



GLOBAL TRAVEL INSURANCE



THE TURRET, 25 FARNCOMBE ROAD, WORTHING, WEST SUSSEX, BN11 2AY
Tel 01903 235042 Fax 01903 229389 Email info@globaltravelinsurance.co.uk Web www.globaltravelinsurance.co.uk



McCabe

PILGRIMAGES

This insurance is arranged by **Global Travel Insurance Services Ltd** for the Travel Firm **McCabe Travel Ltd** who are an Appointed Representative of Global Travel Insurance Services Ltd. who are authorised and regulated by the Financial Conduct Authority. Our status can be checked on the FCA Register by visiting www.fca.org.uk or by contacting the FCA on 0800 111 6768. This document details the terms of the contract of insurance between **you the Insured** and ETI - International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV) A.G. This Insurance Policy is underwritten by ERV. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN – www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

This document contains details of the cover, conditions and exclusions relating to each **Insured Person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a booking confirmation by **McCabe Travel Ltd** upon which the premium paid is stated and is valid in respect of departures up to **31/12/2017**.

In return for having accepted **Your** premium **We** will in the event of injury, death, illness, disease, loss, theft, damage, legal liability or other events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy. This insurance is not transferable.

Financial Services Compensation Scheme (FSCS) The Insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.

CANCELLATION RIGHTS

Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) by writing to Global Travel Insurance Services Ltd during the cancellation period and returning the insurance documents with a copy of **Your** booking confirmation issued by the Travel Company. Any premium already paid will be refunded to **You** providing **You** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the cancellation period by writing to Global Travel Insurance Services Ltd. If **You** cancel after the cancellation period no premium refund will be made.

Non Payment Of Premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

SPECIAL CONDITIONS

There is no requirement for **You** to disclose any pre existing health conditions. In place of a "health screening system" **We** have introduced for all **Insured Persons** the following conditions. **You** must also refer to the Exclusions in Sections 1, 2 and 3.

1. No **Trip** is booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
2. If **Your** health changes after the date of issue of **Your** policy **You** must contact **Us** to make sure that **Your** cover is not affected..
3. If **You** have a medical condition, **You** must obtain at least verbal confirmation from **Your** usual General **Medical Practitioner** that there is no reason why **You** should not travel.
4. SPECIALTY ASSISTANCE must be advised immediately in the event of (a) **Your** hospitalisation or (b) **Your** intended repatriation for medical reasons or (c) the need to return earlier than the original booked return date when the cause of such return may be insured under Section 1 (b) Curtailment of the policy or (d) if out-patient treatment appears likely to cost more than £500 or (e) if **Your** return is delayed due to medical reasons or **Your** inability to return **Home** as planned due to medical reasons occurring during the **Trip**.
5. If, prior to the date of booking of any **Trip**, **You** (or any person upon whose health the **Trip** depends) already suffer from or have a history of any medical condition and have to make a claim under Sections 1 or 3 for the same general condition, the standard level of policy excess shown under Section 1 is doubled and under Section 3 is increased to £1,000.

WHAT TO DO IN A MEDICAL EMERGENCY

If **You** require medical treatment in an EU Member country or any other with a reciprocal agreement with the United Kingdom **You** must ensure that the treatment is provided by a Public Hospital or other medical facility operating within the terms of the agreement. If you are directed to any form of Private Clinic or any other facility that appears not to accept your EHIC, under no circumstances should you provide credit card details or any details of this insurance until you have consulted SPECIALTY ASSISTANCE for instructions.

In the event of serious illness or injury occurring whilst overseas requiring treatment as an in patient, or if any medical treatment is required in North or Central America or the Caribbean or on a Cruise contact SPECIALTY ASSISTANCE as soon as possible as failure to do so may result in **Our** inability to accept a claim.

Telephone SPECIALTY ASSISTANCE on - + 44 207 902 7405

SPECIALTY ASSISTANCE shall be solely responsible for all decisions on the most suitable, practical and reasonable solution to any medical problem. Please have **Your** policy document available when **You** call. This service should not be used for casual enquiries.

