limit for single **Trip** policies (please note the maximum age limit for an annual multi **Trip Policy** is 85 years).

Cancelling the Policy: **You** may cancel this **Policy** within 14 days of issue or receipt of **Your** documents, whichever is later, provided **You** have not commenced an **Insured** journey and, subject to **You** not having or be intending to make a claim, a full refund of premium will be made. If **You** choose to cancel and a claim has been made under this **Policy** during the **Policy Period** or an **Insured** journey has been commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Policy Period** will be refunded pro rata.

Commencement of Cover: Cover for **Terrorism** Cancellation Cover commences on the Cover Start Date shown on **Your Validation Certificate**, or from the date an **Insured** journey is booked (whichever is later) provided the booking is within the **Policy Period**, and terminates on commencement of the **Insured** journey.

Domestic Travel Cover: Travel (within **Your** country of residence) that includes a flight or two nights in pre-booked, pre-paid overnight accommodation away from **Your** normal place of residence, are covered subject to all other **Policy** terms and conditions.

Family Members: Family members are only **Insured** under this **Policy** if they are named on the **Validation Certificate** and the appropriate premium has been paid.

Making a Claim: In the event that **You** decide to cancel **Your Trip** **You** must first gain approval to do so from Reactive Claims on 01420 383012. Please refer to page 7 for instructions on how to make a claim.

Third Party Contracts Act: A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.

Transferring Your Interest in the Policy: **You** cannot transfer **Your** interest in this **Policy** to anyone else.

War Risks and Civil Hazards: The **Policy** covers **You** provided **You** are not in Active Service/Taking Part (see page 6) or in any country or area excluded from cover as detailed in the Geographical Areas on page 4 and; a) Provided that **Your** presence in such country or area is:

- i) Attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **You** are travelling, or

- ii) Attributable to involuntary diversion or transit due to hijack, kidnap or other occurrence beyond **Your** control, provided always that at the time of such hijack, kidnap or occurrence **You** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or Usurped poWer was applicable, nor travelling to or from such country or area;
- b) For a maximum period of three days from the start of the hostilities of the insurrection, where **You** are surprised by such events whilst out of **Your** country of residence in a country which, until that time was in a state of peace.

General Exclusions

No cover is provided under this **Policy** for any **Trip** in, to, or through;

Syria, Afghanistan, Somalia, Libya, Yemen, Iraq, Iran, Sudan, North Korea;

Or any country or area where the UK Foreign and Commonwealth Office advise against all but essential travel or, against all travel.

Nor shall **We** provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation or any country or area.

We will not pay for any economic loss of any kind that does not arise as a foreseeable result of an **Insurance Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. In addition, **We** will not pay for liabilities, losses, costs, claims or expenses occasioned by, happening through or as a consequence of:

Active Service/Taking Part: Active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary force, or as part of a voluntary peacekeeping force.

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

Criminal Acts: Any criminal act deliberately or intentionally committed by an **Insured Person**.

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

Default: Negligence, error or omission of:

- a) An **Insured Person**; or
- b) Any provider of transport or accommodation; or
- c) Any agent or online booking service through whom travel arrangements Were made.

Hoax: Loss or increased cost as a result of hoax.

Mysterious Disappearance: Loss or damage caused by mysterious disappearance or unexplained loss.

Other Insurance: 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 or compensation scheme. If **You** have any other **Policy** in force, which may cover the event for which **You** are claiming, **You** must tell **Us**.

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

Radiation and Nuclear

Explosives: Ionising radiation or contamination by radioactivity from any **Nuclear** fuel or from any **Nuclear** waste from the combustion of **Nuclear** fuel or the radioactive toxic, explosive or other hazardous properties of any explosive **Nuclear** assembly or **Nuclear** component of such assembly.

Seizure: Loss by seizure or legal or illegal occupation unless loss or damage is caused directly by a **Listed Peril**.

Self-Injury: Any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life).

Terrorism:

- a) when the incident is covered by government or public authority compensation.
- b) In the form of a **Nuclear, Chemical or Biological** act (please refer to Words with Special Meanings on page 3).
- c) In areas which are regarded by **EUROP ASSISTANCE S.A.** as **War Risks and Civil Hazards** areas and/or in areas in which **You** are travelling against the advice of the UK Foreign and Commonwealth Office.

Threat: Loss or increased cost as a result of threat.

