Travel Insurance

Policy Wording

October 2026

Useful telephone numbers

Medical Emergency

When calling from North America (The USA and Canada)

+1 833 716 7356*

Calling from the UK and Rest of the World

+44 1403 470 544

Travel Claims – Non-emergency

01403 788 983

Customer Services

0333 014 2722

Important Information

It is important that **you** read this **policy** document and **your Validation Certificate** carefully to ensure that it meets **your** requirements and so that **you** understand the extent of cover provided, what is and is not covered along with any terms, or conditions of cover. The **policy** document contains different levels of cover, some of which are optional and only apply where **you** have selected them and paid the required additional **premium**.

For information about **your** rights to cancel the **policy** and the cooling off period, please see Cancelling Your Policy section on page 54 of this **policy** document. Please take this document with **you** when **you** travel in case **you** need assistance, or need to make a claim. If **you** have any questions about the cover provided please call **our** Customer Services Team on the number above. It is important that **you** call **us** as soon as **you** need to make a change to **your policy**, to ensure **you** are accurately covered.

*Call charges apply when calling from a mobile

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Making a claim

Emergency Assistance

If during **your trip you** have a medical emergency or **you** need to cut short **your trip** please call the Assistance Team on **+44 1403 470 544** or **+1 833 716 7356** when calling from within the USA and Canada.

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

Travel claims

If **you** need to make any kind of non-emergency claim, please call the Claims team on **01403 788 983**, or **+44 1403 788 983** if **you** are abroad.

Please have **your** insurance **policy** number found on **your Validation Certificate** to hand and have ready any documents **you** have that could be relevant to **your** claim. This section sets out what documentation **you** may be asked to provide for the different sections of cover and depending on the details of each claim **we** may ask for additional supporting documentation not listed. If **you** do not have any supporting evidence of **your** claim with **you**, **your** claim might be delayed. **We** may refuse to refund **you** for any expenses for which **you** cannot provide the documentation **we** ask for.

You may need to get additional proof to support **your** claim while **you** are away. Once **we** have received all the documentation that **we** have asked for and **we** have all the details **we** need, **we** will assess **your** claim against the terms and conditions of this **policy** to decide if **we** can accept **your** claim.

For claims under Section 9 – Legal Costs & Expenses, please see page 35 for details.

All documentation to support **your** claim as required by **us** must be sent at **your** own expense. **We** reserve the right to request that **you** undergo an independent medical examination at **our** expense. **We** may also request, and will pay for, a postmortem examination in the event of **your** death. **You** must retain any property which is damaged, and, if requested, send it to **us** at **your** own expense. If **we** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage, then it will become **our** property. **We** may also pursue any claim to recover any amount due from a **third party** in the name of anyone claiming under this **policy**.

Documentation and Claims Evidence

Cover Section(s)	Documentation and Claims evidence you must send us
All Sections	• The booking invoice for the **trip your** claim relates to
Section 1 • Cancellation **Section 2** • Cutting Short Your Trip & Trip Interruption	For all cancellation claims **you** must send confirmation that **you** have cancelled the **trip** – the cancellation invoice. **For all claims where you return home early you must send us:** • receipts, invoices or bills for any additional travel and accommodation costs **you** have paid. • a breakdown of **your** paid costs and charges that make up the total cost of the **trip** from **your** travel agent, tour operator or provider of transport/ accommodation. • **your** unused return travel tickets.

Cover Section(s)	Documentation and Claims evidence you must send us
	For claims caused by your illness or injury: • a Medical Certificate confirming that it was necessary to cancel **your trip** or to come **home**. • a copy of **your** medical record if **we** request this. • a death certificate where relevant. **For claims caused by illness or injury of anyone your trip depends on:** • confirmation from their medical practitioner that their deterioration in health was unexpected. **For claims where you have been called for Jury Service or as a witness:** • written confirmation from the court or other authority showing the date(s) **you** were called. **For claims where you have been made redundant:** • the letter of redundancy from **your** employer confirming **you** will receive a redundancy payment. **For claims where the Police have asked you stay or return home:** • written confirmation of the incident date from the Police.
Section 3 • Emergency Medical & Repatriation Expenses	In many cases **we** will pay Medical Expenses and other costs on **your** behalf but where **you** have paid any costs and are claiming these back, please send **us** all **your** receipts, bills, invoices or other proof of what **you** have paid. These might be for: • Medication. • Medical treatment or tests carried out. • Ambulance and/or taxis fares for travel to or from hospital. • Phone calls to or from the Assistance Team. • Burial or cremation costs. • Additional travel and accommodation costs. • If **you** are admitted to hospital abroad **you** must send **us** a medical discharge report. **We** may also ask **you** to send **us** a copy of **your** medical record.

Cover Section(s)	Documentation and Claims evidence you must send us
Section 4a • Missed Departure **Section 4b** • Missed Connection **Section 11** • Optional Cruise Cover – Missed Port Departure	For all claims **you** must send **us** receipts, bills or invoices for additional travel and accommodation costs **you** have paid. **For claims caused by cancelled or delayed public transport:** • written confirmation from the **carrier** (e.g. airline) of length of the delay and the reason for the delay or cancellation. **For claims caused by your vehicle breaking down:** • either written confirmation from the emergency breakdown service of where and when it happened and what caused the breakdown; or • a Police accident report. **For claims caused by a traffic congestion:** • confirmation from an official roads or highways authority or traffic information website of the length of the delay and the reason for the delay.
Section 5 • Travel Delay	• Written confirmation from the **carrier** (e.g. airline) of length of the delay and the reason for the delay or cancellation.
Section 6a • Personal Baggage **Section 6b** • Baggage Delay on your Outward journey **Section 12** • Optional Gadget Cover	For claims relating to items lost, stolen or damaged where **you** are claiming the value of these items **you** must send **us** original receipts or other proof of purchase/ownership of the item(s). **For belongings lost, stolen or damaged whilst in the care of the carrier (e.g. airline) we also need:** • a Property Irregularity Report (PIR). This is a report the airline will give **you** if they lose or misplace **your** belongings. • proof that **you** have made a claim directly with the **carrier** – a copy of **your** letter to them or the claim form **you** sent and their response. • all travel tickets and tags. • if belongings are eventually returned to **you**, a report from the **carrier** confirming the length of the delay. **For belongings lost or stolen during your trip we also need:** • a Police report with a crime reference number confirming the incident date. • written documentation from **your** hotel or other accommodation provider or the tour operator that **you** reported the loss or **theft** and that it happened during **your trip**. **For belongings damaged during your trip we also need:** • a repairers report confirming the item(s) are not repairable.

Cover Section(s)	Documentation and Claims evidence you must send us
Section 6c • Personal Money and Passport	• a Police report with a crime reference number confirming the incident date. • **your cash** withdrawal or currency receipt.
Section 7 • Personal Accident	Depending on the circumstances of **your** claim **we** may ask for: • a death certificate. • a medical report confirming the nature of **your** injuries and how they happened. • confirmation from an independent qualified specialist that **you** are no longer able to work.
Section 8 • Personal Liability	• Please send **us** any communication **you** have received about the event as soon as possible.
Section 10 • Pet Care	• A medical certificate confirming that **you** were not able to return **home** as planned.
Section 11 • Optional Cruise Cover - Itinerary change	• Written confirmation from the cruise operator or tour operator of the number of ports missed and the reason for the change in itinerary.
Section 11 • Optional Cruise Cover - Cabin Confinement and Unused excursions	• Written confirmation from the ship's medical officer that **you** were confined to **your** cabin and for how long. • Receipts for any pre-paid excursions missed because **you** were confined to **your** cabin.
Section 11 • Optional Cruise Cover - Cruise interruption	• A medical report from the **doctor** that treated **you** confirming **you** are medically fit to resume **your** cruise. • Confirmation from the ship's medical officer that it was necessary for **you** to leave the cruise ship and be transfered to an onshore hospital.

24-hour emergency medical assistance

For emergencies abroad call us first

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

Please call the Assistance Team on **+44 1403 470 544** or **+1 833 716 7356** when calling from within the USA and Canada.

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

If **your** outpatient treatment is likely to cost more than £350 or **you** are admitted into hospital abroad, someone must call the Assistance Team as soon as possible.

If **you** have to **cut short your trip** under Section 2 Cutting Short Your Trip & Trip Interruption or Section 3 Emergency Medical & Repatriation Expenses the Assistance Team must authorise this in advance. Failure to contact the Assistance Team may mean that **we** are not able to provide cover, or **we** may reduce the amount **we** pay for **your** medical treatment, or additional travel expenses.

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

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

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

This **policy** does not provide cover for treatment that can be delayed and carried out after **your** return **home** or for any private medical expenses where medically suitable state treatment is available. It is therefore a condition of this insurance **policy** that in the first instance **you** make use of any reciprocal health agreement between the **United Kingdom**, Channel Islands, or the Isle of Man and the country **you** have travelled to, should **you** require medical treatment whilst travelling.

Countries with reciprocal health agreements

If **you** require medical treatment during **your trip** then in the first instance **you** must make use of any reciprocal health agreement between the **United Kingdom**, Channel Islands, or the Isle of Man and the country **you** have travelled to, such as the Global Health Insurance Card (GHIC).

In the event of liability being accepted for medical expenses that have been reduced by the use of a reciprocal health agreement then **we** will not apply the deduction of the **excess** under Section 3 Emergency Medical & Repatriation Expenses.

Australia and New Zealand

If **you** require medical treatment in:

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

If **you** are admitted to hospital, **you** must contact the Assistance Team as soon as possible.

Health Declaration

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

Tell **us** about **your pre-existing medical conditions**.

When **you** purchase or renew **your policy**, **you** must declare ALL **pre-existing medical conditions**.

A **pre-existing medical condition** means any medical condition where:

a) In the last 2 years, **you** have been prescribed medication, received treatment or had a consultation (as an in-patient or an out-patient) with a doctor or hospital specialist for any **medical condition**. And/or

b) In the last 5 years, **you** have been diagnosed with or treated for any of the following:

- Heart or respiratory conditions.
- Circulatory conditions (e.g. strokes, high blood pressure, cholesterol).
- Liver conditions.
- Cancerous conditions.
- Any mental health condition such as stress, anxiety, depression or eating disorders.
- Drug or alcohol abuse.

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

Make sure **you** check **your policy** documents to ensure **you** have declared ALL **pre-existing medical conditions**. If **you** need to make a change to the conditions declared or the answers to any of the questions, or to add a **medical condition**, **you** can contact Customer Services on **0333 014 2722**.

What is not covered

1. This **policy** will not provide cover under any circumstances if any **insured person**:

- is travelling against medical advice (or would be travelling against medical advice had they asked for such advice from a doctor).
- is travelling with the intention of obtaining medical treatment, tests, investigations or consultation abroad.
- has any undiagnosed symptoms.
- is awaiting any test, test results or investigations.
- has received a **terminal prognosis**.
- is awaiting surgery, a procedure or is waiting to be discharged from post-operative checks.
- is having or awaiting dialysis or any form of cancer treatment.
- is taking part in a medical trial.

