

# ERV Backpacker Insurance Policy Wording

Long-stay travel insurance for gap-year and independent travel



## ERV Backpacker

Welcome to **ERV** Backpacker, long-stay travel insurance for gap-year or independent travel 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](http://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.

This insurance is available only to residents of the **United Kingdom** up to the age of 45 who purchase their cover before they travel.

## 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 the following page. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about **Pre-Existing Medical Conditions** relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific **Conditions and Exclusions**. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

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

## Data protection - Information uses

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

## Your declaration

### Important questions relating to health, activities and the acceptance of Your insurance.

If **You** do not provide **Us** with accurate and complete answers, **You** may be committing fraud, which is a criminal offence, **You** will lose all rights under this **Policy** and **Your** claims will not be paid. Please consider these questions very carefully in relation to **You** and **Your** travelling **Companions** to be insured by **Us**.

<p><b>1. Within the last two years have any of You suffered from, been treated for or diagnosed with :</b></p> <ul style="list-style-type: none"> <li>a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like ; a lung or respiratory-related condition ( not including stable, well-controlled asthma when you have no other medical condition ) ; a cerebro-vascular condition, e.g. stroke or T.I.A. ( transient ischaemic attack ) ; any form of cancer ; an organ transplant or dialysis ; a psychiatric or psychological condition ; a terminal condition? <b>If No, please proceed to the next question...</b></li> </ul>	Yes	<p>There is no cover for claims related directly or indirectly to <b>Pre-Existing Medical Conditions</b>. <b>You</b> may not be entitled to any medical or cancellation cover under this <b>Policy</b>.</p> <p>If <b>You</b> have already bought the <b>Policy</b>, contact :  <b>ERV</b> Customer Service            Tel : +44 (0) 1403 788510</p> <p><b>You</b> may be able to cancel the <b>Policy</b> and have <b>Your</b> premium refunded.</p>
<p><b>2. Do any of You suffer from any other medical condition that has required referral to or consultation with a specialist of hospital for treatment, investigation or check up ( even if You are on a waiting list to be seen ) within the 12 months prior to :</b></p> <ul style="list-style-type: none"> <li>the date <b>Your</b> insurance was arranged ; the date <b>Your</b> trip was booked ( for an annual multi-trip <b>Policy</b> ) ; the date <b>Your Policy</b> was renewed or the period of cover extended? <b>If No, please proceed to the next question...</b></li> </ul>	Yes	
<p><b>3. Are You waiting for tests, test results or hospital treatment of any kind? If No, please proceed to the next question...</b></p>	Yes	
<p><b>4. Has Your doctor changed or increased Your prescribed medication in the last three months? If No, please proceed to the next question...</b></p>	Yes	
<p><b>5. At any time during the last five years have You been treated for alcohol or drug addiction? If No, please proceed to the next question...</b></p>	Yes	
<p><b>6. Are You travelling or planning to travel :</b></p> <ul style="list-style-type: none"> <li>against medical advice ; to obtain medical treatment? <b>If No, please proceed to the next question...</b></li> </ul>	Yes	
<p><b>7. Are You aware that a Relative, a business associate, a travelling companion, someone with whom You are going to stay, or any other person on whose health Your trip might depend has a medical condition which might lead You to cancel Your trip?</b></p>	Yes	
<p><b>If We accept You for insurance, Your medical conditions ( if any ) will be covered.</b></p>		
<p><b>8. Are You planning to take part in any hazardous activities or sports? ( These are activities which are likely to increase the risk of injury or could be expected to result in a claim under the Policy. ) If No, please proceed to the next question...</b></p>	Yes	<p>Contact :  <b>ERV</b> Customer Service            Tel : +44 (0) 1403 788510</p>
<p><b>9. Have You ever been refused insurance cover or not been offered renewal of an existing Policy, or had special terms applied? ( not just travel insurance but any kind of insurance, such as car or household insurance ) If No, please proceed to the next question...</b></p>	Yes	
<p><b>10. In the last 5 years have You been charged with or convicted of any criminal offence? If No, please proceed to the next question...</b></p>	Yes	
<p><b>11. Have You ever been charged with or convicted of fraud? If No, please proceed to the next question...</b></p>	Yes	
<p><b>12. In the last 5 years have You made, or attempted to make, 3 or more travel insurance claims? If No, please proceed to the next question...</b></p>	Yes	
<p><b>13. Are You currently aware of any circumstances which are likely to lead to a claim being made under this Policy?</b></p>	Yes	