War Risks and Civil Hazards: **You** travelling to or through a country or territory against the advice of the UK Foreign and Commonwealth Office. See: www.fco.gov.uk

The Cover

Cancellation

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured** journey, not exceeding the **Sum Insured** set out in the table of benefits on page 1 and in **Your Validation Certificate**.

We will provide cover for the cancellation of **Your Trip** if **Your Trip** is scheduled to commence within the immediate 42-day period of the **Listed Peril** occurring and, the location of **Your** booked accommodation is within 40 miles of the location of the **Listed Peril**.

All travel charges which **You** have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the booked **Trip**, provided:

1. **Your** tour operator is unable to provide an alternative holiday to a different destination for the same standard of accommodation as originally booked for dates that **You** could reasonably be expected to accept, and **Your** tour operator refuses to refund **You** monies that **You** have paid.
2. If **You** have purchased and organised **Your** own flight and accommodation and are unable to receive a refund or alternative arrangements from the carrier or accommodation provider, **You** will need to evidence that **You** have made all reasonable attempts to recover monies **You** have paid and that the provider(s) has refused to refund **Your** money.
3. The UK Foreign and Commonwealth Office has not advised within the date of the incident and **Your** planned departure date which must be within 42 days, of their advice against all but essential travel, or against all travel, to the specific area and country to which **You** are committed to stay in and the above all applies.
4. If **You** are delayed for a period of greater than 48 hours on **Your** outbound journey due to a **Listed Peril** occurring within 40 miles of **Your** departure or arrival destination locations, **You** may elect to cancel **Your Trip** and claim for cancellation.

What is not covered;

1. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your trip** or purchased this **Policy**.
2. Any charges in respect of the **Insured** journey;
 - i) for which there is no contractual liability; or
 - ii) which are recoverable elsewhere.
3. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator following a **Listed Peril**.
4. **Policy excess** will apply. Please refer to **Your Validation Certificate**.
5. The **Policy** does not cover **You** if cancellation is not a consequence of a **Listed Peril**.
6. If **You** purchase this **Policy** after the **Insurance Event** has occurred.

Claims Conditions

Making a Claim For:

Cancellation claims

You must inform Reactive Claims Ltd as soon as possible upon the occurrence of any **Insurance Event** that may give rise to a claim. Cover will not apply if **You** notify **Us** more than 30 days after the occurrence of any **Insurance Event**.

- 1. Check the **Validation Certificate** and **Policy** wording to see whether the loss is covered.
- 2. Contact Reactive Claims Ltd, Attwood House, Mansfield Business Park, Four Marks, Hampshire GU34 5PZ to obtain a claim form either through their website www.reactiveclaims.com, or during normal office hours, Monday to Friday, 09.00 to 17.00, Tel: +44 (0) 1420 383012, Fax: +44 (0) 1420 558111, or e-mail: safe-journey@reactiveclaims.com as soon as possible, quoting **Your Policy** number and tell Reactive Claims what has happened.
- 3. Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.
- 4. **You** must retain and produce at **Your** own expense all receipt(s), reports and documentary evidence required by **Us** to support **Your** claim.

Reactive Claims may appoint external agents to assist in the processing of any claim.

No Interest

No interest shall be added to any claims payments.

Rights and Responsibilities

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

Complaints Procedure

We sincerely hope **You** will not need to complain about this section of **Your Policy**. However, if **You** do wish to complain in relation to how this section of **Your Policy** was sold or administered please forward details of **Your** complaint to:

In writing:	The Managing Director, International Travel and Healthcare Limited West House, 46 High Street, Orpington, Kent BR6 0JQ
By telephone:	01689 892228
By e-mail:	info@int-travelandhealthcare.com

If **You** wish to complain about the handling of **Your** claim, please forward details of **Your** complaint to:

In writing:	The Managing Director, Reactive Claims, Attwood House Mansfield Business Park, Four Marks, Hampshire GU34 5PZ
By telephone:	01420 383012
By e-mail:	safe-journey@reactiveclaims.com

You will be contacted promptly on receipt of **Your** complaint to inform **You** of what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **We** will tell **You** when **You** can expect an answer. This complaints procedure does not affect any legal right **You** have to take action. Once **You** have received **Your** final response within 8 weeks and if **You** are still not satisfied **You** can contact; Financial Ombudsman Service within 6 months:

In writing:	Financial Ombudsman Service, Exchange Tower, London E14 9SR
By telephone:	0800 023 4567 free for people phoning from a “fixed line”, i.e. a landline at home) or 0300 123 9123 (free for mobile-phone Users who pay a monthly charge for calls to numbers starting 01 or 02)
By e-mail:	complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not affect **Your** right to take legal action.