Changes to your health

Tell **us** about changes to **your** health by contacting Customer Services on **0333 014 2722**. **You** must tell **us** if any of the following happen after **you** purchase **your policy**, or before booking any new **trips** or before starting a **trip**:

- **you** are diagnosed with a new **medical condition**.
- **you** experience new or recurring symptoms or have an undiagnosed condition.
- **your doctor**, or consultant adds to or changes **your** prescribed medication.
- **you** receive inpatient medical treatment.
- **you** are now awaiting a diagnosis, investigation, test results or medical treatment.

A member of the team will ask **you** specific questions about **your medical condition**(s). This may result in an additional **premium** to allow cover to continue, or **we** may add additional Terms and Conditions to **your policy** or exclude cover for the newly diagnosed condition or for the condition that has undergone significant change.

We may require **you** to obtain a Medical Report from **your doctor**, or consultant to allow **us** to assess whether cover can continue. Obtaining this Medical Report is at **your** own expense. Based on **our** assessment of the medical information supplied to **us**, **we** will decide whether **we** can continue to insure **you**, and on what basis.

If **we** are unable to continue to provide cover, or if **you** do not wish to pay the additional **premium** **you** will be entitled to make a claim under Section 1 Cancellation for costs which cannot be recovered elsewhere for **trips** booked prior to the change in health.

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

Please note that **your doctor**, or consultant telling **you** that **you** are well enough to travel does not mean that **you** will be covered for **your pre-existing medical condition**(s). If **you** have any concerns regarding whether or not **you** will be covered, please contact Customer Services on **0333 200 5197**.

Table of benefits

We will pay **you** and each **insured person**, per **trip**, up to the **limits of cover** stated in the table below.

Section	Cover	Established	Excess	Premium	Excess	Platinum	Excess
1	Cancellation	£1,000	£149*	£2,000	£99*	£3,000	£49*
	Kennel and cattery fees	£500	£149	£500	£99	£500	£49
2	Cutting Short Your Trip	£1,000	£149	£2,000	£99	£3,000	£49
	• Trip Interruption	£500	£149	£1,000	£99	£1,000	£49
	• Pre-booked excursions	£250	£149	£500	£99	£500	£49
3	Emergency Medical & Repatriation Expenses	£12,000,000	£149	£15,000,000	£99	£20,000,000	£49
	• Emergency Dental treatment	£400	£149	£400	£99	£400	£49
	• Additional Accommodation and Travelling Costs	£2,000	£149	£2,000	£99	£2,000	£49
	Hospital Daily Benefit	£20 per day up to £500	Nil	£20 per day up to £500	Nil	£20 per day up to £500	Nil
4	a. Missed Departure	£500	£149	£750	£99	£1,000	£49
	b. Missed connection	£500	Nil	£500	Nil	£500	Nil
5	Travel Delay	£20 per 6 hours up to £400	Nil	£20 per 6 hours up to £400	Nil	£20 per 6 hours up to £400	Nil
6	a. Baggage	£750	£149	£1,500	£99	£2,000	£49
	• Single article or pair	£250	£149	£350	£99	£500	£49
	• Valuables	£250	£149	£350	£99	£500	£49
	b. Baggage Delay on your outward journey	£40 per 12 hours up to £280	Nil	£40 per 12 hours up to £280	Nil	£40 per 12 hours up to £280	Nil
	c. Money and Passport						
	• Cash (if over 18)	£500	£149	£500	£99	£500	£49
	• Cash (if under 18)	£300	£149	£300	£99	£300	£49
	• Passport	£500	£149	£500	£99	£500	£49
7	Personal Accident						
	• Death	£20,000	Nil	£20,000	Nil	£20,000	Nil
	• Loss of limb or Loss of sight	£20,000	Nil	£20,000	Nil	£20,000	Nil
	• Permanent Total Disability	£20,000	Nil	£20,000	Nil	£20,000	Nil
	• Personal Accident (if aged under 18 or 86 and over)	£1,000	Nil	£1,000	Nil	£1,000	Nil
8	Personal Liability	£2,000,000	£149	£2,000,000	£99	£2,000,000	£49

Section	Cover	Established	Excess	Premium	Excess	Platinum	Excess
9	Legal Costs & Expenses	£25,000 (maximum £50,000 per policy)	£149	£25,000 (maximum £50,000 per policy)	£99	£25,000 (maximum £50,000 per policy)	£49
10	Pet Care	£50 per day up to £500	Nil	£50 per day up to £500	Nil	£50 per day up to £500	Nil
11	Optional Cruise Cover (available subject to additional premium and if shown on **your Validation Certificate**).						
	a. Missed port departure	£1,000	Nil	£1,500	Nil	£1,500	Nil
	b. Cabin confinement	£350 (£50 per 24hrs)	Nil	£500 (£50 per 24hrs)	Nil	£500 (£50 per 24hrs)	Nil
	c.Cruise Itinerary change	£350 (£75 per port)	Nil	£500 (£100 per port)	Nil	£500 (£100 per port)	Nil
	d. Unused cruise excursions	£500	£149	£500	£99	£500	£49
	e.Cruise interruption	£750	£149	£1,000	£99	£1,000	£49
12	Optional Gadget Cover (available subject to additional premium and if shown on **your Validation Certificate**).						
	Gadget Cover	£1,000	£149	£1,000	£99	£1,000	£49

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

Important information

Insurer

All sections of this insurance (apart from Section 9) are underwritten by Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 1 Fen Court, London, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. **You** can check this on the Financial Services Register by visiting; **register.fca.org.uk**

This **policy** is administered by ERGO Travel Insurance Services Limited: registered in the UK, company number 11091555. Authorised and regulated by the Financial Conduct Authority, register number 805870 and registered office:

1 Fen Court,
London,
EC3M 5BN

Section 9 (Legal Costs and Expenses) is underwritten and administered by ARAG Legal Expenses Insurance Company Limited (ARAG).

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

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

Contract of Travel Insurance

This **policy**, together with the **Validation Certificate** forms a contract of insurance between **you** and **us**. It contains certain conditions and exclusions in each section and General Conditions and General Exclusions that apply to all sections. **You** must meet these conditions or **we** may not accept **your** claim.

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

Your policy is a legal contract based on the information **you** supplied when applying for this insurance. **We** rely on that information when **we** decide if **we** can provide cover and what **premium you** will pay. Therefore it is essential that all the information given to **us** is correct and that **you** have answered **our** questions fully, honestly, and to the best of **your** knowledge. Failure to do so may mean that **we** might not be able to pay all or part of **your** claim.

Maximum trip durations

Single Trip policies

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

Annual Multi-Trip policies

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

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

Please note:

- any **trip** that had already begun when **you** purchased this insurance will not be covered, except where **you** renew an existing AvantiGo Annual Multi-Trip **policy** with the same level of cover prior to its expiry, which fell due for renewal during the **trip**.
- **your policy** is automatically extended until **your** return to **your home country** due to an insured event.
- If **your trip** spans two consecutive policies the maximum **trip** duration for those two policies is not added together.
- if **you** travel for more than the number of days for which **you** have paid for cover **you** will not be covered after the last day for which **you** have paid, unless agreed by **us** in writing.
- an insured adult can travel independently, however, an insured child must travel with a responsible adult 18 years or older for the duration of the **trip**.

Geographical Areas

Single Trip policies:

If **you** have taken out a Single Trip **policy**, **you** will be covered for the specific country or countries shown on **your Validation Certificate**.

Annual Multi-Trip policies:

If **you** have taken out an Annual Multi-Trip **policy**, **you** will be covered for travel within the geographical area shown on **your Validation Certificate** and as outlined below.

UK Only: England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

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

Worldwide Excluding: USA, Canada, Mexico and Caribbean – All countries of the world **EXCEPT**: Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten / St Martin, St Pierre and Miquelon, St Thomas, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).

Australia and New Zealand: Covers travel to the same countries as Worldwide Excluding.

Worldwide: All countries of the world.

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

Stopovers

If **your** journey to **your destination** involves a stopover of less than 12 hours and **you** will not be leaving the airport, **you** do not have to purchase cover for the stopover country.

Policy limits

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

Period of cover

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

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

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

Cover cannot start after **you** have left **your home country**. Each **trip** must begin and end in **your home country**.

Cover is provided subject to the maximum **trip** durations shown on pages 13 and 14.

Upgrades

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

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

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

Cruise cover

Cruise trips are not covered under any section of the **policy** unless **you** have declared this to **us**. For cover to apply "Cruise: Covered" must appear on **your Validation Certificate**.

Please refer to Section 11 Optional Cruise Cover in this **policy** for full details.

Renewing your Annual Policy

We will send **you your** renewal invitation at least 21 days before **your** renewal date which will include **your premium** for the next year based on **your** latest medical declaration.

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

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

Eligibility

To be eligible for cover at the time **you** buy or renew this **policy**, **you** and all other **insured persons** must:

- have their main **home** in either England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, and have resided there for more than 6 of the previous 12 months.
- be registered with a **doctor** in the **United Kingdom**, Channel Islands, or the Isle of Man.
- be travelling from and returning to the **United Kingdom**, Channel Islands, or the Isle of Man.

Law

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

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

Language

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

European Union (EU) Travel Regulations

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

1. Denied boarding and cancelled flights if **you** check in on time but **you** are denied boarding because there are not enough seats available or if **your** flight is cancelled, the **carrier** must offer **you** financial compensation.
2. Long delays – If **your** flight is delayed for more than five hours, the airline must offer to refund **your** ticket.
3. Baggage – If **your** checked-in baggage is damaged or lost by an EU airline, **you** must claim compensation from the **carrier** within seven days. If **your** checked-in baggage is delayed, **you** must claim compensation from the **carrier** within 21 days of its return.

Please see page 53 for more information.

Personal liability

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

Reasonable care

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

Definition of words

Wherever the following words and phrases appear in this **policy** in bold they will always have the meanings shown under them. Please also see Section 7 Personal Accident, Section 9 Legal Costs & Expenses and Section 12 Optional Gadget Cover.

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

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

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

Active participation:

1. The act of any person, whether 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**.
2. 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, Commonwealth & Development Office. See **www.gov.uk/fcdo**.

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

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

Cash: Valid coins, bank and currency notes.

Close relative(s): The following persons only:

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

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

Complications of pregnancy and childbirth –

The following conditions only:

toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption,

hyperemesis gravidarum, placenta praevia, stillbirths, and miscarriage, or any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date including; medically necessary emergency caesarean sections, or medically necessary terminations.

PLEASE NOTE: No cover will be provided for claims relating to **complications of pregnancy and childbirth** where the expected date of delivery is less than 8 weeks (16 weeks for a multiple birth) after the end date of **your** booked **trip**.

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

Couple: you and **your** wife, husband, civil partner, common law partner or partner who lives at the same address as **you**. On an Annual Multi-Trip **policy** insured adults can travel independently.

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

Cut short/Cutting short: Either:

a) the immediate direct early return from **your trip** to **your home country**, in which case claims will be calculated from the day **you** returned to **your home country** and based on the number of complete days of **your trip you** have not used; or

b) being a hospital in-patient outside **your home country** for a period in **excess** of 48 hours.

