

ERV Seasonnaire Insurance Policy Wording



ERV Seasonnaire Insurance

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

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

Email contact@erv.co.uk

Web www.erv.co.uk

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

This Policy is a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see **Important Information relating to Health, Activities and the Acceptance of Your Insurance** on the following page. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about Pre-existing Medical Conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

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

There are two product types available to choose from: **Seasonnaire** and **Seasonnaire Staff**

The **Seasonnaire Staff** product is aimed at individuals who are covered by their employer for Emergency Medical Expenses and Repatriation, both at Work and in their Leisure time. For this reason there is limited cover of £5,000 provided by the **Seasonnaire Staff** which is payable only in the event that no other health or travel insurance policy provides cover. Please be aware that the **Seasonnaire Staff** is not a traditional travel insurance policy.

The **Seasonnaire** product is aimed at individuals who do not have Emergency Medical and Repatriation Expenses provided by their employer whilst at Work and in their Leisure time. The Sum insured under Emergency Medical Expenses and Repatriation of the **Seasonnaire** product is £2,000,000.

Please note this insurance is not intended for anyone who would be self-employed or classed as a contractor, and is not suitable for Winter Sports Seasonnaires.

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

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

		Steps You Need To Take
<p>1. Are You or Your travelling companions travelling or planning to travel : a. against medical advice? b. to obtain medical treatment? If No, please proceed to the next question...</p>	Yes	<p>You and Your travelling companions are not covered under this Policy. You may cancel Your Policy within the 14 day Cooling off period and provided You have not made or intend to make a claim under this Policy We will refund Your premium in full. To do this please email contact@erv.co.uk Cancellation after this time is subject to an administration fee.</p>
<p>2. Are You or Your travelling companions waiting for tests or test results for any undiagnosed condition(s)? If No, please proceed to the next question...</p>	Yes	
<p>3. At any time during the last 5 years have You or Your travelling companions been treated for alcohol or drug addiction? If No, please proceed to the next question...</p>	Yes	
<p>4. Have You or Your travelling companions made, or tried to make, 3 or more travel insurance claims in the last 5 years? If No, please proceed to the next question...</p>	Yes	
<p>5. Do You or Your travelling companions have any unspent convictions for fraud, theft or malicious damage? If No, please proceed to the next question...</p>	Yes	
<p>6. Are You or Your travelling companions currently aware of any circumstances which are likely to lead to a claim being made under this Policy? If No, please proceed to the next question...</p>	Yes	Please email contact@erv.co.uk with full details
<p>7. Are You taking part in any Leisure Activities? If No, please proceed to the next question...</p>	Yes	This Policy only provides cover for certain Hazardous Activities and Sports depending on the cover option You purchase (Essential, Active). Please see Appendix 1 for full details. Please be aware there is limited cover of £5,000 for Emergency Medical Expenses and Repatriation under the Seasonnaire Staff product.
<p>8. Are You or Your travelling companions aware that a Relative, a Close Business Associate, someone with whom You are going to stay, or any other person on whose health Your trip might depend has a health problem which might lead to cancellation or curtailment of the trip? If No, please proceed to the next question...</p>	Yes	We will not pay any Cancellation or Curtailment claims related directly or indirectly to the pre-existing medical condition of someone You are going to stay with, a relative, a close business colleague, a travelling companion or anyone on whose health Your trip may depend if You were aware of the medical condition at the time this Policy was issued, renewed or extended or Your trip was booked.
<p>9. In the last 2 years have You or Your travelling companions suffered from, been treated for or diagnosed with : a. a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like? b. a lung or respiratory-related condition (not including stable, well-controlled asthma when you or Your travelling companions have no other medical condition) ? c. a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack) ? d. any form of cancer? e. an organ transplant or dialysis? f. a psychiatric or psychological condition? g. a terminal condition? h. any type of diabetes? If No, please proceed to the next question...</p>	Yes	<p>There is no cover for claims related directly or indirectly to Pre-Existing Medical Conditions.</p> <p>If You have already bought the Policy, contact : ERV Customer Service Tel: +44 (0)1403 788510</p>
<p>10. Have You or Your travelling companions consulted or been treated by a GP or Consultant or taken prescribed medication in the 12 months prior to the date the insurance was arranged? If No, Thank You. You do not need to contact Us.</p>	Yes	

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Important notes

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

Medical Cover

If **You** have chosen the cover option “**Seasonnaire Staff**”, limited cover of £5000 is provided under Policy Section 1 Emergency Medical and Repatriation Expenses.