It is a condition of this Insurance that SPECIALTY ASSISTANCE MUST be notified immediately of any illness or injury which necessitates admittance to hospital abroad as an in-patient, or out-patient if costs are likely to exceed £500, or if any medical treatment is required in North or Central America or the Caribbean or on a Cruise, or before any arrangements are made for repatriation. SPECIALTY ASSISTANCE must also be notified if **Your** return is delayed due to medical reasons, failure to do so will prejudice **Your** claim.

MAKING A CLAIM

In the event of a claim **You** must give written notice as soon as practicable (see General Condition 1). Make sure that **You** have read **Your** policy in full and understand what **We** will and will not pay for under each Section. If **You** feel that **You** have a valid claim under **Your** travel insurance, **You** must ask **Us** for a claim form and tell **Us** under which Section of the policy **You** think that the claim can be made. **You** may do this in writing, by telephone or email – **Our** contact details are clearly stated below. **We** will then be able to supply **You** with the appropriate form. Towergate Chase Parkinson, P O Box 416, West Byfleet, Surrey KT14 7LF. Tel 0344 892 1697 Fax 0344 892 1699 Email chaseparkinson@towergate.co.uk. In respect of Legal Costs & Expenses, please contact DAS Legal Expenses Insurance Company Ltd, Quayside, Temple Back, Bristol, BS1 6NF. Tel 0117 934 2000 Fax 0117 934 2109.

DEFINITIONS

Wherever the following words and phrases appear in the policy they will always have these meanings:

Us/We/Our – ETI - International Travel Protection the United Kingdom branch of Europäische Reiseversicherung (ERV). In the Legal Costs and Expenses section We/Our/Us refers to DAS Legal Expenses Insurance Company Ltd.

Insured Person/You/Your/Yourself Each person travelling on a **Trip** whose name appears on the Schedule up to the age of 90 years.

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

Close Relative - The husband, wife, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, fiancé(e) or partner.

Cruise - a **Trip** by sea in a liner calling at a number of ports.

Home - **Your** normal place of residence in the United Kingdom, Channel Islands or Isle of Man.

Medical Practitioner - A registered practicing member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

Period of Insurance - Under Section 1a Cancellation, insurance is effective from the date of booking the **Trip** and terminates on commencement of the planned **Trip**. In respect of Curtailment and all other Sections insurance commences when **You** leave **Your Home** or

place of business (whichever is the later) to commence the **Trip** until the time of return to **Your Home** or place of business (whichever is the earlier) on completion of the **Trip**. In any event not to commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return to the United Kingdom. Cover is only available for the whole duration of the pre-booked single round **Trip**. Cover cannot be effected once a **Trip** has commenced. In the event of Curtailment by early return **Home**, all cover will cease on **Your** arrival in the United Kingdom.

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 organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trip - any holiday, business or pleasure trip or journey of up to 90 days duration made by **You** within the geographical area of travel shown on the Schedule which begins and ends in the United Kingdom during the **Period of Insurance** but excluding one way trips or journeys.

Valuables - Jewellery, furs, watches, articles made of or containing precious metals or stones, hearing aids, sports or leisure equipment, musical instruments, binoculars, electronic games, portable satellite navigation systems, audio, video, photographic equipment including any ancillary equipment or accessories all owned by **You**.

SECTION 1 - CANCELLATION & CURTAILMENT

Limit £3,000 each Insured Person

We will reimburse **You** in respect of:

- (a) irrecoverable deposits or charges paid in advance or contracted to be paid for travel and accommodation not used by **You**, as a direct result of the **Trip** being necessarily and unavoidably cancelled owing to:
 - (i) **Your** death, injury or illness or that of **Your** spouse/partner.
 - (ii) the death, serious injury or serious illness of
 - (i) any **Close Relative** of **You** or
 - (ii) a **Business Associate** of **You** or
 - (iii) a person with whom **You** had planned to travel or
 - (iv) any person with whom **You** had arranged temporarily to reside with during **Your Trip**.
 - (3) **You** or any person with whom **You** had planned to travel being subject to jury service, attendance as a witness at a Court of Law (other than in the line of duty), compulsory quarantine, or being made redundant (provided that **You** or that person is under 65 and has been employed on a continuous full time basis with the same employer for at least two years and at the time of booking **Your Trip** or purchasing this policy whichever is later there was no reason to believe that anyone would be made redundant)
 - (4) fire, theft, storm or flood occurring at **Your Home**, when **You** are requested to remain by the Fire/Police Authorities
- all occurring after the insurance has been effected and before the commencement of the **Trip**.