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

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

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

Excess: An amount deducted per **insured person**, per **policy** section for each incident which results in a claim. The **excess** amount is shown under each section in the table of benefits on pages 11 to 12.

Family: you and **your** wife, husband, civil partner, common law partner or partner who lives at the same address as **you**, regardless of gender, **your** unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from **home** in full time education.

Home: your principal place where **you** live, which is used for domestic purposes, within the **United Kingdom**, Channel Islands or the Isle of Man.

Home country: The country where **you** live within the **United Kingdom**, Channel Islands or the Isle of Man.

Illness/Illnesses: Any condition, disease, set of symptoms or sickness leading to a change in **your** health, and as diagnosed and confirmed by a **doctor** during the period of cover, which is not a pre-existing **medical condition** unless the pre-existing **medical condition** has been declared and accepted by **us** and is shown on **your Validation Certificate**.

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

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

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

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

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

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

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

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

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

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

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

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

Pre-existing medical condition: Means any medical condition where:

a) In the last 2 years, **you** have been prescribed medication, received treatment or had a consultation (as an in-patient or an out-patient) with a doctor or hospital specialist for any **medical condition**. And/or

b) In the last 5 years, **you** have been diagnosed with or treated for any of the following:

- Heart or respiratory conditions.
- Circulatory conditions (e.g. strokes, high blood pressure, cholesterol).
- Liver conditions.
- Cancerous conditions.
- Any mental health condition such as stress, anxiety, depression or eating disorders.
- Drug or alcohol abuse.

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

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

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

Single article: Any one article or **pair or set** of articles or collection which is used or worn together.

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

Sports and activities: The activities listed under Sports & Activities on page 49.

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

Terminal prognosis: Medically advised that life expectancy is reduced as a result of an incurable **medical condition**, and the condition, or related condition(s) will in all likelihood lead to death.

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

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

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

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

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

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

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

United Kingdom: England, Scotland, Wales, and Northern Ireland.

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

Valuables: Jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or digital media, games consoles, laptops, tablets and other computer equipment and hand-held electronic devices including but not limited to MP3 players, MP4 players, iPods, iPads, Kindles, and the like and associated software.

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

We/our/us: ERGO Travel Insurance Services Limited on behalf of Great Lakes Insurance UK Limited.

Weapons of mass destruction: The use of atomic, biological or chemical weapons or **contamination**.

Winter sports - All winter sports, including but not limited to: Glacier skiing, guided cross-country skiing (Nordic Skiing), ice-skating (outdoor), mono-skiing (on-piste), skiing or snowboarding (off-piste but within the confines of the ski resort on recognised and authorised areas only), skiing or snowboarding (on-piste), sledging, snowshoeing, tobogganing.

Sections of cover

Cover under each section is provided up to the limit of cover shown in the table of benefits for the cover level **you** have chosen. **Your Validation Certificate** will show whether **you** have Essential, Enhanced or Platinum cover and any optional covers **you** have selected.

Section 1 - Cancellation

You can claim under the Cancellation section if **you**'re forced to cancel a **trip** because of a reason listed below.

The reason for cancellation must:

- happen during the period of cover.
- be beyond **your** control; and
- be unexpected. This means **you** weren't aware it had or could happen at the time **you** booked **your trip** or bought this **policy** (whichever is later).

For Annual Multi-Trip policies **you**'re covered for cancellation of **trips** that fall outside the period of cover as long as:

- the reason for the cancellation falls within the current period of cover; and
- **your** current **policy** has the right level of cover for the **trip** in question. For example if **you** have a Europe only **policy you** would not be covered for cancellation of Worldwide **trips**.

What is covered

We pay up to the limit of cover for:

- **your** non-refundable travel and accommodation costs. This means deposits and amounts **you**'ve paid or **you**'re contracted to pay.
- pre-paid excursions.
- pre-paid kennel or cattery fees.

that **you** can't use because **you**'re forced to cancel **your trip** for a reason listed below.

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

b) **you** abandon **your trip** following a delay of more than 12 hours to the departure of **your** outward travel. See Section 5 Travel Delay for terms of cover.

c) **you** or **your** travel companion are called for Jury Service or summoned as a witness in a Court of Law. (This must not be in a professional or advisory capacity).

d) **you**'re made redundant, and **you** qualify for a redundancy payment under current legislation.

e) the Police ask **you** to stay **home** because of accidental damage, burglary, flooding or fire in **your home**. This must have happened within 48 hours before the start of **your trip**.

f) the Foreign, Commonwealth and Development Office issue a directive advising against all, or all but essential travel to **your trip destination** because of:
   - an earthquake; or
   - fire; or
   - flood; or
   - hurricane.

Section 2 - Cutting Short Your Trip & Trip Interruption

If **you**'re forced to end **your trip** and return to **your home country** earlier than planned, Cutting Short Your Trip covers **your** share of the non-refundable unused part of **your trip**.

Trip Interruption covers additional travel costs to return **home** and where it's possible to resume **your trip**.

a) Cutting Short Your Trip

Please note: You will not be covered for any non refundable unused pre-paid excursions if **you** have purchased Essential cover.

What is covered

We will pay up to the limit of cover for:

- the non-refundable unused part of **your** pre-paid travel and accommodation costs. This means amounts **you**'ve paid, or **you**'re contracted to pay.
- unused pre-paid excursions.

if **you** are forced to end **your trip** and return **home** early for a reason listed below:

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

b) **you** or **your** travel companion are called up for Jury Service or summoned as a witness in a Court of Law. (This must not be in a professional or advisory capacity).

c) the Police ask **you** to return **home** because accidental damage, burglary, flooding or fire in **your home** happens during **your trip**.

b) Trip Interruption

What is covered

Please note: You will not be covered for Trip Interruption if **you** have purchased Essential cover.

We will pay up to the limit of cover for:

- additional travel costs to return to **your home country**.
- additional economy class travel costs to return back to **your trip destination**.

If **you** need to return unscheduled to **your home country** during a **trip** because of:

a) death of a **close relative**, (or death is expected during **your trip**). Or they're hospitalised due to a serious **accident** or **illness**.

b) the Police ask **you** to return **home** because accidental damage, burglary, flooding or fire in **your home** happens during **your trip**.

What is not covered: Under Sections 1 and 2

1. the **excess** per **insured person** per claim.
2. disinclination to travel, or continue travelling.
3. claims directly or indirectly related to **your pre-existing medical conditions**:
   - unless fully and accurately declared to **us** and the additional **premium** paid.
   - which **we** have declined to cover or are excluded from cover.
   - **your Validation Certificate** will show declared conditions and whether cover is agreed or excluded.
4. claims due to the **illness**, injury or death of a **close relative**, **travelling companion** or any person **you**'ve arranged to stay with, if their deterioration in health could be expected. This means at the time of buying **your policy** or booking a **trip** (whichever is later) they:
   - were receiving treatment at hospital or were waiting for a hospital consultation, investigations or treatment. (Other than where they go to hospital at regular intervals for pre-arranged check-ups for a stable condition).
   - had been given a **terminal prognosis** or been told that their condition was likely to get worse in the next 12 months.
5. claims related to pregnancy, or **complications of pregnancy and childbirth** where:
   - **your** due date is less than 8 weeks (16 weeks for a multiple birth) after the end date of **your** booked **trip**; and
   - a Medical Practitioner hasn't confirmed it was necessary to cancel or **cut short your trip** because of **complications of pregnancy or childbirth**.
6. claims for travel or accommodation expenses of anyone not insured under this **policy**. This is regardless of whether **you**'ve paid those costs on their behalf.
7. claims for travel or accommodation expenses paid for by someone who isn't insured on this **policy**.
8. claims due to an actual or planned **strike or industrial action** which was public knowledge at the time **you** booked the **trip** or purchased the cover (if later).
9. any costs in respect of any unused prepaid travel expenses when **we** have paid to bring **you home**.
10. failure by the provider of any part of the booked **trip** to supply the service or transport. This could be due to error, insolvency, bankruptcy, liquidation, omission, default or otherwise, unless the event is specifically covered by this **policy**. **You** should direct any claim in this case to the provider involved.
11. anything that the company providing **your** transport or accommodation, their agents, or any person acting for **you** is responsible for.
12. any costs relating to airport taxes or air passenger duty. **You** should ask **your carrier** to refund these charges.

13. travel tickets paid for using any airline mileage reward scheme, for example air miles.
14. travel or accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
15. anything mentioned in the General Exclusions.

Special conditions relating to claims under Sections 1 and 2:

1. **You** must contact the Assistance Team before **you** make any return travel arrangements.
2. If **we** haven't confirmed cover for **your** claim before **you** return **home**, **we** can still arrange **your** return travel. **You** must pay these costs, but **we** will refund **you** once the claim has been accepted.
3. Claims where **you** have to **cut short your trip** will be calculated from the date **you** return to **your home country**. Or from the date **you** are hospitalised as an in-patient.
4. **We** will only pay for additional travel costs to resume **your trip** if the end date of **your** original booking hasn't already passed.
5. **We** will only pay for return travel to **your home country** if **you** had return travel already booked and paid for, and **you** can't change the dates on the ticket.
6. The maximum **we** will pay under Section 2 Cutting Short Your Trip & Trip Interruption in total for claims for **cutting short your trip** and **trip** interruption is the amount shown in the table of benefits.

Section 3 - Emergency Medical & Repatriation Expenses

You must contact Assistance Team as soon as **you** can if:

- **you** have a medical emergency while on **your trip**; or
- **you** have to come **home** early; or
- **you** have to extend the length of **your trip** due to **illness** or injury.

Call **us** on **+44 1403 470 544** or **+1 833 716 7356** when calling from within the USA and Canada. Tell **us your** name, **policy** number, and as much information as possible.

If **you**'re unable to contact **us** straight away, **you** or someone on **your** behalf must contact **us** within 48 hours.

Emergency Medical & Repatriation Expenses

What is covered

If **you** suffer **bodily injury** or **illness**, or die during a **trip** outside **your home country**, **we** will pay up to the limit of cover for:

a) reasonable medical expenses for the necessary treatment of an unexpected medical emergency.

b) the cost of ambulance transport to take **you** to hospital where confirmed medically necessary.

c) additional travelling costs to bring **you home** when recommended by **our medical officer**.

d) the cost of a medical escort if considered necessary by **our medical officer**.

e) the cost of taxi fares, for travel to or from hospital relating to:
   - **your** admission or discharge; or
   - attendance for outpatient treatment or appointments; or
   - for collection of medication prescribed by the hospital.

f) the cost of telephone calls to the Assistance Team about **your** claim. **We** will also reimburse any costs incurred by **you** when receiving calls on **your** mobile from the Assistance Team. **You** must provide evidence of the call charges.

Emergency Dental treatment:

We will pay up to the limit of cover for:

a) the immediate relief of pain only; or

b) emergency repair of dentures or orthodontic appliances if **you** are having difficulty eating.

Additional Accommodation and Travelling Costs:

We will pay up to the limit of cover for:

- additional accommodation (room only); and
- travel expenses (economy class).