Policy excesses

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

Reasonable care

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

Complaints

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

Cooling off period

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

Hazardous activities and sports

The Policy will not automatically cover **You** when **You** take part in hazardous activities and sports. Whether **You** are covered or not for a particular activity will depend on the cover option **You** have chosen, as shown on **Your Policy Schedule** (Seasonnaire Staff Essential/Active, Seasonnaire Essential/Active), in accordance with *Appendix 1*. Where cover applies it may be subject to additional special terms, conditions and exclusions and sums insured may be reduced.

Policy Wording / Policy

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

Conditions and exclusions

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

Policy Schedule

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

Reciprocal health agreements

If **You** are travelling to a European Union country **You** are strongly advised to obtain a European Health Insurance Card. **You** can find full details and apply for the EHC online at www.ehic.org.uk. This will entitle **You** to benefit from the reciprocal health agreements which exist between EU countries. If **You** require medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

Fraudulent claims

The making of a fraudulent claim is a criminal offence.

Medical expenses

The Policy does not provide *private* healthcare unless specifically approved by **Our** Assistance Company.

Personal effects / possessions claims

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

Policy limits

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

Governing law

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

Cruises

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

ships.

Cyber-Terrorism

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

Volcanic ash

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

Pre-existing medical conditions

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

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

Changes in health after issue of the Policy

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

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

Tel. +44 (0) 1403 788974

Your application and the principle of good faith

This **Policy** is a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see **Your declaration: important questions relating to health, activities and the acceptance of Your insurance** on pages 2-3. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about **Pre-Existing Medical Conditions** relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific **Conditions and Exclusions**. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

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

Sums insured & excesses

	Seasonaire Staff	Seasonaire	Excess
Emergency Medical and Repatriation Expenses	£5,000*	£2,000,000	£75
Hospital Confinement Benefit	N/A	£100 (£20 / 24hrs)	None
Personal Accident	£5,000	£5,000	None
Cancellation	£1,000	£1,500	£75
Curtailement, Interruption and Return to Resort	£1,000	£1,500	£75
Personal Effects / Possessions (option of £1,500)	£1,000	£1,000	£75
Personal Liability	£1,000,000	£1,000,000	£75
Hijack, Kidnapping and Mugging	£2,000	£2,000	None
Legal Expenses	£25,000	£25,000	None
Physiotherapy or Chiropractor treatment (optional)	N/A	Up to 5 Sessions (£50 per session)	None

* Cover is limited to Medical and Repatriation Expenses only.

Words with special meanings

Active Participation

- a) the act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**.
- b) the act of any person voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign and Commonwealth Office. See : www.fco.gov.uk

Assistance Helpline

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

Bodily Injury

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

Cash

valid coins, bank and currency notes.

Catastrophe

avalanche, explosion, fire, flood, hurricane, lightning, medical epidemic, storm or tempest.

Consent

Your agreement on **Your** own behalf ; and, where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf ; and **Your** warranty that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement ; and **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of 16 to be insured on the **Policy** but **Your** spouse or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

Contamination

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

Cyber-Terrorism

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

Disablement

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

Downhill mountain biking

can be a time trial event held on a steep, rough terrain featuring jumps, rock gardens and other obstacles, or just simply where the intention is to travel to a point at, or near the top of a hill or mountain with the aim of getting to the bottom as fast as possible, regardless or not of whether it is timed, or within a marked course. This would include practicing for such events

ERV / We / Our / Us

ERV.co.uk, a trading name of ETI International Travel Protection. (in Section 8 **We**, **Our** and **Us** refers to DAS Legal Expenses Insurance Company Limited.)

ERV 's Assistance Company

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

Europe

Aland Islands, Albania, Algeria, Andorra, Armenia, Austria, Azores, Balearic Islands, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Greek Islands, Greenland, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia (west of the Ural Mountains), San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, **United Kingdom**, Ukraine and the Vatican City.

Hazardous Activities and Sports

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

Hijack

the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof)

or other conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

Illness

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

Instructing

Undertaking paid work as an instructor, where **You** hold the relevant qualification to do so. Instructing cover is limited to teaching sports and activities which are listed as covered under the 'Active' grade, as shown in **Appendix 1 – Hazardous Activities and Sports**.

Insured Event

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

Insured / Insured Person / You / Your / Yourself

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

Insured Journey

a trip commenced and ended within the **Policy Period** from the United Kingdom.

Kidnap

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

Medical Practitioner

a qualified medical physician, not being **You** or **Your Relative**.