Immediate family – **your** mother, father, son, daughter and spouse. **Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them).

Precautions – all measures that it would be reasonable to expect **you** to take in the circumstances to prevent **accidental loss**, damage or theft of **your gadgets**.

Proof of usage – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to **our** repairers for inspection.

Unattended – not within **your** sight at all times and out of **your** arms-length reach.

We, us, our – UK General Insurance Ltd, on behalf of Great Lakes Insurance SE.

You, your – the person, who owns the **gadgets** as stated on the Validation Certificate.

What We Will Cover

We will cover **your gadgets** worldwide, subject to the territorial limits, up to a maximum sum of £1000.

The total amount payable in aggregate in each period of cover is £1000, and the maximum value per single **gadget** that can be claimed for is £1000. If **you** have purchased an annual multi trip insurance policy, the maximum duration of any single trip is 100 days.

A. Accidental Damage

We will arrange a repair if **your gadget** is damaged as a result of an accident or malicious damage. If **your gadget** cannot be repaired **we** will replace it.

B. Theft

If **your gadget** is stolen **we** will replace it. Where only part or parts of **your gadget** have been stolen, **we** will only replace that part or parts.

C. Accidental Loss

If **you** lose **your gadget** **we** will replace it. Please note laptops are not insured for **accidental loss**.

D. Breakdown

If **your gadget** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, then **we** will repair it. If **your gadget** cannot be repaired, **we** will replace it. This cover is not available on laptops.

E. Unauthorised Call/Data Use

If **your** mobile phone is lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill, up to a maximum value of £1000. This includes calls, messages, downloads and data made / used from the time it was lost or stolen up to a maximum of 24 hours from discovery of the incident.

F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid, **we** will repair it. If it cannot be repaired **we** will replace it.

What We Will Not Cover (Exceptions)

Your gadget is not covered for:

1. Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;
- from any building or premises (including **your** holiday accommodation) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or

premises. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;

- where **your gadget** was in the possession of a third party (other than a member of **your** immediate family) at the time of the event giving rise to a claim under this insurance;
- when away from **your home**, unless the **gadget** is concealed on or about **your** person when not in use;
- where the **gadget** has been left **unattended** when it is away from **your home** or holiday accommodation; or
- where all available **precautions** have not been taken.

2. Loss or damage caused by:

- **you** deliberately damaging or neglecting the **gadget**;
- **you** not following the manufacturer's instructions; or
- the use of non-original accessories.

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
loss caused by a manufacturer's defect or recall of the **gadget**;
- repairs carried out that have not been pre-approved by **us**;
- **gadgets** which have previously had repairs carried out by non-manufacturer approved repairers;
- wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance;
- cosmetic damage of any kind including scratches and dents; or
- if the serial number has been deliberately tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.

5. Any loss of a SIM (subscriber identity module) card.

6. Any claim for liquid damage to **your gadget/s** where the event causing the need to claim involved **you** taking **your gadgets** on a boat, other water vessel or whilst taking part in water activities.

7. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised use for **your** mobile phone up to the maximum value of £1000.

8. In the event that **you** make a claim, an excess fee applies per **gadget** being claimed for, which must be paid to **us** before **your** claim can be settled. This is the first £25 of each claim for each **gadget** that was less than 3 years old at point of policy purchase, and £50 for each **gadget** that was more than 3 years old but less than 6 years old at the time of policy purchase.

9. The cost of any unauthorised calls following the theft, **accidental loss** or damage of **your** mobile phone unless the theft or loss of the mobile phone has been reported to the Service Provider within 24 hours of discovery.

10. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.

11. **Accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.

12. Loss of or damage to accessories.

13. Any claim if the **gadget** has not been used after the date the insurance has been purchased.

14. Any theft, loss or damage that occurs to **your gadget/s** whilst travelling on public transport or on an aircraft unless they are being carried in **your** hand luggage or on **your** person.

15. Any **gadget** that is more than 6 years old, or that is without valid **evidence of ownership** when the policy is started. This insurance does not cover **gadgets** purchased outside of the UK, or any **gadgets** purchased second hand.