If the Assistance Team agrees it's medically necessary

a) for **you** to return to **your home country**. **We** may authorise an upgrade from economy travel if medically necessary.

b) for someone to stay with **you** and travel **home** with **you**.

c) for someone to travel from **your home country** to stay with **you** and return **home** with **you**.

d) to return **your** children (aged under 18 and insured on this **policy**) **home**. This is only if **you**'re incapacitated and there's no other responsible adult to supervise them. If no one is available, a competent person will be provided to accompany the children **home**.

Funeral Expenses

Funeral expenses or return of ashes

If **you** die during a **trip** to a country outside of **your home country**, **we** will pay:

- up to £5,000 for the burial, or cremation of a deceased **insured person**; or
- the cost of returning an **insured person's** body or ashes to **your home country**.

Hospital Daily Benefit:

PLEASE NOTE: This benefit is only payable if **you** have been treated under a reciprocal health agreement.

We will pay **you** up to the limit shown in the table of benefits for every complete 24-hour period **you**'re admitted to hospital abroad, up to the listed maximum limit.

When travelling within the United Kingdom, Channel Islands and the Isle of Man:

If **you** suffer **bodily injury** or **illness** or die during a **trip** within **your home country**, **we** will pay up to £10,000 for:

1. Additional accommodation (room only) and travel expenses (economy class), if **we** agree it's medically necessary:
   a) for **you** to return to **your home**; or
   b) for someone to stay with **you** and travel **home** with **you**; or
   c) for someone to travel from within **your home country** to stay with **you** and return **home** with **you**.
2. Transporting an **insured person**'s body or ashes **home**.

What is not covered under Section 3:

1. any medical costs within the **United Kingdom**, Channel Islands or the Isle of Man.
2. the **excess**, unless **you** have used any kind of reciprocal health agreement.
3. medical, or repatriation costs greater than £350 not authorised by **us** in advance.
4. any medical costs that can be covered under any Reciprocal Health Agreement.
5. any claim caused by **you** taking part in **winter sports**.
6. treatment in a private hospital or clinic where a suitable public or state facility is available.
7. claims directly or indirectly related to **your pre-existing medical conditions**:
   – unless fully and accurately declared to **us** and the additional **premium** paid.
   – which **we** have declined to cover or are excluded from cover.

Your Validation Certificate will show declared conditions and whether cover is agreed or excluded.

8. the cost of replacing medication that **you** fail to bring with **you** on **your trip**.
9. any claim for rehabilitation treatments.
10. the cost of cremation or burial in **your home country**.
11. the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
12. any claim related to treatment, surgery, or tests, which are not:
    a) directly related to the condition **you** were admitted to hospital for; or
    b) usual, reasonable or customary to treat the condition **you** were admitted to hospital for.

This includes claims for Hospital Daily Benefit.

13. any claim related to any form of treatment, or surgery the treating **doctor** and **our medical officer** advise, can wait until **your** return **home**. This includes claims for Hospital Daily Benefit.
14. single or private room accommodation.
15. treatment or services at a health spa, convalescent or nursing home or any rehabilitation centre. This does not apply if **we** have agreed to the treatment.
16. any expenses incurred within, or after **you** have returned to **your home country**.

17. claims related to pregnancy, or **complications of pregnancy and childbirth** where:
    - **your** due date is less than 8 weeks (16 weeks for a multiple birth) after the end date of **your** booked **trip**.
18. any claim for medical treatment as a result of a voluntary termination of pregnancy.
19. any costs incurred from being airlifted from a cruise ship unless **you** have purchased Optional Cruise Cover and the airlift is authorised by **us** in advance.
20. the cost of returning to the **United Kingdom** if **you** don't hold a return ticket. If **your** claim includes costs to bring **you home**, **we** will deduct from **your** claim the cost of a one-way airfare.
21. anything mentioned in the General Exclusions.

Special conditions relating to claims

1. **You** must tell the Assistance Team on **+44 1403 470 544** as soon as possible if:
   a) **you** are going to be admitted to hospital as an in patient; or
   b) before any arrangements are made for **your** return **home**.
2. **We** reserve the right to:
   a) move **you** to a different hospital; and/or
   b) arrange for **your** return to **your home country** at any time during the **trip**.
   We will do this if the treating **doctor** and **our medical officer** agree it is safe to do so.
3. Funeral costs, or the costs of transporting mortal remains must be authorised in advance by the Assistance Team.

Section 4 - Missed Departure and Missed Connection

4a - Missed Departure

What is covered

If **you** arrive at the airport, port, coach or rail terminal too late to start the first part of **your** pre-booked **trip**, because:

1. The vehicle **you** are travelling in:
   a) breaks down; or
   b) is directly involved in an accident; or
   c) is delayed by unexpected heavy traffic or road closures.
2. **Your** scheduled **public transport** is cancelled or delayed due to:
   a) bad weather; or
   b) **strike, or industrial action**.

You are covered up to the limit of cover for reasonable additional travel and accommodation expenses to:

a) reach **your** overseas **destination**; or

b) to return to **your home country** by the most direct route.

4b - Missed Connection

What is covered

If **you** arrive at the airport, port, coach or rail terminal too late to make a pre-booked travel connection, because:

1. The vehicle **you** are travelling in
   a) breaks down; or
   b) is directly involved in an accident.
2. **Your** scheduled **public transport** is delayed or cancelled.

You are covered up to the limit of cover for reasonable additional travel and accommodation expenses to:

a) reach **your** overseas **destination**; or
b) to return to **your home country** by the most direct route.

What is not covered

1. claims due to an expected actual or planned **strike or industrial action**. This means it was common knowledge at the time **you** booked the **trip** or purchased, renewed or extended this insurance.
2. any costs where the **public transport** operator offered to or has to provide alternative travel arrangements.
3. breakdown of the private vehicle in which **you** are travelling if it hasn't been regularly serviced.
4. any claim if **you** haven't allowed enough time to arrive by the check-in time shown on **your** itinerary.
5. claims under Section 4b in addition to claims under Section 5 Travel Delay.
6. any claim for a missed connection where there was less than a 2 hour gap between connecting flights.
7. anything mentioned in the General Exclusions.

Special conditions relating to claims for Missed Departure and Missed Connection

1. **You** must allow enough time to reach any airport, station, port or terminus so that **you** can check-in on time.

Section 5 - Travel Delay

What is covered

On your first outward or final return international journey

If the scheduled departure of the aircraft, ship, coach or train **you** are booked to travel on is delayed because of:

- **strike or industrial action**; or
- bad weather; or
- failure of air traffic control systems; or
- mechanical breakdown of aircraft, sea vessel, coach or train.

We will pay up to the up to the limit of cover:

a) a benefit for each full 6-hour period of delay; or

b) a claim under Section 1 Cancellation, if **you** abandon **your trip** after a delay of over 12 hours.

What is not covered

1. claims where **you** don't have written confirmation from the **carrier** stating the period and reason for delay.
2. claims under this section in addition to claims under Section 1 Cancellation and Section 4 Missed Departure.
3. anything mentioned in the General Exclusions.

Special conditions relating to claims for Travel Delay

1. If **you** decide to abandon **your trip you** cannot claim delay benefit.
2. **You** must check-in as per **your** travel itinerary.
3. For passengers travelling on an aircraft, travel delay cover only applies if **you**'re a fare-paying passenger on a fully licensed aircraft.

Section 6 - Baggage, Money and Passport

6a - Baggage

What is covered

We will pay up to the limit of cover if during a **trip personal baggage** is:

- damaged or destroyed; or,
- stolen; or
- permanently lost.

There is a total limit **you** can claim as well as a **single article** limit and a **valuables** limit.

Other limits also apply:

1) If **you** can't provide a receipt or other proof of ownership and value, the limits are reduced to:
   - £250 in total.
   - £50 for any **single article**.
2) If **you** are under 18 years of age: £100 for **valuables**.
3) £150 in total for sunglasses or prescription glasses.
4) £100 for mobile phones.
5) £50 for cigarettes or alcohol.
6) £100 for **personal baggage** or **valuables** lost, damaged or stolen from a beach or pool-side.

6b - Baggage Delay on your Outward Journey

No cover is provided for **trips** taken within **your home country**.

What is covered

If **your carrier** loses or misplaces **your personal baggage** on the outward journey of a **trip**, **we** will pay up to the limit of cover:

- a benefit if it has not arrived within 24 hours of **your** arrival.

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

6c - Personal Money & Passport

What is covered

We will pay up to the limit of cover if during a **trip**, **personal money** and/or passport, **you** are carrying or have left in a safety deposit box, is:

- damaged or destroyed; or
- stolen; or
- permanently lost.

There is a total limit **you** can claim as well as a **cash** limit, please see the table of benefits.

If **your** passport is lost, stolen or damaged **you** can claim up to the limit of cover for:

a) additional travel and accommodation expenses **you** had to pay abroad to get a replacement passport.

b) a proportionate refund of the unused part of the passport's original value. This is worked out based on how many complete years remain until expiry.

What is not covered under Section 6

1. the **excess**.
2. any item loaned, hired or entrusted to **you**.
3. claims for loss, **theft** of, or damage to any item left **unattended** in public place at any time.
4. any loss, **theft** of, or damage to **personal baggage** left in an **unattended** motor vehicle unless:
   - it was locked out of sight in a **secure baggage area**; and
   - **you** can provide evidence that the vehicle was broken in to.
5. loss, **theft** of, or damage to, **valuables**, **personal money**, or passport:
   - from a motor vehicle left **unattended** at any time; or
   - left in checked-in baggage, whilst in the custody of a **carrier**; or
   - packed in baggage left in the baggage hold, or storage area of a **carrier**.
6. loss, **theft** of, or damage to **personal baggage** left **unattended** at **your** accommodation. Other than in a hotel room, or private accommodation.
7. any claim for **personal money**, **valuables** or passport left **unattended** at any time. Unless left in a hotel safe, or safety deposit box. If these are not available, they must be kept secure in **your** locked accommodation.

8. any damage due to wear and tear or depreciation or caused by:
   - moths or vermin; or
   - any process of cleaning, restoration or alteration; or
   - atmospheric, climate conditions, or any gradual occurrence.
9. electrical or mechanical breakdown, or malfunction of the article insured.
10. damage to china, pottery, glass, or other fragile, or brittle articles unless caused by fire. Or resulting from an accident to a seagoing vessel, aircraft, or vehicle.
11. if **you** lose an item from a **pair or set**, **you** can only claim the value of that single item.
12. equipment used for **winter sports**.
13. any loss, **theft** of, or damage to the following items:
    a) contact or corneal lenses, dentures, hearing aids, bonds, securities, stamps or documents of any kind, including driving licences, typewriters, antiques, pictures, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession, or trade.
    b) any unused mobile or satellite telephone, contract charges, rental charges, or pre-payments.
14. any claim for **personal baggage**, or the contents of any baggage containing perishable goods.
15. checked-in baggage that has not been collected and taken to **your** accommodation address.
16. any claim where **you** are able to claim from another insurance covering this risk. Or from the airline **you** travelled with. **We** will only pay for any balance outstanding.
17. confiscation, or detention by Customs, or other lawful officials and authorities.
18. loss, **theft** of, or damage to, travellers' cheques if **you** haven't complied with the issuers' conditions. Or if the issuer provides a replacement service.
19. anything that can be replaced by the issuer.
20. daily living expenses when obtaining a replacement passport.
21. anything mentioned in the General Exclusions.