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

# Contents

ERV Backpacker	Page 2
Your application and the principle of good faith	Page 2
Data protection - information uses	Page 2
Your declaration	Page 3
Table of contents	Page 5
Important notes	Page 6
Changes in health after issue of the Policy	Page 7
Sums insured & excesses	Page 8
Words with special meanings	Page 9
General Policy conditions	Page 12
General Policy exclusions	Page 13
Claims conditions	Page 14
Section 1 - Emergency medical and repatriation expenses	Page 17
Section 2 - Personal accident	Page 19
Section 3 - Cancellation	Page 21
Section 4 - Curtailment	Page 22
Section 5 - Personal effects / possessions	Page 23
Section 6 - Personal liability	Page 25
Appendix 1 - Hazardous activities & sports	Page 27
Contact details	Page 31

## Important notes

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

### Policy Excesses

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

### 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** (Traveller, Adventurer, Pioneer), 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

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

### Conditions and Exclusions

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

### Policy Schedule

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

### Reciprocal Health Agreements

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

### Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

### Medical Expenses

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

### Personal Effects / Possessions Claims

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

### Policy Limits

Each section of the **Policy** has limits on the amount **We** will pay under that section. Some sections also include inner limits e.g. for a single 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 unless **You** have declared this to **Us**, paid an additional premium and Cruise Cover is stated on **Your Policy Schedule**.

## 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.
2. **You** will not be covered for any claim arising from a medical condition of someone **You** were going to stay with, a **Relative**, a **Close Business Associate**, a travelling companion, or anyone on whose health **Your** trip may depend if **You** are 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 Journey**, i.e. if **You** or they develop a new condition or an existing condition worsens. If **You** do not tell **Us** about a change in **Your** or their medical condition **We** have the right to amend, restrict or cancel **Your** cover under this **Policy**.

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

Tel: +44 (0) 1403 788974

## Sums insured & excesses

Section	Cover	Sum Insured	Excess
1	<b>Emergency medical &amp; repatriation expenses</b> <b>Hospital confinement benefit</b> <b>Emergency dental treatment</b> <b>Funeral expenses abroad</b>	£5,000,000 £100 ( £20 / 24hrs ) £300 £1,000	£100
2	<b>Personal accident</b> - Death - Disablement	£5,000 £10,000	NA
3	<b>Cancellation</b>	£2,000	£100
4	<b>Curtailement</b>	£2,000	£100
5	<b>Personal effects / possessions</b> <b>Single Item Limit</b> <b>Valuables</b> <b>Personal Money</b> <b>Cash</b> <b>Replacement documents</b>	£1,000 £200 £200 £300 £150 £250	£100
6	<b>Personal liability</b>	£2,000,000	£100

## Words with special meanings

### 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.

### Close Business Associate

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

### Cyber-Terrorism

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

### Disablement

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

### ERV/We/Our/Us

**ERV.co.uk**, a trading name of ETI International Travel Protection.

### ERV's Assistance Company

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

### Europe

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

### Family and Couples

the **Insured Person** and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 21 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.

### Hazardous Activities and Sports

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

### 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**.

### Insurance Event

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

### Insured Person/You/Your

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

### Insured Journey

a single **Leisure Trip** starting and ending in the **United Kingdom** which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence and which may include travel to various countries. A journey that is started within the **Policy Period** is only covered until the end of the **Policy Period** unless the **Policy** is renewed prior to expiry.



## Kidnap

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

## Leisure Trip

a journey solely for holiday or leisure purposes, which may include **Non-manual Voluntary Work**.

## Medical Practitioner

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

## Non-manual Voluntary Work

unpaid work for charitable or non-commercial organisations which does not involve:

- a. the repair, maintenance, operation or use of plant, machinery, power tools or motor vehicles
- b. construction
- c. any work above or below ground level

## Nuclear, Chemical, Biological, Terrorism Act

the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

## PADI

the Professional Association of Diving Instructors.

## Personal Effects/Possessions

baggage, clothing and personal effects, backpacks, bags 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 between **You** and **ERV**, based on **Your** application, **Your** declaration and the information **You** have supplied, consisting of the **Policy Wording**, the **Policy Schedule** and any written endorsements to it.