Mugging

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

Personal Effects / Possessions

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

Personal Money

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

Policy

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

Policy Excess / Excess

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

Policy Period

the period to which the insurance applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on the **Policy Schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

Policy Schedule

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

Pre-Existing Medical Conditions

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

Private Accommodation

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

Relative

mother, father, sister, brother, grandmother, grandfather, grandchild, relation in law, fiancée, spouse or cohabiting partner.

Single Item Limit

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

Sports Equipment

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

Strike or Industrial Action

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

Terrorism

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

United Kingdom

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

Valuables

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

Valuables Endorsement (Gadget Cover)

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

War and Civil Unrest

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

Weapons of Mass Destruction

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

General policy conditions

These are the conditions of the insurance

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

Age limitation

Cover is not provided to any person aged 17 or under, or aged 65 or over at the start of the **Policy Period**.

UK Residents

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

Cancelling the Policy

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

Start of cover

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

Maximum duration

Any one **Insured Journey** is limited to 365

days.

Medical examination

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

Seasonnaire

At the time of purchasing this insurance **You** :

- 1) do not have a formal job offer, or where **You** do have a formal job offer **Your** new employer has confirmed in the form of **Your** contract of employment that **You** will not be covered under a Staff Insurance Policy for Emergency Medical and Repatriation Expenses outside of **Your** contracted working hours, for the duration of **Your** employment.
- 2) are still seeking employment
- 3) are not planning to be self-employed or carry out contract work.

Seasonnaire Staff

At the time of purchasing this insurance **You** :

- 1) have been given a formal job offer and **Your** new employer has confirmed in the form of **Your** contract of employment that **You** will be covered under a Staff Insurance Policy for Emergency Medical and Repatriation Expenses both at Work and in **Your** Leisure time, for the period of **Your** employment. **IMPORTANT** : If you cease to work for **Your** employer during the **Insured Journey** it is important to check when the insurance cover provided by **Your** employer ceases. **You** can upgrade **Your** cover to 'Seasonnaire' by contacting **Us**.
- 2) are not planning to be self-employed or carry out contract work.

Taking care

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

Third Party Contracts Act

A person or company who is not a party to this Policy has no right under the Contracts

(Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available from that Act.

Transferring Your interest in the Policy

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

General policy exclusions

These exclusions apply to all sections of **Your** Policy. Individual sections of cover in this Policy have additional specific exclusions, which apply only to those sections of cover. **We** will not pay for any loss of any kind that does not arise as a direct and foreseeable result of an **Insured Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. . In addition, **We** will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss :

Active Participation

Aviation

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

Criminal acts

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

Cruises

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

Cyber-Terrorism

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

critical systems.

Decompression

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

Default

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

Depreciation

depreciation, wear and tear and currency exchange losses.

Disinclination

unwillingness or refusal to travel.

Mental illness

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

Nuclear energy

including nuclear reactions, radiation and **Contamination**

Pre-existing medical conditions

those conditions stated in the definitions.

Pressure waves

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

Rescue

air and/or sea search and rescue.

Self-injury

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

addiction), or substance or solvents abuse

Terrorism

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.

Volcanic ash

the delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

Weapons of Mass Destruction

Claims conditions

Fraud

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

Making a claim

You must notify **ERV** Claims Service as soon as possible upon the occurrence of any **Insurance Event** that may give rise to a claim. Cover will not apply if **You** notify **ERV** more than 30 days (claims under Section 8 more than 180 days) after the occurrence of any **Insurance Event**.

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

Tel. +44 (0) 1403 788 983

Email info@ervinssvs.co.uk

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

3. In respect of Section 8 - Legal Costs and Expenses please contact DAS Legal Expenses Insurance Co. Ltd., DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Tel. +44 (0) 117 934 0625

Fax. +44 (0) 117 934 2109

4. Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

Cancellation or curtailment

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

Medical and medical-related expenses

1. Showing **Your** Insurance Card (please allow up to 7 working days for delivery after **You** purchase this insurance) is a quick and easy way of confirming **Your** insurance details to rescue, transport or medical service providers. In most cases such providers in **Europe** will charge **Us** directly and **You** will only need to pay the **Policy Excess** at the time of treatment