Special conditions relating to claims under Section 6a

1. **We** will either pay **you** for the loss, or to replace or repair the items concerned.
2. Claims are not paid on a 'new for old', or replacement cost basis. A deduction, therefore will be made for wear and tear and depreciation.
3. Loss, or **theft** of **personal baggage** during **your trip** must be reported to **your** hotel/accommodation provider. Or to **your** tour operator representative if appropriate.
4. Baggage shall be considered to have been lost after 21 days have passed since the loss was reported.
5. **You** must report the loss, **theft** or damage to the local police within 24 hours of discovery.

Any compensation **you** received under Section 6a must be returned to **us** within 14 days of the receipt of **your** baggage.

Special conditions relating to claims under Section 6b

1. **You** must report baggage loss or delay to **your carrier** and in the first instance make a claim through them. This must be done within the time limit contained in their conditions of carriage. **You** must provide **us** with evidence of the outcome of this claim.

Special conditions relating to claims under Section 6c

1. **You** must report the loss, **theft** or damage to the local police within 24 hours of discovery.
2. The Police Report must confirm that the loss, or **theft** occurred during the **trip**.
3. **You** must provide **us** with evidence of the withdrawal of **cash** – otherwise no payment will be made.

Section 7 - Personal Accident

Definitions relating to words that appear in this section.

Loss of limb – Loss by physical severance, or total and permanent loss of use or function of:

- an arm (or both arms) at or above the wrist joint(s); or
- a leg (or both legs) at or above the ankle joint(s).

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

Permanent total disablement – Disablement which entirely prevents **you** from working for the rest of **your** life. This means engaging in, or giving any attention to any and every business or occupation. This must be confirmed by an independent qualified specialist at least 12 months after the date of the **accident**.

What is covered

If an **accidental bodily injury** happens during **your trip**, and within 12 months is the sole and direct cause of death or disablement, **we** will pay **you** or **your** legal personal representative one of the following benefits:

Cover	Benefit per insured person	
	Aged 18 to 85	Aged under 18 or 86 and over
Death	£20,000	£1,000
Loss of limb, or **loss of sight**	£20,000	£1,000
Permanent total disablement	£20,000	£1,000

What is not covered

1. injury not caused solely by outward, violent and visible means.
2. **your** disablement caused by mental or psychological trauma not involving **your bodily injury**.
3. disease or any physical defect, infirmity or **illness** which existed before the start of the **trip**.
4. any claim caused by taking part in any **sports and activities** where:
   a) Personal Accident cover is excluded; or
   b) the activity is either not listed as covered or is specifically excluded.

5. any **accident** that **you** suffer before **you** go on **your trip**.
6. **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger carrying aircraft).
7. **you** travelling on a motorcycle as either the rider or passenger.
8. **you** taking part in **manual work** or dangerous work, unless **we** have agreed in writing beforehand.
9. anything mentioned in the General Exclusions.

Section 8 - Personal Liability

There is no cover under this section for **trips** in the **United Kingdom**, Channel Islands or the Isle of Man.

What is covered

If as a result of **your** act or omission **you** cause:

1. Death or **bodily injury** to another person; or
2. Loss of or damage to the material property of another person.

We will pay up to £2,000,000 for:

a) Material damages and compensation **you** are legally liable for; and

b) Legal costs and expenses incurred in:
   - defending an action against **you**; or
   - in negotiating the settlement of such an action.

What is not covered

1. the **excess**.
2. injury to, or the death of:
   - any member of **your family** or household; or
   - **your travelling companion**; or
   - any person in **your** service.
3. property belonging to, or held in trust by **you** or **your family**, household or servant.
4. loss of or damage to property which belongs to **you** or **your family**, household or servant.
5. any liability due to a contractual agreement which wouldn't exist in law without that agreement.
6. claims for injury, loss or damage arising directly or indirectly from:
   - ownership or use of:
     airborne craft; or
     horse-drawn, motorised, mechanically-propelled or towed vehicles; or
     vessels, sail or powered boats (other than row boats, punts or canoes); or
     animals (other than domestic dogs or cats); or
     firearms, weapons.
   - **you** carrying out **your** trade, profession or business or **your** supplying any goods or services.
   - the ownership or occupation of any land or building.
   - wilful or malicious acts.

7. liability or material damage if **you** have cover under any other insurance or guarantee.
8. accidental injury or loss not caused through **your** negligence.
9. any claim relating to the transmission of any infectious disease or virus.
10. any claim caused by taking part in any **sports and activities** where
    a) Personal Liability cover is excluded; or
    b) the activity is either not listed as covered or is specifically excluded.
11. any claim arising in connection with a **trip** solely within **your home country**.
12. any action that doesn't fall under the jurisdiction of the courts of the country where the claim incident happened.
13. anything mentioned in the General Exclusions.

Special conditions relating to claims under Section 8

1. The £2,000,000 limit is the maximum **we** will pay on this **policy** for all events with any one original cause.
2. **You** must make no admission of liability, offer, promise of payment, or payment, without **our** written consent.

Section 9 - Legal Costs & Expenses

Cover under this section is underwritten and administered by ARAG Legal Expenses Insurance Company Limited (**ARAG**). **ARAG** is the underwriter and provides the legal protection insurance and legal advice helpline.

ARAG Legal Expenses Insurance Company Limited

Registered Address: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales. Company Number 103274.

Website: **www.arag.co.uk**

ARAG 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.

This section, **policy** and the **Validation Certificate** shall be read together as one document and describe the contract between the **insured person** and **ARAG**.

ARAG 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 and within the General Exclusions, provided that:

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

What ARAG will pay

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

a. the most **ARAG** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is shown in the table of benefits.

b. the most **ARAG** will pay in **costs and expenses** is no more than the amount **ARAG** would have paid to a **preferred law firm**. The amount **ARAG** 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, **you** must tell **ARAG** within the time limits allowed that **you** want to appeal. Before **ARAG** pay the **costs and expenses** for appeals, **ARAG** must agree that **reasonable prospects** exist.

d. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **ARAG** 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 **ARAG** will pay in **costs and expenses** is the value of the likely award.

What ARAG will not pay

In the event of a claim, if **you** decided not to use the services of a **preferred law firm**, then **you** will be responsible for any costs that fall outside the **ARAG standard terms of appointment**, and these will not be paid by **ARAG**.

Definitions relating to words that appear in Section 9.

Appointed Representative: the **preferred law firm**, law firm or other suitably qualified person which **ARAG** will appoint to act on **your** behalf.

Costs and Expenses:

a) All reasonable and necessary costs chargeable by **your appointed representative** and agreed by **ARAG** in accordance with the **ARAG Standard Terms of Appointment**.

b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **ARAG**'s agreement.

Countries Covered: A county or countries that fall within the geographical area shown on **your Validation Certificate**.

ARAG: ARAG Legal Expenses Insurance Company Limited.

ARAG Standard Terms of Appointment: the Terms and Conditions (including the amount **ARAG** will pay to **your appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). 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 **you** first became aware of it).

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

Reasonable Prospects: the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **ARAG** 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%. **ARAG**, or a **preferred law firm** on **ARAG**'s behalf, will assess whether there are **reasonable prospects**.

What is covered

- **Costs and expenses** up to the amount shown in the table of benefits to pursue **your** legal rights following a specific or sudden accident that causes death or bodily injury to **you**.

What is not covered

Exclusions applying to this section

1. **ARAG** will not pay a claim relating to the following:
   a) Any illness or bodily injury that happens gradually.
   b) Any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **your** physical bodily injury.
   c) Defending **your** legal rights, but **ARAG** will cover defending a counter-claim.
   d) Clinical negligence.
2. A claim where **you** have failed to notify **ARAG** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **ARAG** consider their position has been prejudiced.
3. An incident or matter arising before the start of a **trip**.
4. **Costs and expenses** incurred before **ARAG**'s expressed acceptance.
5. Fines, penalties, compensation, or damages that a court or other authority orders **you** to pay.
6. Any legal action **you** take that **ARAG** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **ARAG** or the **appointed representative**.
7. A dispute with **ARAG** not otherwise dealt with under Section 9 condition 7.
8. **Costs and expenses** arising from or relating to judicial review, coroner's inquest, or fatal accident inquiry.
9. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement (other than a conditional fee agreement (no win, no fee) which could apply under the **ARAG standard terms of appointment**).
10. Any claim against ERGO Travel Insurance Services Ltd (ETI), Great Lakes Insurance UK Limited or their respective agents.
11. Any claim where **you** are not represented by a law firm or barrister.

Additional conditions applying to this section:

1. a) on receiving a claim if legal representation is necessary, **ARAG** will appoint a **preferred law firm** as the **appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

   b) if the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as **your appointed representative**.

   c) if **you** choose a law firm as the **appointed representative** which is not a **preferred law firm**, **ARAG** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **ARAG** will pay is the amount **ARAG** would have paid if they had agreed to the **ARAG standard terms of appointment**.

   d) the **appointed representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim.

2. a) **you** must co-operate fully with **ARAG** and with the **appointed representative**.

   b) **you** must give the **appointed representative** any instructions that **ARAG** ask **you** to.

3. a) **you** must tell **ARAG** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **ARAG**'s written consent.

   b) if **you** do not accept a reasonable offer to settle a claim, **ARAG** may refuse to pay any further **costs and expenses**.

   c) **ARAG** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **ARAG** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **ARAG** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and **you** must give **ARAG** all the information and help **ARAG** need to do so.

4. a) **you** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **ARAG** ask for this.

   b) **you** must take every step to recover **costs and expenses** and court attendance that **ARAG** have to pay and must pay **ARAG** any amounts that are recovered.

5. if the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **ARAG** provide will end immediately, unless **ARAG** agree to the appointment of another **appointed representative**.

6. if **you** settle or withdraw a claim without **ARAG**'s agreement, or do not give suitable instructions to the **appointed representative**, **ARAG** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses ARAG** have paid.

7. if there is a disagreement about the handling of a claim and it is not resolved through **ARAG**'s internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**). Alternatively there is a separate arbitration process available that can be used to settle any dispute with **ARAG**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **ARAG** 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 **you** and **ARAG** or may be paid by either **you** or **ARAG**.

8. if there is a disagreement between **you** and **ARAG** on the merits of the claim or proceedings, or on a legal principle, **ARAG** may suggest that **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **ARAG** and the cost expressly agreed in writing between **you** and **ARAG**. Subject to this **ARAG** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence. This does not affect **your** rights under Section 9 Condition 7.

9. **you** must:
   a) keep to the terms and conditions of this section.
   b) take reasonable steps to avoid and prevent claims.
   c) take reasonable steps to avoid incurring unnecessary costs.
   d) send everything **ARAG** ask for, in writing.
   e) report to **ARAG** full and factual details of any claim as soon as possible and give **ARAG** any information **ARAG** need.