## Policy Excess/Excess

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

## Policy Period

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

## Policy Schedule

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

## Pre-Existing Medical Conditions

a medical condition that is known about or in existence prior to the purchase of this insurance or prior to the start of the **Insured Journey**. Please see **Important Notes** and **Your declaration: important questions relating to health, activities and the acceptance of Your insurance**.

## Private Accommodation

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

## Relative

mother, father, sister, brother, grandmother, grandfather, grandchild, relation in law, fiancée or

## Family and Couples

## Single Item Limit

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

## Sports Equipment

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

## Strike or Industrial Action

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

## Terrorism

an act of **Terrorism** means 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 (but excluding mobile phones and smart phones with camera function), electronic audio or video equipment including tapes, CDs, DVDs, and other digital media and games consoles.

## 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 Risks and Civil Hazards

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

## General Policy Conditions

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

### Age limitation

Cover is not provided to any person aged 46 or over at the start of the **Policy Period**.

### Cancelling the Policy

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

### Start of cover

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

### Family members

Family members are only insured under this **Policy** if they are named on the **Policy Schedule** and the appropriate premium

has been paid. Children are only covered when travelling with **You** or **Your** spouse or partner.

### Maximum duration

Any **Insured Journey** is limited to a maximum of 550 days (18 months).

### Medical examination

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

### Taking care

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

### Third Party Contracts Act

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

### Transferring Your interest in the Policy

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

### War Risks and Civil Hazards

The **Policy** covers **You** provided **You** are not in Active service/Taking part (see General **Policy** exclusions) and;

- a. provided that **Your** presence in such country or area is:
  - i. attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **You** are travelling, or
  - ii. attributable to involuntary diversion or transit due to **Hijack** or other occurrence beyond **Your** control, provided always that at the time of such **Hijack** or occurrence **You** were not within the confines of any

country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;

- b. for a maximum period of three days from the start of the hostilities or of the insurrection, where **You** are surprised by such events whilst out of **Your** country of residence in a country which, until that time was in a state of peace.

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

### Active service/Taking part

active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary or mercenary force, or as part of a voluntary peacekeeping force.

### Aviation

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

### Business travel

any trip not undertaken solely for leisure purposes (**Non-manual Voluntary Work** is covered).

### Criminal acts

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

### Cruises

trips on cruise-ships unless

### Cyber-Terrorism

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

### Decompression

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

**Default:** the negligence, error or omission of:

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

### Depreciation

depreciation, wear and tear and currency exchange losses.

### Disinclination

unwillingness or refusal to travel.

### Mental Illness

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

### Pre-Existing Medical Conditions

those conditions as defined.

### Pressure waves

the transmission of an energy pulse through the

atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **Radiation and explosives**

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### **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, 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 or venereal disease.

### **Terrorism**

- a. when the incident is covered by government or public authority compensation
- b. leading to a cancellation or curtailment due to fear of travelling or any cancellation if the public means of transport is not departing to the destination as a consequence of the act of **Terrorism** or fear of **Terrorism**
- c. in the form of a **Nuclear, Chemical or Biological Terrorism Act**
- d. in areas which are regarded by **ERV** as **War Risks and Civil Hazards** areas and/or in areas in which **You** are travelling against the advice of the Foreign and Commonwealth Office.

### **War Risks and Civil Hazards**

**You** travelling to or through a country or territory against the advice of the Foreign and Commonwealth Office. See: [www.fco.gov.uk](http://www.fco.gov.uk)

### **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.

## **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 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, e-mail [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk) as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.
3. 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](http://www.erv.co.uk). **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 **You** 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. For outpatient claims download a claim form from [www.ERV.co.uk](http://www.ERV.co.uk) (or request one from **ERV** Claims Service), which **You** should fill in and sent 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.
2. 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. **You** should provide them with:
  - i. **Your** name, age and **Policy** number
  - ii. A contact telephone number for **You**
  - iii. The name and contact details of the hospital or clinic including telephone
  - iv. A description of the medical problem
3. 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](http://www.erv.co.uk).
6. **You** must retain and produce at **Your** own expense all receipts, 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**.