2. Most providers will give **You** a claim form (or **You** can download one from ERV.co.uk or contact **ERV** Claim Service) which **You** should fill in and send to **ERV** Claims Service, together with receipts for any medical costs **You** may have had to pay yourself such as prescription charges and the like. **You** must obtain and provide **Us** with original receipts.
 3. If **You** are admitted to a hospital or clinic as an in-patient, **ERV's Assistance Company** must be notified immediately, before incurring expenses and in any event within 48 hours.
 4. **You** should provide them with:
 - i. **Your** Insurance Card number
 - ii. A contact telephone number for **You**
 - iii. The name and contact details of the hospital or clinic including telephone
 - iv. The name and age of the patient
 - v. A description of the medical problem
 5. If **You** are travelling within the European Economic Area and carrying the European Health Insurance Card, **You** should use the Card to reduce the claim. If **You** do so the **Policy Excess** will not apply.
- ### Personal Effects / Possessions
1. For all loss or damage in transit claims, including delayed **Personal Effects / Possessions** report to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
 2. For all damage claims obtain an estimate for repairs.
 3. In the event of baggage delay, retain receipts for the purchase of essential replacement items.
 4. **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
 5. Contact **ERV** Claims Service on **Your** return to obtain a claims form or download one from **Our** website www.erv.co.uk/claims.
 6. **You** must retain and produce at **Your** own expense all receipt, reports and documentary evidence required by **Us** to support **Your** claim.

No interest

No interest shall be added to any claims

payments.

Other insurance

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

Rights and responsibilities

We will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **ERV** (or DAS in respect of Policy Section 8).

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

Helplines

ERV Emergency Assistance

Tel. +44 (0) 1444 454 540
Tel. +1 844 780 0494 (USA & Canada)

ERV Claims Service (Non medical claims)

Tel. +44 (0) 1403 788 983

Claims Forms (Non-emergency)

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

Tel. +44 (0) 1403 788 983

Complaints Procedure

We sincerely hope **You** will not need to complain about **Your** insurance Policy or claims settlement. However, if **You** do wish to complain under Policy Sections 1-7 or 9 please forward details of **Your** complaint to :

The Managing Director

ERV

Afon House, Worthing Road,
Horsham, West Sussex RH12 1TL, England

Email contact@erv.co.uk

Web www.erv.co.uk

If **You** wish to complain under Policy Section 8 - Legal Costs and Expenses please contact **DAS** by :

- phoning 0344 893 9013

- emailing customerrelations@das.co.uk

- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- completing **DAS** online complaint form at www.das.co.uk/about-das/complaints

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

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Web www.financial-ombudsman.org.uk

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

Section 1 - Emergency medical and repatriation expenses

IMPORTANT NOTE

"Seasonnaire staff" are only covered for limited medical and repatriation expenses up to £5,000 under sections A and D in the event that no other health or travel insurance policy provides cover.

What is covered

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

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

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

Exclusions applying to Section 1 A

What is not covered

1. Admission to a private hospital/clinic unless approved by **ERV**'s Assistance Company.
2. Private room accommodation in a hospital/clinic.
3. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury or Illness**
4. Any expenses not usual, reasonable or customary for the medical services and/

or supply.

5. Any costs arising from **Your** Normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease of complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medication which were known to be required or continued during the **Insured Journey**.
8. Costs of health or medical treatment provided in **Your** country of residence.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **Your** return to **Your** country of residence.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **You** have used the European Health Insurance Card to reduce the claim, in which case no **Excess** applies. Please refer to **Your** Policy Schedule.

B. Hospital Confinement Benefit

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

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

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

Exclusions applying to Section 1 B and C

What is not covered

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

D. Repatriation or Evacuation of the Insured Person as a consequence of a sudden Illness, accidental Bodily Injury or serious assault / rape.

1. Costs of **Your** repatriation to **Your** country of residence or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home.
3. **ERV** travel insurance for one person summoned.

Exclusions applying to Section 1 D

What is not covered

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

E. Funeral expenses and body repatriation

1. Cost of returning **Your** body or ashes to **Your** home address or burial or cremation in the country in which death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one **Relative** to travel out and accompany the remains.

Exclusions applying to Section 1 E

What is not covered

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

Additional conditions applying to Policy Section 1

- a. All coverage under this Section must be prescribed or recommended by a **Medical Practitioner**. If **You** are admitted as an in-patient in a hospital/clinic **You** must notify **ERV's Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification to **ERV's Assistance Company**, then **ERV** is only liable for such costs as **ERV** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
- b. **ERV's Assistance Company's** doctors have the authority on behalf of **ERV** to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
- c. In case of repatriations/evacuation, **ERV** decides the transport mode considering **Your** medical condition and requirements and the accessibility of his location. The transport can be carried out by air-ambulance, helicopter, scheduled or charter aeroplane, train, ambulance, taxi and the transport may be conducted together with other persons e.g. on scheduled or charter flights.
- d. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation (WHO) or any public UK health authority prior to **Your** travel, including any malaria medications recommended. If **You** fail to take such precautions and it is determined that the **Illness** is a result of **Your** negligence **Your** cover under Policy Section 1 may be void.
- e. **ERV** will provide repatriation by scheduled or charter flights in economy class where it is available and meets **Your** medical needs.