10. **ARAG** will, at its discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, and/or **ARAG** will not pay the claim if:
    a) a claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
    b) a false declaration or statement is made in support of a claim.

11. if any claim covered under this section is also covered by another **policy**, or would have been covered if this section did not exist, **ARAG** will only pay their share of the claim even if the other insurer refuses the claim.

12. this section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where **you** normally live. 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.

13. apart from **ARAG**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Eurolaw Legal Advice

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

ARAG will give **you** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union Country, the Isle of Man, the Channel Islands, Switzerland, and Norway.

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

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

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

Privacy

We process **your** personal information in accordance with **our** privacy notice. **You** can find **our** Privacy Notice online at **www.arag.co.uk/privacy**.

Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting **dataprotection@arag.co.uk**.

Claims Procedure

For Legal costs and expenses claims please contact **ARAG** Legal Expenses Insurance Company Limited.

Unit 4a,
Greenway Court
Bedwas
Caerphilly
CF83 8DW

Email: **new-claims@arag.co.uk**
Or telephone: **0117 934 0548**

Section 10 - Pet Care

What is covered

We will pay up to the limit of cover for:

Additional kennel or cattery charges **you** have to pay if:

a) **your** return **home** is delayed by over 24 hours; and

b) **you** have a valid claim under Section 3 Emergency Medical & Repatriation Expenses.

What is not covered

1. Anything mentioned in the General Exclusions.

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

Section 11 - Optional Cruise Cover

Section 11a - Missed Port Departure

What is covered

If **you** arrive at the first port of embarkation too late to board the cruise ship, because of:

a) breakdown of or accident directly involving the vehicle **you**'re travelling in; or

b) cancellation or delay of scheduled **public transport** due to:
   - adverse weather conditions; or
   - **strike or industrial action**; or
   - mechanical breakdown, or accident; or

c) the motorway **you**'re travelling on is closed due to a road traffic accident.

We will pay up to the limit of cover for:

- additional travelling and accommodation expenses to reach **your cruise** ship at the next docking port.

What is not covered

1. claims due to an actual or planned **strike or industrial action** which was pub-lic knowledge at the time **you** booked the **trip** or took out the cover (if later).
2. additional costs where the scheduled **public transport** operator has offered alternative travel arrangements.
3. breakdown of the private vehicle **you**'re travelling in if it hasn't been regularly serviced.
4. claims under Section 11a in addition to claims under Section 1 Cancellation and Section 5 Travel Delay.
5. claims where **you** haven't left enough time to reach **your** departure point.
6. anything mentioned in the General Exclusions.

Special conditions relating to claims under Section 11a:

1. **You** must make every effort to reach **your** port of embarkation and check in for any booked transport on time.

Section 11b - Cabin Confinement

What is covered

If **you**'re confined to **your** cabin because of **illness** by the ship's **medical officer** for over 48 hours, **we** will pay:

- A benefit for each full 24 hour period after the first 48 hour period.

What is not covered

1. claims relating to a **pre-existing medical condition** that hasn't been declared and accepted by **us**.
2. claims relating to a **pre-existing medical condition** that is specifically excluded from cover.
3. anything mentioned in the General Exclusions.

Section 11c - Itinerary change

What is covered

If **your cruise** itinerary changes and the ship doesn't make port as expected due to:

- adverse weather; or
- timetable changes.

We will pay a benefit up to the limit of cover for each port listed on **your cruise** itinerary that is missed.

What is not covered

1. claims where **you** don't have written confirmation from the operator of the **cruise**, or tour operator stating:
   - the number of missed ports.
   - the reason for the change in itinerary.
2. anything mentioned in the General Exclusions.

Section 11d - Unused Excursions

What is covered

If **you** can't go on a pre-paid excursion because **you**'ve been confined to **your** cabin because of:

- **illness**; or
- injury.

We will pay up to the limit of cover.

What is not covered

1. anything mentioned in the General Exclusions.

Section 11e - Cruise interruption

What is covered

If **you** leave the ship for treatment in an onshore hospital, but recover enough to re-join the **cruise**, **we** will pay up to the limit of cover for extra accommodation (room only) and travel expenses. Travel will be limited to economy class unless an upgrade is necessary. This must be agreed in advance by the Assistance Team.

What is not covered

1. claims where less than 25%, or 2 days of **your** original **cruise** itinerary remain.
2. claims where the treating **doctor** and **our medical officer** believe **you** should not re-join **your cruise**.
3. claims over £350 in total for all insured persons that **we** haven't agreed to in advance.
4. claims relating to a **pre-existing medical condition** that hasn't been declared and accepted by **us**.
5. claims relating to a **pre-existing medical condition** that is specifically excluded from cover.
6. anything mentioned in the General Exclusions.

Special conditions relating to claims under Section 11e

1. **You** must contact the Assistance Team before making any additional travel or accommodation arrangements.

Section 12 - Optional Gadget Cover

This section only applies if 'Gadget' cover is shown on **your Validation Certificate**.

Definitions relating to words that appear in Section 12:

Accidental Damage/ Accidentally Damaged: The unexpected damage to **your gadget** which means it cannot be used or is unsafe to use. The damage must be sudden and unintentional. This includes damage to screens and damage resulting from sudden and unexpected damage caused by liquid.

Gadget/Gadget(s): The item(s) owned by **you** and for which **you** have the relevant **proof of purchase.**

A gadget can be any one of the following items:

Mobile Phones, Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

Gadget Criteria: We can only cover **gadget(s)** that are:

- purchased new or refurbished from a United Kingdom VAT registered (or the equivalent tax registration if purchased overseas) company, and supplied with a **proof of purchase**; or
- purchased second hand or gifted to **you**, provided that **you** have the original **proof of purchase** (which corresponds to the criteria above) and a signed letter from the original owner confirming that **you** own the **gadget(s)**.

The original **proof of purchase** or letter must include the following details of **your gadget(s)**:

- either the IMEI or serial number (whichever is applicable);
- the make and model;
- the sale price (**your purchase price**);
- confirmation that the **gadget(s)** were in full working order at the time of sale.

Loss: Where **you** have accidentally left **your gadget** in a location that means **you**'re permanently prevented from using it.

Malicious Damage: The intentional or deliberate actions by a person who is not insured under this policy, which causes damage to **your gadget(s)** where it cannot be used or is unsafe to use.

Proof of Purchase: The original purchase receipt provided at the point of sale that gives details of the **gadget** purchased, or similar documents that provide proof that **you** own the **gadget**.

Theft: The taking of the **gadget(s)** by a third party with the intention of permanently depriving **you** of it, using force, threat of violence or by pickpocket.

What is covered

We will pay up to the limit of cover for:

- The cost of the repair of **your gadget** if it's **accidentally damaged** or **maliciously damaged**; or
- If it is beyond economic repair, lost or stolen, its replacement. Where only part or parts of **your gadget** are damaged, lost or stolen, **we** will only pay to repair or replace that part or parts.

What is not covered

1. Any **loss** or **theft** of **your gadget(s)** which are then recovered.
2. Any claim if **your gadget(s)** have been taken by officials such as customs officers or the police.
3. **Theft** of the **gadget** from **your** person unless force or threat, violence or pickpocket is used.
4. Any claim for **loss** where the circumstances of the **loss** cannot be clearly identified, i.e. where **you**'re unable to confirm the time and place of the **loss**.
5. Any claim as a result of unauthorised use of **your gadget**. This includes unauthorised calls, messages and downloads.
6. The VAT element of any claim if **you**'re registered for VAT.
7. Any modifications that have been made from the original specifications of the **gadget**. This includes things like adding gems, precious metals or unlocking **your gadget** from a network provider.
8. Reconnection costs, pay-as-you-go charges or subscription fees of any kind.
9. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
10. Any expense incurred as a result of not being able to use the **gadget**. Or any **loss** other than the repair or replacement costs of the **gadget**.
11. Any claim for damage by normal wear and tear, including:
    - anything that happens gradually over time; or
    - moth or vermin damage; or
    - anything caused by atmospheric or climatic conditions.
12. Any damage caused by the process of cleaning, dying, repairing or restoring.
13. Any damage caused by scratching or denting unless the item has become unusable due to this.
14. Any damage caused by leaking powder or fluid within **your** baggage.
15. Any cosmetic damage that has no effect on the functionality of the gadget, including marring, scratching and denting.
16. Any damage caused by mechanical or electrical breakdown.
17. Any loss or **theft** of, or damage to, **your gadget(s)**:
    - whilst in the custody of an airline or other **carrier**; or
    - whilst being shipped as freight or under a bill of lading; or
    - left out of sight and out of **your** personal control in a public place where **you**'re not in a position to prevent unauthorised interference with **your gadget** e.g. station, airport, restaurant, beach, etc.; or

- from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following forcible and violent entry; or
- from a roof or boot luggage rack at any time; or
- left in the custody of any person, (except a **relative**), who does not have official responsibility for the safekeeping of the **gadget**.

18. Any **loss** or **theft** of, or damage to:
    - **gadget(s)** which are not carried in **your** hand luggage or on **your** person while **you**'re travelling on **public transport**; or
    - accessories other than SIM or PCIMA cards which were in the **gadget** at the time of the **loss**, **theft** or damage; or
    - **gadgets** which are borrowed, rented or otherwise not owned by **you**.
19. Loss of data.
20. **Loss**, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**.
21. Repair or other costs for:
    - routine servicing, inspection, maintenance or cleaning; or
    - loss caused by a manufacturer's defect or recall of the **gadget**; or
    - replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials; or
    - repairs carried out by anyone not authorised by **us**; or
    - wear and tear or gradual deterioration of performance; or
    - claims arising from abuse, misuse or neglect; or
    - a **gadget** where the serial number has been tampered with in any way.
22. Anything mentioned in the General Exclusions.

Special conditions:

1. For any **loss** or **theft you** must:
    - report it to the police within 24 hours of discovery or as soon as possible after that; and
    - get a written police report.
2. Claims will be considered on a new for old basis provided the item is less than 1 year old at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **we** may at **our** option pay to replace or repair the lost, stolen or damaged item(s).
3. **We** may not pay **your** claim if **you**'re unable to provide original **proof of purchase** that meets the **gadget criteria** detailed in this section.
4. **You** must retain all damaged **gadgets** for inspection and send them to **us** if required.
5. If **we**'ve paid a claim for lost or stolen belongings and these items are later recovered undamaged, **you**'ll need to pay **us** back the claim amount within 14 days of the recovery.
6. **You**'re required to take all reasonable precautions to prevent **loss**, **theft**, **accidental damage** or **malicious damage**.
7. Cover excludes costs or payments recoverable from any other party. This includes under the terms of any other contract, guarantee, warranty, or insurance.

General Conditions – applying to all sections

1. **You** won't be covered under Sections 1, 2 and 3 for claims related to a **pre-existing medical condition**, unless **you**'ve made **your medical health declaration**. **You** must have declared ALL **pre-existing medical conditions** to **us** and **we** have confirmed cover in writing.

2. **You** must tell **us** about any change in **your** health or medical status. **You** must do so before **you** depart on each **trip** and throughout the period of cover. Where **we** agree to continue cover this will be shown on **your Validation Certificate**. If **you**'re not sure whether a change is important, **you** should contact AvantiGo Customer Services.