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

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](http://www.ERV.co.uk/claims) or call +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 please forward details of **Your** complaint to:

The Managing Director  
ETI International Travel Protection  
Albany House, 14 Bishopric,  
Horsham, West Sussex RH12 1QN, England  
email: [contact@erv.co.uk](mailto:contact@erv.co.uk)  
[www.ERV.co.uk](http://www.ERV.co.uk)

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

The Financial Ombudsman Service  
South Quay Plaza 2,  
183 Marsh Wall, London E14 9SR  
[www.financial-ombudsman.org.uk](http://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** is not affected.

## Section 1 - Emergency medical and repatriation expenses

### What is covered

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

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

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

### Exclusions applying to Section 1 A

#### What is not covered

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

illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.

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 **You** return to **Your** country of residence.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **You** have used the European Health Insurance Card to reduce the claim, in which case no **Excess** applies. Please refer to **Your Policy Schedule**.

#### B. Hospital Confinement Benefit

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



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

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

**Exclusions applying to Section 1C**

**What is not covered**

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

**D. Repatriation or Evacuation of the Insured Person as a consequence of a sudden Illness, an accident 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. Repatriation of accompanying **Family** members in case an **Insured Person** has been hospitalised or has died.
4. **ERV** travel insurance for one person summoned.
5. Cover in **Your** country of residence applies but is limited to £1,000.

**Exclusions applying to Section 1D**

**What is not covered**

1. Any costs of repatriation or evacuation as a result of **You** taking part in **Hazardous Activities and Sports** including dangerous expeditions or from an area which is by **ERV** considered a **War Risk and Civil Hazards** area.
2. Any expense which **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

**E. Funeral expenses and body repatriation**

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

**Exclusions applying to Section 1E**

**What is not covered**

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

## Additional conditions applying to Section 1

- a. All coverage under this Section must be prescribed or recommended by a **Medical Practitioner**. If **You** are admitted as an in-patient in a hospital / clinic **You** must notify **ERV's Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification to **ERV's Assistance Company**, then **ERV** is only liable for such costs as **ERV** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
- b. **ERV's Assistance Company's** doctors have the authority on behalf of **ERV** to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
- c. In case of repatriations / evacuation, **ERV** decides the transport mode considering **Your** medical condition and needs and the accessibility of **Your** 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** to each **Insured Person**, not exceeding the sum insured set out in the **Policy Schedule**, who sustains **Bodily Injury** as a sole and direct result of an accident during the **Insured Journey** giving rise to:

#### A. Death occurring within 12 months of the accident

1. Persons aged 18 to 45 years: 100% of the sum insured shown on the **Policy Schedule**.
2. Persons under the age of 18 years: 10% of the sum insured shown on the **Policy Schedule**.

### Exclusions applying to Section 2A

#### What is not covered

1. Persons aged 46 or over (at the start of the **Policy Period**)

#### B. Disablement

1. Persons aged 18 to 45 years: 100% of the sum insured shown on the **Policy Schedule**.
2. Persons under the age of 18 years: 10% of the sum insured shown on the **Policy Schedule**.

### Exclusions applying to Section 2B

#### What is not covered

1. Persons aged 46 or over (at the start of the **Policy Period**).

## Additional conditions applying to Section 2

- a. Compensation for **Disablement** will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- b. **Disablement** is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insurance Event** causing **Bodily Injury**.
- c. It is a condition for payment of **Disablement** compensation under section B that the **Insured Person** is alive on the date of payment.
- d. **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
- e. If an **Insured Person** disappears but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
- f. Any **Disablement** compensation that has been paid in connection with an **Insurance Event** subsequently resulting in death will be deducted from the sum insured for death.
- g. The degree of **Disablement** for loss of several parts of the body cannot exceed 100% of the sum insured for **Disablement**.
- h. A pre-existing **Disablement** does not entitle the **Insured Person** to any higher assessment of compensation than if such **Disablement** had not previously existed.
- i. If an **Insured Person** is insured under more than one of **Our** policies, **We** will not pay out more than the highest sum insured under any one of **Our** policies in total.
- j. If several **Insured Persons** suffer **Bodily Injury** in the same **Insurance Event**,

- Our** aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.
- k. The **Insured Person** (or in case of death, the deceased's personal representatives (next of kin)) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and / or death certificates as requested.
  - l. The **Policy** does not cover accidents which are a consequence of an act of **Terrorism** in the form of a **Nuclear, Chemical or Biological Terrorism Act** or accidents in **War Risks and Civil Hazards** areas.
  - m. In the event of the death or **Disablement** of an **Insured Person** as a result of undertaking **Hazardous Activities and Sports** as listed in Appendix 1, the benefit is reduced to the percentage of the sum insured indicated in Appendix 1.