Section 2 - Personal accident

What is covered

This part of the Policy sets out the cover **We** provide in total per **Insured Journey** if **You** sustain **Bodily Injury** as a sole and direct result of an accident during the **Insured Journey** giving rise to :

A. Death occurring within 12 months of the incident

1. The sum insured set out in **Your Policy Schedule**.

B. Disablement

1. The sum insured set out in **Your Policy Schedule**.

Additional conditions applying to Policy Section 2

- a. Compensation for **Disablement** will be paid to **You**. Compensation for death will be paid to **Your** personal representatives (next of kin).
- b. **Disablement** is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insured Event** causing **Bodily Injury**.
- c. It is a condition for payment of **Disablement** compensation under section 2. But **You** are alive on the date of payment.

- d. **We** will not pay any benefits solely because **You** are unable to take part in sports or pastimes.
- e. If **You** disappear but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
- f. Any **Disablement** compensation that has been paid in connection with an **Insured Event** subsequently resulting in death will death.
- g. The degree of **Disablement** for loss of several parts of the body cannot exceed 100% of the sum insured for **Disablement**.
- h. A pre-existing **Disablement** does not entitle **You** to any higher assessment of compensation than if such **Disablement** had not previously existed.
- i. If **You** are insured under more than one of **Our** policies, **We** will not pay out more than the highest sum insured under any one of **Our** policies in total.
- j. If several **Insured Persons** suffer Bodily Injury in the same **Insured Event**, **Our** aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.
- k. **You** (or in case of death, **Your** personal representatives (next of kin)) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as requested.
- l. **You** are not covered for Personal Accidents which are a consequence of an act of **Terrorism**.
- m. **You** are not covered for **Bodily Injury** if the **Bodily Injury** is a consequence of **Your** participation in excluded **Hazardous Activities and Sports** listed in Appendix 1 unless otherwise indicated in Appendix 1.
- n. In the event of **Your** death or **Disablement** of an **Insured Person** as

a result of undertaking **Hazardous Activities and Sports** as listed in Appendix 1, the benefit is reduced to the percentage of the sum insured in accordance with Appendix 1.

Section 3 - Cancellation

What is covered

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

- A. 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 trip which You are necessarily required to cancel as a result of:**
1. **Your** accidental **Bodily Injury** or **Illness** or death or that of a **Relative**.
 2. **You** having been subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the trip, except as an expert witness in a professional capacity.
 3. **Your** private dwelling in the **United Kingdom** becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling in the United Kingdom occurring at any time after **We** have accepted this insurance.
 4. **You** being subjected to serious assault or rape.

Exclusions applying to Section 3

What is not covered

1. Any cancellation of a trip which was booked prior to the **Policy Period**.
2. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** trip.
3. Any costs arising from **Your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
4. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
5. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
6. Any cancellation of a trip due to the risk of contracting an epidemic or pandemic virus/**Illness** unless the Foreign and Commonwealth Office has currently issued a recommendation “not to travel”.
7. Any additional costs or expenses due to **Your** failure to notify **Your** resort employer (if applicable) and the travel agent, tour operator or provider of transport immediately it is found necessary to cancel.
8. Any charges in respect of the **Insured Journey**
 - i. for which there is no contractual liability; or
 - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any claim arising from a psychological/mental illness suffered by **You** or **Your Relative** whether travelling or not.
12. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

Additional conditions applying to Policy Section 3

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

Section 4 - Curtailment, interruption and return to resort

What is covered

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

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

1. The death, serious **Illness** or severe injury of **Your Relative** where such **Relative** is resident in the **United Kingdom**.
2. **Your** private dwelling in the **United Kingdom** becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling in the **United Kingdom**, occurring at any time after commencement of the **Insured Journey**.
3. **You** or any person with whom **You** are travelling or staying, being subject to serious assault or rape.

Exclusions applying to Section 4 A

What is not covered

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

B. All reasonable additional travel expenses incurred by You in returning to the resort following the insured curtailment of Your trip under Section 4A above .

1. Reasonable and necessary additional travel expenses to the same standard as the original outward **Insured Journey** to the resort.

Exclusions applying to Section 4 B

What is not covered

1. More than one trip to return to resort in any **Policy Period**.
2. Return to resort fewer than 7 days before, or at any time after, the scheduled date of return home of the original **Insured Journey**.