3. This **policy** is a legal contract. Cover is based on the information **you** gave **us** when **you** applied for, renewed, or amended this insurance. **We** use that information to calculate the price of the **policy** and to decide what cover **we** can provide. It is essential that **you** have answered **our** questions fully, honestly, and to the best of **your** knowledge. Failure to provide full and accurate information may mean that **we** might not be able to pay all or part of **your** claim.

4. **You** must take reasonable care to supervise and keep both **you** and **your** property safe. **You** must take all reasonable steps to avoid, or minimise any claim. **You** must act as if **you**'re not insured.

5. **We** will make every effort to provide assistance services in all circumstances. There may be times where this isn't possible due to adverse local conditions or in remote **destinations**.

6. **You** must fully comply with the Terms and Conditions of this **policy** before a claim will be paid.

7. **You** must contact the Assistance Team as soon as possible where **your** claim is more than £350. **You** must not admit liability, or offer, promise or make a payment without **our** prior consent.

8. **We** can take over defence, or settlement of a claim. **We** can recover expenses or compensation from any **third party**. **We** can also take legal action in **your** name or in the name of anyone else claiming under this **policy**.

9. **We** may, at any time, pay to **you our** full liability under this **policy**. Where this happens **we** will have no further liability under this **policy**.

10. **You** must co-operate with **us** in any attempt **we** make to recover sums paid out under this **policy**. **We** will pay all costs associated with the recovery. **You** agree not to take any action that may prejudice **our** recovery rights. **You** must advise **us** if **you** attempt to seek compensation following an incident covered by this **policy**. The sums **we** have paid out under the terms of the **policy** will be refunded from any recovery made.

11. If **you** are claiming for items stolen from **you**, **you** must take all practicable steps to:
    - recover anything lost or stolen; and
    - to identify and ensure the prosecution of the guilty person(s).

    We may at **our** expense take necessary action to recover the property lost or stated to be lost.

12. Where **you**'ve made a valid claim **you** will allow **us** use of any relevant travel documents **you**'re not able to use.

13. **You** must submit **your** claim within 28 days of **your** return to **your home** and:
    - **you** must complete a claim form; and
    - provide to **us** (at **your** own expense) all certificates, information, evidence and receipts that **we** require.
    - as often as **we** require **you** must undergo a medical examination at **our** expense.
    - **we** may request a post mortem examination to be carried out for an **insured person** at **our** expense.

14. This **policy** will be void and the **premium** paid forfeited if any fraudulent claim is made. Any benefits so claimed and received must also be repaid to **us**.

15. **You** must repay **us** any costs or expenses **we** paid on **your** behalf which aren't covered under this **policy**. **You** must do so within one month of **our** request to **you**.
16. This **policy** is subject to the laws of England and Wales unless **we** agree otherwise. The Courts of England and Wales alone will have jurisdiction in any disputes.
17. When taking part in any sport or activity **you** must follow the instructions and guidance of qualified experts. **You** must use all appropriate precautions, safety equipment and protection.
18. At all times **you** must ensure that **you**'re capable of safely taking part in any sport or activity. **You** must take care to avoid injury, accident or loss to **yourself** and to others.
19. **You** must give **us** details of any other insurance **policy** held. Where there is another insurance **policy** in place, each insurer will pay a proportion of a valid claim. **You** won't benefit from double payment (dual insurance) under any circumstances. This does not apply to valid Personal Accident claims which **we** will pay in full. If **we** make a payment to **you** that **you** weren't entitled to, **we** have the right to recover this from **you**.

General Exclusions – applying to all sections

There is no cover under any section of this **policy** for:

1. Claims related to a **pre-existing medical condition** unless declared and accepted by **us**. This will be shown on **your Validation Certificate**.
2. Any costs which are recoverable elsewhere.
3. Any claim caused by taking part in **winter sports**.
4. Any **cruise trip** unless **you** have declared this to **us**, paid the appropriate premium and "Cruise: Covered" is shown on **your Validation Certificate**.
5. Claims where **you** haven't provided **us** with full and accurate answers to **our** questions. Or where **your** claim doesn't meet the Terms and Conditions of this **policy**.
6. Loss, damage or expense insured elsewhere. **You** must tell **us** if **you** have any other **policy** in force that may provide cover for **your** claim. This exclusion doesn't apply to Personal Accident cover.
7. Any costs **you** would've had to pay regardless of the claim. For example, the cost of meals.
8. Any losses not directly covered by the Terms and Conditions of this **policy**. For example loss of earnings or replacing locks.
9. The cost of phone calls or faxes, or taxi fares other than those covered under Section 3 Emergency Medical & Repatriation Expenses.
10. Any claim for loss of enjoyment, distress or inconvenience.
11. Timeshare maintenance fees, holiday property bonds or points.
12. Any additional travel or accommodation costs **we** haven't approved.
13. Any deliberately careless or negligent act or omission by **you**.
14. Any claim arising or resulting from **your** own illegal or criminal act.
15. Claims arising directly or indirectly from:
    - any form of alcohol abuse including withdrawal, or **you** drinking too much alcohol where it's reasonably foreseeable that such consumption could result in impairment of **your** functions and/or judgment resulting in a claim. This includes where a **doctor** states that **your** alcohol consumption has caused or actively contributed to **your** injury or illness.

- **your** use of any drugs, including solvents and so-called legal highs. This doesn't include drugs taken as a part of treatment prescribed and directed by a **doctor**. But drugs taken for the treatment of drug or alcohol addiction are also not covered.
- **your** suicide, attempted suicide, or self-harm.
- needless exposure to danger. This does not apply where **you** were trying to save human life, or in self-defence.

16. Engaging in any type of work other than office and clerical work, bar and restaurant work, music performance and singing, or fruit picking which does not involve working at heights or the use of machinery.
17. Any claim caused by taking part in any **sports and activities** where the activity is:
    a) not listed as covered; or
    b) is specifically excluded.
18. Taking part in any racing (other than on foot), or organised competitions.
19. Any loss, damage, cost or expense directly or indirectly caused by:
    a) **Active participation**.
    b) **War and civil unrest**. This includes any action taken in:
    - controlling; or
    - preventing; or
    - suppressing; or
    - in any way relating to **war and civil unrest**.

    If **you**'re in an area at the outbreak of **war and civil unrest**, **you**'ll be covered for a maximum of 72 hours. **You** must take the first reasonable opportunity to leave the area. If **you** don't take such an opportunity all cover under this **policy** will end.

    c) Nuclear energy, including nuclear reactions, radiation and **contamination**.
    d) **Weapons of mass destruction**.
    e) **Cyber-terrorism**.
20. Any claim when **your trip** is longer than the number of days cover shown on **your Validation Certificate**. If **you** travel for more than the number of days **you**'ve paid for, **you** won't be covered after the last day of cover.
21. Loss, or damages arising from **us** providing any service as part of this **policy**. Or from any delay in providing these services. This includes medical or medical related services provided by **us** or acting on **our** behalf. This does not apply if there is evidence of **our** negligence.
22. Claims related to a virus, **illness** or disease where **you** haven't had or taken recommended inoculations or medication.
23. Claims arising from **you** ignoring the advice of a **doctor**.
24. Any search and rescue costs.
25. Travel to a country or area where all, or all but essential travel is advised against by:
    - the Travel Advice Unit of the Foreign Commonwealth & Development Office (FCDO); or
    - the World Health Organisation (WHO); or
    - a regulatory authority in **your destination** country.
26. Claims arising from volcanic ash clouds.

27. Claims related to any circumstance that has happened or is publicly known could happen, at the time:
    - **you** took out, renewed or extended this insurance; or
    - **you** booked the **trip** if this was later than the start date of **your policy**.
28. Claims where a regulatory authority has enforced any transportation (e.g. aircraft, ship) to withdraw from service.
29. Claims arising from any epidemic, or pandemic as declared by the World Health Organisation.

Sports & Activities

Accepted activities

This **policy** will cover **you** when participating in the following activities on a non-professional, non-competitive basis. Activities marked with a single * will exclude all cover under the Personal Accident and Personal Liability sections of this **policy**.

If **you** are taking part in a sport, or activity which is not listed in the Accepted activities list or in the Excluded activities list (see below) or **you** are in any doubt as to whether cover will apply, please call **our** Customer Services Team on **0333 014 2722**.

- Aerobics
- Archery*
- Athletics (amateur)
- Badminton
- Banana boat rides
- Bar work
- Baseball, Rounders
- Basketball
- Beach cricket
- BMX (must be wearing a helmet)
- Boogie boarding
- Bowls (including competitions)
- Boxing training*
- Bridge walking e.g. Sydney Harbour Bridge
- Bungee jumping* (within organisers guidelines)
- Camel/Elephant riding/Trekking*
- Canoeing/Kayaking not white water (must be wearing a life-jacket and only in inland or coastal waters or up to grade 2 rivers only)
- Canoeing/Kayaking* (must be wearing a life-jacket and up to grade 3 rivers only)
- Canopy/Tree canopy walking
- Catamaran sailing
- Clay shooting*
- Climbing* (on a climbing wall only with belays)
- Cricket
- Croquet
- Curling
- Cycling, Mountain biking* (must be wearing a helmet)
- Dog sledging* (only when driven by a professional driver provided by the organiser)
- Dinghy sailing* (must be wearing a life-jacket and helmet and only in inland or coastal waters)
- E-scooter riding (must be an organised tour and must be wearing a helmet)
- Falconry*
- Fell running/walking
- Fencing*
- Field hockey*
- Fishing*
- Flotilla sailing* (with professional leader)
- Flying as a passenger in an aircraft (private plane, small aircraft or helicopter)
- Football*, Gaelic football*
- Glacier walking (with a guide)
- Golf

- Go-Karting (must be wearing a helmet)
- Gymnastics (no competitions)
- Hiking, Trekking (not above an altitude of 2,500 metres)
- Horseback safari* (protective headgear to be worn)
- Horse / Pony riding / Trekking* (protective headgear to be worn, excluding jumping trials, hunting, jumping and competitive riding)
- Hot air ballooning* (as a fare paying passenger in a licensed aircraft)
- Ice floating
- Ice skating
- Jet boating* (as a passenger only and no racing)
- Jet skiing*
- Marathon running
- Motorcycling on-road/as a mode of transport as a passenger or rider (must be wearing a helmet and only if the motorcycle or electric motorcycle is under 125cc/11kw. The rider must hold a valid motorcycle license)*
- Netball
- Non-Manual work. This includes work such as administrative and clerical duties, bar and restaurant work, fruit picking (not using machinery), musicians and singers.
- Orienteering (no climbing)
- Paddle boarding
- Paint balling* (eye protection must be worn)
- Parascending* (over water)
- Pickleball
- Pilates, Yoga
- Rambling
- Rib ride* (participant must wear a life vest or jacket and adhere to organising company rules)
- Ringos
- River tubing (up to grade 2 rivers only, no white water and not through caves)
- Roller blading/Inline skating
- Roller coasters
- Roller hockey*, Street hockey* (must be wearing pads and a helmet)
- Rowing
- Running, Jogging (not long distance)
- Safari (must be organised in the UK)
- Sailing (catamaran sailing, yachting or crewing and dinghy sailing)(inland waters or coastal waters within 12 miles of land)
- Scuba diving** (please see Scuba diving conditions on page 51)
- Sea walking/Helmet diving/Sea Trek
- Segwaying* (must be wearing a helmet)
- Skate boarding
- Sledging* (by horse or reindeer as a passenger only)
- Sleigh rides pulled by a horse or reindeer, as a passenger with a professional driver
- Snorkelling
- Softball
- Squash
- Surfing
- Swimming
- Swimming with dolphins (must be a professionally organised and supervised)
- Table-tennis
- Tennis
- Ten pin bowling
- Trampolining*
- Tree top walking* (must be a professionally organised and supervised)
- Trotti biking (must be wearing a helmet)
- Volleyball
- Walking, Fell walking, Rambling (no climbing and not above an altitude of 2,500 metres)
- Wake boarding*
- Water polo
- Water skiing*
- Whale watching
- White/black water rafting Grades 1 to 4* (must be wearing a life-jacket and helmet)
- Windsurfing
- Yachting*, Crewing* (must be wearing a life-jacket and only in inland or coastal waters)
- Zip lining/wiring
- Zorbing*, Hydrozorbing*

**Scuba diving conditions

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

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

Excluded activities

This **policy** specifically excludes participating in or practising any of the following activities. **You** will not be covered under any section of this **policy** for any claim relating to an excluded activity.