16. Any claim for any **gadget** over the value of the maximum sum for the level of cover.

17. War Risk - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
18. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
19. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
20. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
21. Any indirect loss or damage resulting from the event which caused the claim under this policy;
22. Liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.
23. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

Claim Settlement

1. This policy offers replacement only and is not a replacement as new policy. If the **gadget** cannot be replaced with an identical refurbished **gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **gadget**. Where an equivalent refurbished item is not available, **we** will replace with new. **We** cannot guarantee to replace an item with one of the same colour.
2. Repairs will be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

Conditions and Limitations

1. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is.
2. The **gadgets** must not be more than 6 years old, must be purchased as new, or if refurbished, purchased directly from the manufacturer, and with valid **evidence of ownership** at inception of the policy. All **evidence of ownership** must include the make, model and serial number of the **gadget** and must be in **your** name.
3. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.
4. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days' notice in writing.
5. **We** may cancel the policy by giving **you** 30 days' notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.

6. **You** cannot transfer the insurance to someone else or to any other **gadgets** without **our** written permission.
7. **You** must take all available **precautions** to prevent any loss or damage.
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

Your responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- to make sure that all information supplied as part of **your** application for cover is true and correct
- tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Cancellation

Your right to change your mind.

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to Staysure within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by writing to Staysure, McGowan House, Waterside, The Lakes, Bedford Road, Northampton, NN4 7XD, Or by Telephone 0800 088 4828 (if calling from outside of the UK please dial +44 1604 210 845, Or by Email info@staysure.co.uk, however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Claims Procedure

1. You must:

- Telephone Direct Group Ltd, the claims handler, on 0203 794 9300 Monday to Friday 9am to 6pm. Email: gadgetclaims@directgroup.co.uk as soon as possible but in any event within 28 days of any incident likely to give rise to a claim under this insurance;
- report the theft or loss of any mobile phone, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the theft or loss of any **gadgets** to the Police within 48 hours of discovery and obtain a Crime Reference number in support of a theft claim or a lost property reference in support of an **accidental loss** claim;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.
- return **your** completed claim form and **evidence of ownership** to Supercover Insurance within 30 days of the incident date along with any other requested information.

2. If **we** replace **your gadgets** the damaged or lost item becomes **ours**. If it is returned or found, **you** must notify **us** and send it to **us** if **we** ask **you** to.

UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE. To help **us** improve **our** service **we** may record or monitor telephone calls.

Warning

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

Sale of the Policy

Please contact Staysure who arranged this insurance on **your** behalf. **You** can get in touch by writing to:

Customer Services Manager
Staysure
McGowan House
Waterside
The Lakes
Bedford Road
Northampton
NN4 7XD

Or by Telephone 0800 088 4828 (if calling from outside of the UK please dial +44 1604 210 845)
Or by Email info@staysure.co.uk

Complaints regarding:

Claims

For complaints about the handling of any claim, please contact:

Direct Group Ltd
Direct Group
PO Box 1291
Preston
PR2 0QJ

Tel: 0203 794 9300
Email: customer.relations@ryandirectgroup.co.uk

If **your** complaint cannot be resolved by the end of the third working day, Direct Group Ltd will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06172.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to:

Financial Services Compensation Scheme
P.O. Box 300
Mitcheldean
GL17 1DY

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as “**you/your**” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at:

Data Protection
UK General Insurance Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

What is not covered?

Travelling against FCO or WHO advice:

- Your travel to a country, specific area or event when 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 has advised against all, or all but essential travel.
- The rental period must not be longer than 50 days for annual trip policies.
- **You** must be the person shown as a named driver on the rental agreement for the hire vehicle.

If you are renting an insured vehicle in your home country you must have a minimum of 2 nights pre-booked accommodation

You should not buy this **policy** if the above criteria are not met.

What makes up this Policy?

This **Policy** along with your **Validation Certificate**, form your insurance contract between you and us (Insurer).

Demands and needs

This **policy** meets the demands and needs of a person seeking to protect the amount they are liable to pay under their car hire agreement in the event of an **incident** affecting the vehicle during the period of hire and other loss incidental to the hire where the eligibility criteria are met.

How your Policy works

Your **Policy** and **Validation Certificate** is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this **policy** and happens during the **period of insurance**. Unless specifically mentioned, the benefits and exclusions within each section apply to each person insured. Certain words have a special meaning as shown under the definitions listed below.

Definitions

These words have been highlighted by the use of bold print throughout the **policy** document.

Cooling off period & cancellation

You have the right to cancel any **policy** of insurance within 14 days of the date of issue or receipt of your **policy** documentation, 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 postage fee.

To exercise your right to cancel your **policy**, please contact **us** by telephone on 0800 088 4828. If **you** do not exercise your right to cancel your **policy**, it will continue in force for the term of the **policy** and **you** will be required to pay the premium.