Additional conditions applying to Policy Section 4

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

Section 5 - Personal effects/ possessions

What is covered

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

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

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

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

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

Exclusions applying to Section 5 A

What is not covered

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

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

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

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

1. Reasonable additional costs incurred in obtaining replacements.
2. If **Your** passport is lost or stolen outside the country of departure during a trip, **We** will pay up to the amount shown in **Your** Policy Schedule for the cost of replacing **Your** passport. Any settlement would be calculated according to the original passport 's expiry date. A proportionate refund of the unused part of the passport 's original value would be made depending upon how many complete years it was to remain valid for.

Exclusions applying to Section 5 B

What is not covered

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

Additional conditions applying to Policy Section 5

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

Section 6 - Personal liability

What is covered

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

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

1. Loss of or damage to material property not owned by **You**.
2. **Bodily Injury**, death or disease to any third-party person, not otherwise being **Your Relative** or employee.

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

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

Exclusions applying to Section 6

What is not covered

1. Where legal liability arises directly or indirectly out of the **Your** :
 - i. trade profession or business ;
 - ii. having incurred contractual liability unless such liability would have attached in any event in the absence of such contract ;
 - iii. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft or watercraft other than manually

propelled craft, mechanically or electrically propelled vehicles and lifts ;

- iv. having transmitted disease to other persons via infection or otherwise ;
 - v. wilful, malicious or criminal acts ;
 - vi. ownership, possession or use of animals or firearms ;
 - vii. ownership of any land or buildings.
2. Any liability arising out of actions between **Insured Persons**.
 3. Any fines or other penalties.
 4. Legal liability in respect of loss or damage to any property owned or held in trust by or in the custody or control of the **Insured Person** other than the use of hotel and similar temporary accommodation.

Additional conditions applying to Policy Section 6

- a. If **You** know of any **Insurance Event**, which may result in a claim under this section **You** must :
 - i. inform **Us** in writing without delay ;
 - ii. send all correspondence and legal documents to **Us** unanswered ;
 - iii. refrain from discussing liability with any third party.
- b. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
- c. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
- d. **We** may at **Our** own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
- e. If several **Insured Persons** are involved in the same **Insurance Event**, **Our** aggregate limit shall not exceed

£2,000,000 unless otherwise specified in the **Policy Schedule**. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

- f. The Policy does not cover personal liability if the personal liability is a consequence of **Hazardous Activities and Sports** listed in Appendix 1 unless otherwise stated in Appendix 1.

Section 7 - Hijack, kidnap and mugging

What is covered

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

A. Your Kidnap of an Insured Person or the Hijack of the means of transport on which You are travelling

The reasonable costs of :

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

Exclusions applying to Section 7 A

What is not covered

1. Any ransom or other amounts or property paid in relation to **Your** release following **Kidnap** or **Hijack**.
2. Any **Kidnap** or **Hijack** in a **War and Civil Unrest Area**.

B. Your Hospitalisation following a Mugging attack

1. A fixed sum in personal compensation for **You** being mugged as specified on **Your Policy Schedule**.

Exclusions applying to Section 7 B

What is not covered

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

Additional conditions applying to Policy Section 7

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

Section 8 - Legal costs and expenses

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

DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

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

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

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

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

What DAS will pay

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

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is

£25,000

- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **Insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **Insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

Definitions applicable to this Section

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

Appointed representative

The **preferred law firm** or law firm **DAS** will appoint to act on behalf of the **Insured Person**.

Costs and expenses

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

Countries covered

Worldwide

DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

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

Insured person

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

Preferred law firm

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

Reasonable prospects

The prospects that the **Insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS'** behalf, will assess whether there are **reasonable prospects**.

DAS

DAS Legal Expenses Insurance Company Limited.

Insured incident

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

Exclusions applying to Section 8 Also see General Exclusions

What is not covered

DAS will not pay for the following:

1. Any claim relating to any **Illness** or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to an **insured person**.
3. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Any claim relating to clinical negligence.
5. A claim where an **Insured Person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
6. An incident or matter arising before the start of this cover.
7. **Costs and expenses** incurred before **DAS'** written acceptance of a claim.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against ETI - International Travel Protection, **DAS**, tour operator or travel agent.
14. Any claim where **you** are not represented by a law firm or barrister.

Conditions applying to Policy Section 8

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.
 - b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
 - c. If the **insured person** chooses a law firm as their **appointed representative** which is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
 - d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
 - b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to give.
3. a. An **insured person** must tell **DAS** if

- anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
4. a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
 - b. An **insured person** must take every step to recover **costs and expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **DAS** has paid.
 7. If there is a disagreement between the **insured person** and **DAS** about the handling of a claim and it is not resolved

through **DAS'** internal complaints procedure the **Insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from **www.financial-ombudsman.org.uk**). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the Insured Person and **DAS** or may be paid by either you or **DAS**.