## Section 3 - Cancellation

### What is covered

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

**All travel charges which You have paid and/or are contracted to pay and cannot recover in respect of any part of the trip which You are necessarily required to cancel as a result of:**

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

7. **You** failing a University (or equivalent) examination recognised by an approved examining board, provided that the **Policy** was bought before all of the examination dates of the failed course or examination.

### 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 accommodation or transport.
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 except as specifically described.
4. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
5. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
6. Any cancellation of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office has currently issued a recommendation "not to travel".
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel.
8. Any charges in respect of the **Insured Journey**
  - i. for which there is no contractual liability; or
  - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.

10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any claim arising from a psychological/ mental illness suffered by **You** or a **Relative** whether travelling or not.
12. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

### Additional conditions applying to Section 3

**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

### What is covered

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

**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** or **Close Business Associate**, where such **Relative** or **Close Business Associate**, is resident in **Your** country of residence.
2. **Your Kidnap** or the **Hijack** of the scheduled public transport in which **You** are travelling.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **You** intend to travel provided that such notice of redundancy is advised after **Your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after commencement of the **Insured Journey**.
5. **You** or any person with whom **You** are travelling or staying, being subject to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.
6. **You** failing a University (or equivalent) examination recognised by an approved examining board, provided that the **Policy** was bought before all of the examination dates of the failed course or examination and **You** started the **Insured Journey** before **You** were notified of the examination failure.

## Exclusions applying to Section 4

### 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**.
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 except as specifically described.

5. Any expense following **Your** disinclination to travel or to continue with **Your** trip or loss of enjoyment on **Your** trip.
6. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** commenced **Your** trip.
7. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail.
8. Any charges in respect of the **Insured Journey**
  - i. for which there is no contractual liability; or
  - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

#### Additional conditions applying to Section 4

Provided that a trip is curtailed due to **Your Bodily Injury or Illness**, a doctor 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 to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the **Policy Schedule** for the loss, damage or theft of **Personal Effects / Possessions**.

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

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

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

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

### Exclusions applying to Section 5A

#### 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.
- x. to cameras, MP3 players, mobile / smart phones or laptop / tablet computer unless **You** have paid an additional premium and a **Valuables Endorsement** is shown on **Your Policy Schedule**.

- 4. Any loss of unattended items left in a public place, or at **Your** lodgings unless in securely locked **Private Accommodation**, or in unattended vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
- 5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
- 6. **Policy Excess** may apply. Please refer to the **Policy Schedule**.

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

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

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

## Exclusions applying to Section 5B

### What is not covered

- 1. Items delayed or confiscated by any government or public authority.
- 2. For losses:
  - i. occurring as a result of **Personal Money** being packed in backpacks, bags 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 backpacks, bags or similar receptacles whilst in the custody of carriers.
- 3. Any loss of unattended money left in a public place, or at **Your** lodgings unless in securely locked **Private Accommodation**, or in unattended vehicles unless in a locked glove or boot compartment and the vehicle shows signs of forced entry.
- 4. **Policy Excess** may apply. Please refer to **Your Policy Schedule**.

### Additional conditions applying to Section 5

- a. If any **Personal Money** is lost by or stolen from an **Insured Person**, then it shall be a condition of payment of such a claim that the **Insured Person** reports such loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
- b. **We** shall only be responsible for losses of **Personal Money** or **Cash** to the extent **You** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.

- c. Original purchase receipts will be required for items of luggage, clothing or **Personal Effects** where these are less than one year old.