Conditions

1. If **You** cancel the **Trip** due to:
 - a. stress, anxiety, depression or any other mental or nervous disorder unless it has been investigated and diagnosed as such by either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field who must confirm in writing (at **your** cost) that **you** are fit enough to take this **trip** or
 - b. any other injury or illness **You** must provide a medical certificate from a **Medical Practitioner**stating that this necessarily and reasonably prevented **You** from travelling.
2. The Travel Company must be immediately notified in writing.
3. **We** will not be liable for increased charges incurred as a result of any delay or failure in notifying the Travel Company.

- (b) **Your** prepaid accommodation expenses for the **Trip** which **You** do not use, including additional reasonable travelling expenses if **You** have to curtail **Your Trip** and return **Home** as a result of:
- (1) **Your** death, serious injury or serious illness (occurring during the **Trip**) or that of any person with whom **You** are travelling or any **Close Relative** or **Business Associate** of **Yours** resident in the United Kingdom
 - (2) the hi-jack of the aircraft, vessel or vehicle in which **You** are travelling
 - (3) fire, theft, storm or flood occurring at **Your Home** when **You** are requested to return by the Fire/Police Authorities.

Please note: that Curtailment claims will be calculated from the day **You** return to the United Kingdom or **You** are hospitalised as an in-patient. **Your** claim will be based solely on the number of complete nights accommodation lost. In respect of travel expenses, **We** will pay for any reasonable additional costs but not for the loss of **Your** pre-booked arrangements.

Conditions

1. Where curtailment is due to **Your** serious injury or serious illness, a certificate must be obtained from the treating **Medical Practitioner** abroad confirming the necessity to return to **Your Home**, or appropriate medical facility.
2. The prior approval of SPECIALTY ASSISTANCE must be obtained to confirm the necessity to return **Home**, for any reasons or by any method other than as originally planned. Failure to do so may affect the assessment of **Your** claim.

Exclusions

1. **We** will not pay for claims arising directly or indirectly from the following circumstances existing prior to the payment of the insurance premium:
 - (a) Where **You** (or any person upon whose health the **Trip** depends) have or have had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing.
 - (b) From any terminal illness suffered by **You** (or any person upon whose health the **Trip** depends).
 - (c) From any medical condition for which **You** (or any person upon whose health the **Trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention.
2. **We** will not pay for claims arising directly or indirectly from the following circumstances:
 - (a) Where **You** travel against any health requirements stipulated by the Carrier, their handling agents or any other public transport provider.
 - (b) If **You** are travelling against the advice of a **Medical Practitioner**.
 - (c) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures).

- (d) From the cost of returning to the original destination to complete the **Trip** originally planned and increased expenses related to further accommodation there.

Excess

The first £100 of each and every claim per **Insured Person** claimed for under this Section is excluded, other than claims for a loss of deposit only where £50. See also Special Condition 5.

SECTION 2 - PERSONAL ACCIDENT

Benefit each Insured Person as below

If **You** sustain accidental bodily injury caused by:

- (1) violent external and visible means or
 - (2) exposure resulting from an accident to an aircraft, vessel or vehicle in which **You** are travelling
- and provided such injury solely and independently of any other cause, results within twelve calendar months of the date of the accident, in death or disablement as defined below, **We** will pay one of the following Benefits:
- (i) Death £10,000
 - (ii) Loss of one or more limbs and/or sight in one or both eyes £15,000
 - (iii) Permanent Total Disablement £15,000
- If **You** are
- (a) under 16 years of age Benefit (i) above is reduced to £2,500 or
 - (b) aged 65 years or over no cover operates in respect of Benefit (ii) and (iii).

In no event shall **Our** Liability in respect of the **Insured Person** exceed £15,000.

DEFINITIONS

Loss of limb means permanent loss by physical severance at or above the wrist or ankle.

Loss of sight means total and irrecoverable loss of sight which shall be considered as having occurred (a) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale which means only seeing at 3 metres what **You** should see at 60 metres).

Permanent total disablement means total disablement from engaging in or attending to any occupation for at least twelve months from the date of injury and at the end of that time being beyond hope of any improvement.