- Abseiling
- American football
- Animal conservation or game reserve work
- Base jumping
- Big game hunting
- BMX stunt riding
- Bouldering
- Boxing
- Canoeing/kayaking (white water)
- Canyoning
- Caving/pot holing
- Coasteering
- Charity fundraising races
- Cross-channel swimming
- Cycle racing and time trialling
- Escooter riding (unless on a organised tour and wearing a helmet)
- Free/high diving
- Gliding
- Hang gliding
- Hiking, Trekking (above 2,500 metres altitude)
- Horse jumping or hunting
- Judo, Karate, Martial arts
- Kite surfing
- Lacrosse
- Micro-lighting
- Motorcycling on-road/as a mode of transport as a passenger or a rider (if the motorcycle or electric motorcycle is over 125cc/11kw)
- Motorcycling off-road as a passenger or rider
- Mountaineering
- Organised competitive team sports
- Parachuting
- Parascending (over land)
- Polo
- Professional sport
- Quad biking
- Rock climbing
- Rugby
- Sailing (outside of coastal waters)
- Scuba diving (below a depth of 30 metres)
- Shark feeding /cage diving
- Sky diving
- Tombstoning
- Track days using motorised vehicles (except Go-karting)
- Water ski jumping
- Weightlifting
- White/black water rafting Grades 5 and above)
- **Winter sports**
- Wrestling
- Yachting, Crewing (outside of coastal waters

Claims Conditions

Subrogation

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

Fraud

Your policy could become invalid if **you** or someone acting for **you**:

- Knowingly provide information to **us** that isn't true.
- Mislead **us** in any way to get insurance from **us**, obtain more favourable terms or a reduced **premium**.

To avoid committing fraud, don't:

- Knowingly provide information to **us** that isn't true.
- Mislead **us** in any way to get insurance from **us**, obtain more favourable terms or a reduced **premium**.
- Make a claim under the **policy** knowing it to be false or fraudulently exaggerated in any way.
- Submit a document in support of a **policy** or claim knowing the document to be forged or false in any way.
- Make a claim for loss or damage deliberately caused by **you**, or on **your** behalf without telling **us**.
- Engage in any other behaviour to gain monetary benefit that **you** wouldn't normally receive.

If you're found to have committed fraud, we:

- Won't pay any part of the claim.
- Will cancel **your policy** from the date the fraud occurred.
- Won't return any **premium** paid.
- Will ask **you** to pay **us** back any claims **we** have paid from the date the fraud occurred.
- May take legal action.
- May pass **your** details to relevant agencies to prevent fraud and money laundering.

Disclosure of Information

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

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

Please Note

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

EU Travel Regulations

Travel delays

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

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

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, **United Kingdom**, USA or other country of **policy** issue.

Claims for Personal Baggage

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

Complaints

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

Complaints related to your policy:

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

Complaints Team,
Avanti Go,
Britannia House,
3-5 Rushmills Business Park,
Bedford Road,
Northampton
NN4 7YB

Email: **complaints@AvantiGo.co.uk**

Complaints related to your claim:

For all Sections except 9 – please forward details of **your** complaint to:

Complaints Department,
ERGO Travel Insurance Services Limited,
Afon House,
Worthing Road,
Horsham,
West Sussex,
RH12 1TL

Online complaints form: **www.ergoinsure.co.uk/complaints-procedure/#form**

Email: **complaints@ergo-travel.co.uk**

Tel: **01403 788 737**

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

Customer Relations Department,
ARAG Legal Expenses Insurance Company Limited,
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly,
CF83 8DW

Email: **customer-relations@arag.co.uk**

Tel: **0344 893 9013**

Web: ARAG's online complaint form at **www.arag.co.uk/complaints**

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

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

Tel: **0800 0234 567**

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

Cancelling your policy

Your right to cancel the policy

You can cancel **your policy** by sending **us** a cancellation request by calling the Customer Service Team on **0333 014 2722**.

Date of effect of cancellation made by you

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

You have the right to cancel **your policy** within 14 days of the date **you** receive **your** documents. **We** will only refund to **you** any **premium you** have paid, if **you** have not travelled, or have made, or intend to make a claim. Please note that if **you** cancel **your policy** and a refund is provided no claim will be considered or paid.

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

Cancellation by us

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

Refund of premiums

No refund of **premium** will be paid if the notice of cancellation, or downgrade in cover is received outside the 14 day cooling off period.

No refunds will apply if **you** have travelled, or have made, or are intending to make a claim.

Discretion may be exercised in exceptional circumstances such as bereavement, or a change to the **policy** resulting in **us** declining to cover **your medical conditions**.

Effective time of expiry

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

Data Protection Act 2018

Privacy Policy

How we use the information about you

Data Controllers and Processors

ERGO Travel Insurance Services Ltd (ERGO TIS) acts as the Data Controller for the personal data **you** provide to **us**. **We** oversee the management, processing, and safeguarding of **your** personal information. **Our** processing activities include **policy** issuance, claims management, customer service, and business operations related to insurance services. For more information, please go to:

www.ergotravelinsurance.co.uk/privacy-statement/

Great Lakes Insurance UK Limited also acts as a Data Controller of **your** personal data. For more information about how Great Lakes Insurance UK Limited uses **your** personal data and to get its contact information, please go to:

https://www.munichre.com/Great-Lakes-Insurance-UK-Information-Notice

TICORP Limited acts as the Data Processor on behalf of ERGO TIS and is also a Data Controller for other purposes as detailed in the privacy **policy** available here:

https://www.staysure.co.uk/privacy-policy/

As an insurer and data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. This may include, but is not limited to name, age, address, health information, travel dates, **destination**, and other information which is necessary for **us** to provide services.

This information is used for the following purposes, including but not limited to:

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

We process the above data for the 'performance of contract', or 'legitimate interest'. For health data, **we** rely on the Insurance Condition (Data Protection Act 2018, Schedule 1, Part 2, Paragraph 20), which permits processing sensitive health data specifically for insurance purposes, such as handling complaints or disputes.

Who is your personal data shared with?

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

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

For more information about how **we** use and share **your** data, please go to:

www.ergotravelinsurance.co.uk/privacy-statement/

Special Categories of Personal Data

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

How we store and protect information

Information collected by **us** is securely stored on servers located either in the **United Kingdom**, or European Union. **We** keep and process this information to meet **our** contractual, and regulatory obligations, or to deal with requests from other authorities.

Artificial Intelligence and Automated Decision-Making

We may use Artificial Intelligence and automated processing technologies in providing **our** services. Where AI or automated decision making is used, **we** will ensure appropriate information is provided to **you** in accordance with applicable data protection laws.

For more information please see **our** Privacy Policy:

www.ergotravelinsurance.co.uk/privacy-statement/#artificial-intelligence-and-automated-decision-making

What are your rights?

Under applicable data protection laws, you have the following rights regarding your personal data:

- Access: **You** can request access to **your** personal data.
- Rectification: **You** can request the correction of inaccurate data.
- Erasure: **You** can request deletion of data where legally permissible.
- Restriction: **You** can request restriction of processing in certain circumstances.
- Objection: **You** have the right to object to data processing for specific purposes.
- Automated Decision-Making: Where decisions are made using automated processing, **you** have rights including the ability to request human intervention and challenge the decision.

To exercise **your** rights, please contact:

dataprotectionofficer@ergo-travel.co.uk or **dataprotectionofficer@staysure.co.uk**

How can you complain?

If **you** have concerns about how **we** have used **your** personal information and wish to make a data protection complaint, please contact **us** in the first instance using the details below. **We** will acknowledge **your** complaint within 30 days and aim to provide a full response as soon as possible.

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

Data Protection Officer
AvantiGo,
Britannia House,
3-5 Rushmills Business Park,
Bedford Road,
Northampton
NN4 7YB

Email: **dataprotectionofficer@staysure.co.uk**

Those in relation to data held by ERGO Travel Insurance should be directed to:

Data Protection Officer,
ERGO Travel Insurance Services Limited,
Afon House,
Worthing Road,
Horsham,
West Sussex
RH12 1TL
United Kingdom

Email: **dataprotectionofficer@ergo-travel.co.uk**

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

Data Protection Officer,
Unit 4a Expenses Insurance Company Limited
ARAG Parc,
Greenway Court,
Bedwas,
Caerphilly
CF83 8DW

Or via Email: **dataprotection@arag.co.uk**

If **you** remain dissatisfied with **our** response, **you** have the right to escalate **your** complaint to the Information Commissioner's Office (ICO):

Information Commissioner's Office,
Wycliffe House,
Water Lane,
Wilmslow,
Cheshire
SK9 5AF

Website: **https://www.ico.org.uk**
Helpline: **0303 123 1113**

Compensation Scheme

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

Useful telephone numbers

Medical Emergency

When calling from North America (The USA and Canada)

+1 833 716 7356*

Calling from the UK and Rest of the World

+44 1403 470 544

Travel Claims – Non-emergency

01403 788 983

Customer Services

0333 014 2722

Avanti Go is a trading name of TICORP Ltd. TICORP Ltd is licensed and regulated by the Gibraltar Financial Services Commission number FSC1238B and trades into the UK on a freedom of services basis, FCA FRN 663617.

Avanti Go Travel Insurance is arranged and administered by ROCK Insurance Group. ROCK Insurance Group is a trading style of Rock Insurance Services Limited who is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 300317).

All sections of cover with exception of Section 9 are underwritten by of Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting, register. fca.org.uk.

Section 9 Legal Costs & Expenses is underwritten and administered by ARAG Legal Expenses Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202106. Registered in England & Wales.

*Call charges apply when calling from a mobile.