Jurisdiction & law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this **policy** will be in English. In the event of a dispute concerning this **policy** the English courts shall have exclusive jurisdiction.

Definitions

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings:

Validation Certificate means the document that contains the name of the **policy** holder and gives details of the cover provided by this **policy**.

Excess means the amount **you** must pay towards any **incident** which is not covered under the Collision Damage Waiver clause in your car hire agreement.

Incident means an unexpected event resulting in damage to the hire vehicle caused by fire, vandalism, accident or theft occurring during **your** rental period, for which **you** are liable under the car hire agreement.

Hire Car/Rental Vehicle means the vehicle owned by a licensed rental company or agency, which **you** have agreed to hire from them according to the terms of **your** rental agreement.

Insurer means Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels.

Period of insurance means **your car hire period**. All cover ends on the expiry date shown on **your Validation Certificate**.

Public Highway means a main road or thoroughfare, such as a street, boulevard, or parkway, available to the public for use for travel or transportation.

Car hire period means the dates for which **you** have arranged to hire the hire vehicle, as confirmed on **your** car hire agreement.

We/Us/Our means Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

Policyholder means each person shown on the **Validation Certificate**.

You, Your means who is named on the rental agreement being authorised to drive the **rental vehicle** and for whom the appropriate insurance premium has been paid for this **policy**.

Claims Handling

If **you** wish to make a claim please refer to the How to make a claim section.

Excess cover

What is covered?

If **your** hire vehicle is involved in an **incident** we will reimburse **you** for the **excess** up to £4,000 including fees and taxes, for any single **incident** / during any one **period of insurance** in total for the following:

Up to £4,000 including fees and taxes, in total for amounts not covered under the collision damage waiver clause of **your** car hire agreement.

What is not covered?

- Travelling against FCO or WHO advice:
 - **Your** travel to a country, specific area or event when 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 has advised against all, or all but essential travel.
- Any claim where **you** have not followed the terms of **your** rental agreement;
- Damage to the **rental vehicle** interior;
- Mechanical failure of the **rental vehicle**;
- General wear and tear;
- Items showing as defective at the time the **rental** agreement commenced;
- Driving off the **public highway**;
- Commercial use.

Please refer to the **General Exclusions** and **General Conditions** sections.

Car Hire Key Cover

What is covered?

We will pay up to £500 including fees and taxes, in total to replace the car hire keys if these are lost, stolen, or damaged during the rental period. This will also include, where necessary, the costs to replace locks or for a locksmith to break into the **rental vehicle** if **you** are locked out of **your** vehicle.

What is not covered?

Please refer to the General Exclusions and General Conditions sections for further information on the cover we provide under this policy.

Misfuelling

What is covered?

- Draining and flushing the fuel tank on site using a specialist roadside vehicle or
- Recovery of the **rental vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- **You** can only claim once per **period of insurance**.
- Reimbursement for costs including fees and taxes, up to a maximum value of £1,000 per claim.

What is not covered?

- **You** will be responsible for paying any costs in **excess** of £1,000 per claim;
- Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- Mechanical or component damage to **your rental vehicle** whether or not caused as a result of misfuelling or the cost of hiring an alternative **rental vehicle** in the event mechanical or component damage is sustained;
- Any defect which is deemed NOT to be a direct result of misfuelling or a defect which existed before the **incident** of misfuelling;
- Any more than one claim relating to misfuelling during the period of cover
- Any vehicle or vehicles other than the **rental vehicle** or vehicles listed on the rental agreement.

Please refer to the **General Exclusions** and **General Conditions** sections.

Roadside & Towing

What is covered?

If the hire vehicle breaks down following an **incident** which renders **you** unable to commence, continue or complete a journey as a result of **your** vehicle being unsafe to drive or being immobilised, **you** will need to contact the **hire car** company immediately and follow their instructions.

If **you** are required to arrange or pay for the recovery of the vehicle, **we** will refund the costs **you** incur including fees, up to £1,000 for a breakdown vehicle to attend the scene, try and restore the **hire vehicles** mobility, and if required recover the vehicle to the destination of choice.

What is not covered?

Any costs where an invoice and evidence of payment can not be supplied.
The costs of the repairs.

Drop-off Charges

What is covered?

We will pay up to £500 (or equivalent in local currency) for drop off charges incurred in the event of **you** being unable to return the **rental vehicle** to the rental company, due to an accident or illness where hospitalisation takes place.

What is not covered

Where proof of hospitalisation is not available if requested by the assistance company.

Where the vehicle rental is a one-way rental.