Exclusions

We will not pay for claims:

- 1 resulting from motorcycling
- 2 arising out of manual labour in connection with **Your** trade, business or profession.

SECTION 3 - MEDICAL AND OTHER EXPENSES

Limit £5,000,000 each Insured Person

(a) **We** will reimburse **You** in respect of the:

1. reasonable emergency medical, surgical and hospital treatment incurred as a result of **Your** injury or unforeseen illness, occurring during the **Trip**. At the sole discretion of SPECIALTY ASSISTANCE, who reserve the right to make the final decision as to whether or not it is medically necessary, this also includes the cost of repatriation to the United Kingdom or **Home** if holidaying in the UK, by whatever means deemed medically necessary. Emergency dental treatment is covered up to £250 for the immediate relief of pain only excluding the fitting of crowns and additional cosmetic treatment.
2. reasonable additional accommodation (room only) and travel costs (if **You** cannot use the return portion of **Your** ticket) necessarily and unavoidably incurred by
 - (i) **You** where it is necessary for **You** to stay beyond the intended return date due to **Your** illness or injury.
 - (ii) a relative or friend required on medical advice to travel to, remain with or escort **You** as a result of **Your** death, serious injury or serious illness.
3. reasonable charges for burial or cremation in the event of **Your** death outside the United Kingdom in the locality where death occurs and/or the cost of transport of body or ashes to the United Kingdom, for an amount not exceeding £5,000.
4. cost of transporting **Your** remains to **Your Home** in the event of death in the United Kingdom, for an amount not exceeding £2,500.

We reserve the right to repatriate **You** to the United Kingdom when in the opinion of the **Medical Practitioner** in attendance and SPECIALTY ASSISTANCE **You** are fit to travel.

Note: Repatriation expenses will involve the use of identical class of travel to that utilised on the outward **Trip** unless agreed by **Us** or SPECIALTY ASSISTANCE that the ticket can be upgraded.

(b) **ADDITIONAL HOSPITAL BENEFIT.** If **You** are admitted to a hospital outside the United Kingdom as an in-patient owing to accidental bodily injury or illness sustained outside the United Kingdom, **We** will pay a benefit of £15 for each complete 24 hours **You** are in hospital, subject to a maximum of £300 for each **Insured Person**.

Conditions

1. It is a condition of this Insurance that SPECIALTY ASSISTANCE **must** be notified immediately of any illness or injury which necessitates admittance to hospital abroad as an in-patient, or out-patient if costs are likely to exceed £500, or before any arrangements are made for repatriation, or if any medical treatment is required in North or Central America or the Caribbean or on a **Cruise**, or if **Your** return is delayed due to medical reasons. Failure to do so will prejudice **Your** claim.

2. If **You** require medical treatment in an EU Member country or any other with a reciprocal agreement with the United Kingdom **You** must ensure that the treatment is provided by a hospital or medical facility operating within the terms of the agreement. In the event of serious illness or injury occurring whilst overseas requiring treatment as an in patient, contact SPECIALTY ASSISTANCE as soon as possible as failure to do so may result in **Our** inability to accept a claim

Exclusions

1. **We** will not pay for claims arising directly or indirectly from the following circumstances existing prior to the payment of the insurance premium:
 - (a) Where **You** (or any person upon whose health the **Trip** depends) have or have had symptoms which are awaiting or receiving treatment, investigation, tests, referral or the results of these and associated medical conditions.
 - (b) From any terminal illness suffered by **You** (or any person upon whose health the **Trip** depends).
 - (c) From any medical condition for which **You** (or any person upon whose health the **Trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention.
2. **We** will not pay for claims arising directly or indirectly from the following circumstances:
 - (a) From treatment or aid obtained in the United Kingdom.
 - (b) From surgical or medical treatment which in the opinion of the treating **Medical Practitioner** can be reasonably delayed until **Your** return to the United Kingdom.
 - (c) Where there is an additional cost of single or private room accommodation at a hospital or nursing home, except where the treating **Medical Practitioner** considers it necessary for **You** to occupy such accommodation.
 - (d) From any reoccurrence of any psychiatric disorder, anxiety state and/or depression suffered by **You** (or any person upon whose health the **Trip** depends).
 - (e) Where **You** travel against any health requirements stipulated by the Carrier, their handling agents or any other public transport provider.
 - (f) Medical conditions existing prior to the payment of the insurance premium or any consequence thereof in respect of which a Medical Practitioner would advise against travel or that treatment may be required during the duration of the **Trip**.
 - (g) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures).
 - (h) From costs and expenses incurred more than 12 months after the date of return to the United Kingdom.