## Section 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.

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

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

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

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

## Exclusions applying to Section 6

### What is not covered

1. Where legal liability arises directly or indirectly out of the **Insured Person's**
  - i. trade profession or business;
  - ii. having incurred contractual liability unless such liability would have attached in any event in the absence of such contract;
  - iii. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts;
  - iv. having transmitted disease to other persons via infection or otherwise;
  - v. wilful, malicious or criminal acts;
  - vi. ownership, possession or use of animals or firearms;
  - vii. ownership of any land or buildings.
2. Any liability arising out of actions between **Insured Persons**.
3. Any fines or other penalties.
4. Legal liability in respect of loss or damage to any property owned or held in trust by or in the custody or control of the **Insured Person** other than the use of hotel and similar temporary accommodation.

### Additional conditions applying to Section 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** ( named on the **Policy Schedule** ) 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**.

## Appendix 1 - Hazardous activities & sports

Hazardous activity cover is provided at the respective levels shown below for Traveller, Adventurer or Pioneer.

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

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

PA means cover under Section 2 - Personal Accident

### Hazardous Activities and Sports

Hazardous Activities and Sports	Traveller	Adventurer	Pioneer
	Covered or not covered		
Archery (amateur) *	✓	✓	✓
Badminton (amateur)	✓	✓	✓
Baseball (amateur)	✓	✓	✓
Basketball (amateur)	✓	✓	✓
Beach Games	✓	✓	✓
Clay Pigeon Shooting	✓	✓	✓
Cricket (amateur)	✓	✓	✓
Cycling* (excluding Cycle Touring and Mountain Biking - see below)	✓	✓	✓
Dinghy Sailing	✓	✓	✓
Fencing	✓	✓	✓
Fishing	✓	✓	✓
Football (amateur)	✓	✓	✓
Golf (amateur)	✓	✓	✓
Hiking (under 2000m altitude)	✓	✓	✓
Hockey (amateur)	✓	✓	✓
Ice Skating	✓	✓	✓
Jogging	✓	✓	✓
Marathon Running (amateur)	✓	✓	✓
Netball (amateur)	✓	✓	✓
Non Manual Work (including professional, administrative or clerical duties only)	✓	✓	✓
Orienteering	✓	✓	✓
Outwardbound Pursuits	✓	✓	✓
Paintballing	✓	✓	✓
Racquetball	✓	✓	✓

## Hazardous Activities and Sports

Hazardous Activities and Sports	Traveller	Adventurer	Pioneer
	Covered or not covered		
Rambling	✓	✓	✓
Roller Blading	✓	✓	✓
Roller Skating	✓	✓	✓
Rounders	✓	✓	✓
Rowing	✓	✓	✓
Running - sprint / long distance (amateur)	✓	✓	✓
Skate Boarding	✓	✓	✓
Snorkelling	✓	✓	✓
Squash (amateur)	✓	✓	✓
Surfing (amateur incidental)	✓	✓	✓
Tennis (amateur)	✓	✓	✓
Tour Operator Safari	✓	✓	✓
Track Events	✓	✓	✓
Trekking (under 2000m altitude)	✓	✓	✓
Volleyball (amateur)	✓	✓	✓
War Games	✓	✓	✓
Water Polo (amateur)	✓	✓	✓
Water Skiing*(amateur)	✓	✓	✓
Windsurfing (amateur)	✓	✓	✓
Black Water Rafting (grade 1 to 4) * and life jacket is required to be worn	✗	✓	✓
Boxing Training (no contact)	✗	✓	✓
Bungee Jump (maximum of 3 jumps)	✗	✓	✓
Camel / Elephant Riding / Trekking	✗	✓	✓
Canoeing / Kayaking - up to Grade 3 - PA Limited to 50%*	✗	✓	✓
Go Karting (specific use)*	✗	✓	✓
Hiking / Trekking (up to 4000m)	✗	✓	✓
Horse Riding (up to 7 days in total - no Polo, Hunting or Jumping)	✗	✓	✓
Hot Air Ballooning (non incidental)	✗	✓	✓
Hurling (amateur)	✗	✓	✓
Jet Boating (incidental)	✗	✓	✓
Jet Skiing (non incidental)	✗	✓	✓
Martial Arts (training only)	✗	✓	✓
Motorcycling up to 50cc (wearing a crash helmet, no racing)	✗	✓	✓
Mountain Biking*	✗	✓	✓