Any amount exceeding £500 (or equivalent in local currency) for any one claim, or in any one **policy** term.

Emergency Accommodation

What is covered

If **you** are not able to reach **your** destination because **your rental vehicle** is damaged and cannot be driven as a result of an accident, **we** will pay for one night's stay **ONLY** in a hotel/bed and breakfast for **you** and **your** passengers up to a maximum of £500.

What is not covered

We will only pay for the cost of the room and **you** will be responsible for any other costs associated with **your** stay.

General Exclusions

The following exclusions apply to the whole of your policy:

We will not cover **you** for any claim arising from the following:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism or weapons of mass destruction.
2. Any epidemic or pandemic.
3. **You** do not follow any suggestions or recommendations made by any government or other official authority including the Foreign and Commonwealth Office during the **period of insurance**.
4. **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
5. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
6. Any currency exchange rate changes.
7. **You** acting in an illegal or malicious way.
8. Any loss caused as a direct or indirect result of anything **you** are claiming for.
9. Any damage covered by **your** vehicle rental agreement.
10. Any damage that occurs as a result of **your** use of alcohol or drugs (other than drugs prescribed by a medical practitioner).
11. Anything arising out of misuse of the **rental vehicle**.
12. Failure to comply with any law or equivalent requirements in **the** jurisdiction in respect of which the vehicle rental agreement has been made.
13. Any **incidents** if the **rental vehicle** is driven off a **public highway**;
14. **Rental vehicles** not named in the Car Hire rental agreement.
15. Any defect or damage which existed at the time that **you** commenced **your** rental agreement.
16. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Conditions

The following conditions apply to the whole of **your** policy. Please read these carefully as **we** can only pay **your** claim if **you** meet these:

1. **You** take reasonable care to protect the **rental vehicle** against accident, loss and damage and act as if **you** are not insured and to minimise any potential claim.
2. **You** have a valid rental agreement.
3. **You** accept that **we** will not extend the **period of insurance** beyond the term of the original rental agreement.
4. **Your** claim must be notified to **us** within 6 months of the **incident**
5. Please provide **us** with full details of anything that may result in a claim and give **us** all the information **we** ask for. Please see section 'How to Make a Claim' for more information.
6. **You** accept that no alterations to the terms and conditions of the **policy** apply, unless **we** confirm them in writing to **you**.

7. This insurance contract is between **you** and **us**. Any person or company who is not party to this **policy** has no right to enforce any condition of this **policy**.

How to make a claim

Your claim will be handled by **us** or a service provider appointed by **us**.

Visit **our** claims web site:

www.axahirecarclaims.com will be able to register **your** claim online and upload copies of the following documentation:

For all claims

- Your original **Validation Certificate**, signed rental agreement, confirmation of the condition of the vehicle at the time the rental agreement commenced and evidence from the rental company that **you** are being held liable in relation to **your** claim.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss.
- As much evidence as possible to support **your** claim.
- A copy of the driving licence of the person driving the **rental vehicle** at the time of any **incident**.
- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Detailed account of the circumstances that led to the damage of the **rental vehicle**, including where appropriate a written police report.

Additional Documentation in Relation to Rental Vehicle Key Claim

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.
- If appropriate, **you** should also report the theft, damage or loss to **your** courier or hotel / apartment manager and ask for a written report.
- If **you** have a query please email carhireclaims@axa-assistance.co.uk

If **you** need assistance in making **your** online claim, **you** can contact **us** on 01737 334 292.

Complaints Procedure

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

If **you** have a complaint about **your** claim or the service of **your** claim, **you** can use the below details to contact **us**:

Email address: carhireclaims@axa-assistance.co.uk

Please put **Complaint** in subject heading. **We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

For complaints relating to the service of the sale of this **policy** please forward details of **your** **policy**:

Customer Services Manager

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

Email: complaints@staysure.co.uk
Telephone: 0800 652 9957

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567.

Compensation Scheme

In the unlikely event that **we** have been unable to meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk

Details on how to take **your** complaint further can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr> which has been set up by the EU Commission.

Data Protection

Details of **you**, **your** insurance cover under this **policy** and claims will be held by **us** (acting as data controllers) for underwriting, **policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this **policy**,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance **excess** claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **excess** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your**: consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details on page 8).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (page 8).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

Personal Information

By purchasing **our** products and services, **you** agree that **we** may:

- a) disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance SA please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

We monitor and record phone calls to help maintain **our** quality standards and for security purposes.

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, or if the law requires **us** to disclose it.