8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
9. An **insured person** must:
 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **DAS** asks for, in writing, and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from

the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:

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

Eurolaw Legal Advice

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

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

a return call arranged within the operating hours.

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

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

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

DATA PROTECTION

To comply with data protection regulations **DAS** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use the **insured person's** information. **DAS** may collect personal details, including the **insured person's** name, address and, on occasion the **insured person's** medical records.

This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice.

WHO DAS ARE

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

HOW DAS WILL USE YOUR INFORMATION

DAS may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers and specialist agencies so they may contact the **insured person** to ask for the **insured**

person's feedback, or members of the **DAS UK Group**. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the **insured person** legal advice on non-European Union law. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by **DAS'** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

GOT A QUESTION

If the insured person has any questions or comments about how **DAS** store, use or protect the **insured person's** information, or if the **insured person** wish to request to see the information **DAS** hold about the **insured person**, the **insured person** can do this by calling 0344 893 9011, by writing to the Data Protection Officer at **DAS** Head Office address (please see page 25) or by visiting www.das.co.uk

Section 9 - Physiotherapy or Chiropractor treatment (optional)

What is covered

1. Up to five one hour sessions of Physiotherapy or indent Chiropractor treatment by a fully accredited and qualified physiotherapist or chiropractor in the overseas resort, following an **Insured Event** which causes bodily injury which is covered under Section 1 Emergency Medical and Repatriation Expenses.

Exclusions applying to Section 9

What is not covered

1. Any expense which **You** incur more than 12 months after the occurrence of the Bodily Injury or Illness, which occurred during the **Insured Journey**
2. Costs of Physiotherapy or Chiropractor treatment provided in **Your** country of residence.
3. Costs of Physiotherapy or Chiropractor treatment required after the cover end date.
4. Costs of Physiotherapy or Chiropractor treatment which has not been prescribed as necessary by a **Medical Practitioner**
5. This option is available to **Seasonnaire** cover only, and cannot be opted for under **Seasonnaire Staff**.

Appendix 1 - Hazardous Activities & Sports

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

	Essential	Active
Orienteering	✓	✓
Outwardbound Pursuits (supervised by a qualified instructor)	✓	✓
Paintballing	✓	✓
Parascending / Parasailing (over water, incidental)	✓	✓
Pony Trekking *	✓	✓
Racquetball	✓	✓
Rambling	✓	✓
River Canoeing / Kayaking - up to Grade 3 - Personal Accident Limited to 50%*	✓	✓
Rock climbing indoors on a climbing wall	✓	✓
Roller Blading	✓	✓
Roller Skating	✓	✓
Rounders	✓	✓
Rowing	✓	✓
Running - sprint / long distance (amateur)	✓	✓
Safari (UK organised)	✓	✓
Sail Boarding (amateur)	✓	✓
Sailing within Territorial Waters (amateur)	✓	✓
Scuba Diving - incidental (*** restrictions apply - see below)	✓	✓
Skate Boarding (Helmets must be worn if skating within a skate park)	✓	✓
Snorkelling	✓	✓
Squash (amateur)	✓	✓
Surfing (amateur under 14 days)	✓	✓
Swimming	✓	✓
Tennis (amateur)	✓	✓
Tour Operator Safari	✓	✓
Track Events	✓	✓
Trekking (under 2000m altitude)	✓	✓
Volleyball (amateur)	✓	✓
War Games	✓	✓
Water Polo (amateur)	✓	✓
Water Skiing (amateur) *	✓	✓