Hazardous Activities and Sports	Traveller	Adventurer	Pioneer
	Covered or not covered		
Off-piste skiing and snowboarding with a professional guide (incidental : maximum 14 days)	✘	✔	✔
On-piste skiing and snowboarding (incidental : maximum 14 days)	✘	✔	✔
Parasailing / Parasailing (over water)*	✘	✔	✔
Pony Trekking*	✘	✔	✔
Safari	✘	✔	✔
Sail Boarding	✘	✔	✔
Sailing within Territorial Waters	✘	✔	✔
Scuba Diving - incidental (** conditions apply - see below)	✘	✔	✔
Sea Fishing (non incidental)	✘	✔	✔
Snorkelling (non incidental)	✘	✔	✔
Surfing (amateur)	✘	✔	✔
Triathlon*	✘	✔	✔
Waterskiing (non incidental)*	✘	✔	✔
White Water Rafting - Grades 1 to 4*	✘	✔	✔
Windsurfing (non incidental)	✘	✔	✔
Yachting (racing / crewing inside territorial waters)	✘	✔	✔
Abseiling - PA limited to 50%	✘	✘	✔
American Football (amateur) - PA limited to 50%	✘	✘	✔
Canyoning - PA limited to 50%*	✘	✘	✔
Cycle Touring*	✘	✘	✔
Gliding - PA limited to 50%	✘	✘	✔
Hang Gliding - PA limited to 50%*	✘	✘	✔
High Diving under 5m (amateur, excluding cliff diving) - PA Excluded	✘	✘	✔
Horse Jumping (no Polo, Hunting) - PA Excluded*	✘	✘	✔
Kite Surfing *	✘	✘	✔
Micro Lighting - PA Excluded	✘	✘	✔
Manual Work (bar and restaurant, waitress, waiter, chalet, maids, au pair, nanny 's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)	✘	✘	✔
Paragliding - PA limited to 50%*	✘	✘	✔
Parasailing / Parasailing (over land) *	✘	✘	✔
Quad Biking - PA limited to 50%*	✘	✘	✔

Hazardous Activities and Sports	Traveller	Adventurer	Pioneer
	Covered or not covered		
Rock Climbing ( under 2000 metres ) - PA Excluded*	✘	✘	✓
Rock Scrambling ( under 4000 metres ) - PA Excluded*	✘	✘	✓
Rugby ( amateur competition ) - PA limited to 50%	✘	✘	✓
Sand Yachting - PA limited to 50%*	✘	✘	✓
Sea Canoeing / Kayaking - PA limited to 50%*	✘	✘	✓
Tandem Skydive ( up to 2 jumps maximum ) - PA limited to 50%*	✘	✘	✓
Yachting ( racing / crewing ) - outside territorial waters - PA limited to 50%	✘	✘	✓

\* **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 ) .**

### \*\*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
<b>PADI</b> Open Water	18 metres
<b>PADI</b> 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 **PADI** qualified diving instructor as part of an accredited course.

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

## 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

The **ERV** website is : [www.ERV.co.uk](http://www.ERV.co.uk)

### **ERV**

Albany House, 14 Bishopric,  
Horsham, West Sussex RH12 1QN, England

Tel. +44 (0) 1403 788 510

Email [contact@erv.co.uk](mailto:contact@erv.co.uk)

Web [www.erv.co.uk](http://www.erv.co.uk)

### **ERV** Medical Health Requirement Helpline

Tel. +44 (0) 1403 788974

### **ERV** Emergency Assistance Helpline

Tel. +44 (0) 1444 454 540

### **ERV** Claims Service

ERV Insurance Services, PO Box 9, Mansfield,  
Nottinghamshire, NG19 7BL

Tel. +44 (0) 1403 788 983

Email [info@ervinssvs.co.uk](mailto:info@ervinssvs.co.uk)

### **ERV** is a member of :

The Financial Ombudsman Service

Web [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Association of British Insurers

Web [www.abi.org.uk](http://www.abi.org.uk)

The Financial Services Compensation Scheme

Web [www.fscs.org.uk](http://www.fscs.org.uk)

The European Travel Insurance Group - ETIG

Email [secretariat@eti-group.biz](mailto:secretariat@eti-group.biz)

Web [www.eti-group.biz](http://www.eti-group.biz)

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

ETI International Travel Protection is the UK branch of Europäische Reiseversicherung AG (ERV), registered at Companies House FC 25660, BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://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.

ERV UK BKPK - 05 - 01.02.2014

An **ERGO**  
Group Company