	Essential	Active
Windsurfing (amateur)	✓	✓
Yachting (racing / crewing inside territorial waters, incidental)	✓	✓
Abseiling - Personal Accident limited to 50% (indoors from a climbing wall or outdoors supervised by a qualified instructor)*		✓
American Football (amateur) - Personal Accident limited to 50%		✓
Black Water Rafting (grade 1 to 4) Life jacket and helmet must be worn*		✓
Boxing Training (no contact)		✓
BMX**		✓
Camel / Elephant Riding / Trekking (non incidental)		✓
Canyoning - PA limited to 50% (supervised by a qualified instructor)*		✓
Cycle Touring*		✓
Dinghy Sailing (non incidental)		✓
Gliding - Personal Accident limited to 50% 4		✓
Go Karting (specific use)*		✓
Hang Gliding - Personal Accident limited to 50%*		✓
High Diving under 5m (amateur, excluding cliff diving) - Personal Accident excluded		✓
Hiking / Trekking (up to 4000m)		✓
Horse Riding (no Polo, Hunting or Jumping)*		✓
Hot Air Ballooning (non incidental)		✓
Hurling (amateur)		✓
Instructing (Personal Liability excluded)		✓
Jet Skiing (non incidental)		✓
Kite Surfing - Personal Accident Excluded*		✓
Martial Arts (training only)		✓
Micro Lighting		✓
Motorcycling with a licence (up to 125cc, with a motorcycle licence appropriate to the cc of the motorcycle, wearing a crash helmet-no racing) - Personal Accident limited to 50%		✓
Mountain Biking* (including Downhill mountain biking**)		✓
Paragliding - Personal Accident limited to 50%*		✓
Parasailing / Parascending (over land)*		✓
Parascending / Parasailing (over water, non incidental)		✓

	Essential	Active
Quad Biking - Personal Accident limited to 50%*		✓
River Canoeing / Kayaking - up to and including Grade 4 if qualified instructor - Personal Accident Limited to 50%*		✓
Rock Scrambling (under 4000 metres) - Personal Accident Excluded*		✓
Rugby (amateur competition) - Personal Accident limited to 50%		✓
Safari (non UK organised)		✓
Sand Yachting - Personal Accident Excluded limited to 50%*		✓
Scuba Diving - non incidental (*** restrictions apply - see below)		✓
Sea Canoeing / Kayaking - Personal Accident limited to 50%*		✓
Sea Fishing (non incidental)		✓
Snorkelling (non incidental)		✓
Surfing (amateur)		✓
Tandem Skydive (up to 2 jumps maximum) - Personal Accident limited to 50%*		✓
Triathlon*		✓
Wakeboarding		✓
Waterskiing (non incidental)		✓
White Water Rafting - Grades 1 to 4		✓
Windsurfing (non incidental)		✓
Yachting (racing / crewing) - outside territorial waters - Personal Accident limited to 50%		✓

* Cover is only provided for these activities when wearing a recognised helmet designed for that activity (For Triathlon this applies to the bike stage only)

** A full-face helmet must be worn for BMX and **Downhill mountain biking**

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

Incidental means that **Your** participation in an activity is limited and is not one of the primary activities on, or the principle purpose of, **Your** holiday. In respect of cycling, incidental would mean a short recreational trip which does not form part of a sporting, training or exercise regime.

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

***Scuba diving

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

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

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

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

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

Important information - please read

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

Your declaration and changes

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

Financial Services Compensation Scheme

You are protected by the Financial Services Compensation Scheme (FSCS), which acts as a safety net in the unlikely event that **We** are unable to pay claims due to insolvency. The FSCS will meet the first £2,000 of the claim and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Data protection notice

Consent

When **You** bought **Your Policy** **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your Policy**, to be collected and processed by **Us** in accordance with this Data Protection Notice.

How We use Your Personal Data

We use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your Policy** and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **Your** personal data to offer renewal of **Your Policy**, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** personal data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

We collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller of the arrangement and processing of this **Policy** and the handling of claims under it, is **ERV**.

Special Categories of Personal Data

Some of the personal data **You** provide to **Us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **Us** for the specific purposes of underwriting or as part of the

claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

Sharing Your Personal Data

We will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with other companies within the **ERV** Group and with third parties who perform services on **Our** behalf in administering **Your Policy**, handling claims and in providing other services under **Your Policy**. Please see **Our** [Privacy Policy](#) for more details about how **We** will use **Your** information.

We will also share **Your** information if **We** are required to do so by law, if **We** are authorised to do so by **You**, where **We** need to share this information to prevent fraud.

We may transfer **Your** personal data outside of the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the

Contact details

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

ERV

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Email contact@erv.co.uk

ERV Medical Health Requirement Helpline

Tel. +44 (0) 1403 788 974

ERV Emergency Assistance Helpline

Tel. +44 (0) 1444 454 540
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ERV Claims Service

ERV Insurance Services, PO Box 9, Mansfield,
Nottinghamshire, NG19 7BL
Tel. +44 (0) 1403 788 983
Email info@ervinssvs.co.uk

ERV is a member of The Financial Ombudsman Service
www.financial-ombudsman.org.uk

The Association of British Insurers
www.abi.org.uk

The Financial Services Compensation Scheme
www.fscs.org.uk

The European Travel Insurance Group - ETIG
email secretariat@eti-group.biz
www.eti-group.biz

ERV have access to the Euro-Center network with offices around the world.