3. **We** shall not be liable for

- a. any expenses or fees for in-patient treatment or repatriation which have not been notified to and authorised by SPECIALTY ASSISTANCE
- b. any costs in respect of telephone calls other than the first telephone call to SPECIALTY ASSISTANCE notifying them of the problem
- c. the cost of any elective treatment or surgery including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance to hospital
- d. any claims for costs resulting from **Your** failure to obtain recommended pre-travel inoculations and vaccinations or on-going preventative treatments for the countries **You** intend travelling to
- e. the cost of travel to or from hospitals for the purpose of visiting an inpatient

Excess

The first £150 of each and every claim per **Insured Person** claimed for under this Section is excluded. See also Special Condition 5 for any additional excess amounts.

SECTION 4 - PERSONAL LUGGAGE, PERSONAL MONEY & VALUABLES

Limit £2,000 each Insured Person

1. **We** will reimburse **You** in respect of accidental loss of or theft of or damage to:
 - (i) Personal Luggage - which means suitcases, trunks or like receptacles and clothing and personal effects worn or carried on the person all owned by (not hired, loaned or entrusted to) **You** but excluding Personal Money and **Valuables**
 - (ii) Personal Money - which means cash, bank or currency notes in current use, cheques, postal or money orders, travel tickets, passports, pre paid coupons or vouchers
 - (iii) **Valuables**
 2. In the event of Personal Luggage being temporarily lost in transit to the **Trip** destination for longer than 12 hours, **We** will pay up to £75 for the purchase of essential items of clothing and personal requisites. Any payments under this heading will be deducted from claims under Section 4 1(i) in respect of the same property.
- The limit each **Insured Person** in respect of:
- (i) Personal Luggage is £1,500 (limited to £750 if **You** are aged under 16 years on the date of departure) subject to a limit of £200 for any one article or pair or set of articles irrespective of single or joint ownership.
 - (ii) Personal Money is £500 but for loss of cash, bank or currency notes the limit is £250 whether in the custody of one or more **Insured Persons** irrespective of ownership.

(iii) **Valuables** is £200 subject to a limit of £200 for any one article or pair or set of articles irrespective of single or joint ownership. In respect of (ii) and (iii) there is a combined limit of £100 if **You** are aged under 16 years on the date of departure.

Basis of Claim Settlement Claims will be dealt with on an indemnity basis NOT "new for old". Indemnity basis means the purchase price as new of the article less deduction for wear and tear and depreciation, or the cost of repair whichever is the lesser. If an article is damaged beyond economical repair a claim will be dealt with as if the article has been lost. Items claimed for must be substantiated by original receipts, original valuations, guarantee cards, instruction booklets, or any other evidence of ownership. For damaged items, a repairer's estimate, or report confirming total loss will be required and items should be retained for inspection if required. For cash losses, bank/building society withdrawal slips, foreign currency conversion slips, wages slips etc. will be required.

Exclusions

1. **We** will not pay for claims arising from:

- accidental loss of or theft of or damage to property left unattended by **You** unless:
 - in **Your** locked and secured accommodation
 - in a locked boot or locked and covered luggage compartment of a motor vehicle provided that
- there is evidence of forcible and violent entry to such vehicle
- no cover shall apply in respect of property in vehicles left unattended at any time between the hours of 10 pm and 8 am local time.
- no cover shall apply in respect of Personal Money or **Valuables** at any time.
- Your** failure to inform the police as soon as possible of any loss or theft of Personal Luggage or theft or loss of Personal Money or **Valuables** and failure to obtain a written report.
- accidental loss or theft of or damage to property whilst in the custody of an airline or other carrier, unless reported immediately on discovery. In the case of an airline a Property Irregularity Report must be obtained.
- loss or theft of Personal Money and **Valuables** whilst in transit from checked-in or other baggage not in **Your** custody or control.
- loss of or theft of or damage to:
 - stamps and documents (other than those specifically mentioned)
 - spectacles, sun glasses, contact or corneal lenses
 - breakage or chipping of glass, porcelain, ceramic or china or damage to other items resulting from such breakage
 - business goods or samples or business money
 - land, air or water craft of any kind including cycles but excluding any models or toys
 - Food, cosmetics and other items of a perishable nature
 - sports equipment
 - household goods and home contents
 - Mobile telephones and computers
- loss or theft of travellers cheques.
- shortages of Personal Money due to error, omission or variations in exchange rates or depreciation in value.
- normal wear and tear, depreciation, gradual deterioration or mechanical or electrical breakdown.
- loss, theft or damage arising from delay or confiscation or detention by Customs or other official.
- loss of **Valuables** or Personal Money whilst swimming.

Excess

The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded.

In respect of (ii) - Personal Money. The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded.

SECTION 5 - PASSPORT EXPENSES Limit £200 each Insured Person

If during the **Trip** **Your** British passport is accidentally lost or stolen, **We** will reimburse the reasonable additional accommodation and travel expenses necessarily incurred abroad by **You** in obtaining a replacement up to a maximum of £200.

Exclusions

- We** will not pay for claims arising where **You** fail to:
 - notify the nearest British Embassy or Consulate
 - obtain a written report from the British Embassy or Consulate of such loss.

SECTION 6 - DELAYED DEPARTURE Limit (a) £60 (b) £3,000 each Insured Person

If the aircraft, train, coach or sea vessel in which **You** had booked to travel on the outward or return leg of the **Trip** is delayed at the final departure point from or to the United Kingdom for at least 12 hours from the time specified in the official itinerary supplied to **You** as a result of:

- strike or industrial action
- adverse weather conditions
- mechanical breakdown of the aircraft, train, coach or sea vessel.

We will pay either:

- compensation of £20 for the first full 12 hours delay and £10 for each further full 12 hours delay up to limit of liability (a) above. The delay will be calculated from scheduled time of departure of the aircraft, train, coach or sea vessel specified in the official itinerary supplied to **You** or
- on the outward journey if after 12 hours delay in departure **You** elect to abandon the **Trip**, **We** will pay up to limit of liability (b) above in respect of prepaid expenses or expenses contracted to

be paid for **Your** benefit which are not recoverable from any other source.

NB **You** may claim only under subsection (a) or (b) above for the same event, not both. In addition **You** may claim only under Section 1 or 6 for the same event, not both.

Exclusions

1. **We** will not pay for claims arising:

- where **You** fail to check in at the airport, station or port of departure specified in the official itinerary issued by the Tour Operator, Tour Organiser or Carrier.
- where **You** fail to obtain written confirmation from the Carriers (or their handling agents) of the number of hours delay and the reason for the delay.
- from strikes or industrial action unless the announcement and onset of the strike or industrial action occurred after the date **You** paid the premium for this insurance.
- from public demonstration, civil unrest or any form of protest (including actions not specifically directed at an employer or group of employers).
- where **You** are entitled to the same or similar benefit under any scheme arranged by a Tour Operator, Tour Organiser or Carrier.

Excess.

The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded in respect of sub section (b) only.

SECTION 7 - MISSED DEPARTURE Limit £500 each Insured Person

We will reimburse **You** in respect of additional accommodation and travel expenses necessarily incurred to reach the overseas destination as a result of the failure of the vehicle in which **You** are travelling to deliver **You** to the final United Kingdom departure point in time to join the **Trip** due to:

- adverse weather conditions
- strike
- industrial action
- mechanical breakdown
- accident to the vehicle

provided that **You** shall take all reasonable steps to arrive at the point of departure by the time stated in the Tour Operator's brochure or other travel documents issued by the Travel Organiser.

Conditions

- A repairers report will be required in the event of a claim in respect of car breakdown, together with proof that the vehicle has been properly serviced.

Exclusions

We will not pay for:

- Claims arising from strike or industrial action prior to the commencement of departure from **Your** Home or place of business whichever is later.
- The cost of repairs to the vehicle in which **You** are travelling.

N.B. This section applies only in respect of an outward **Trip** from the United Kingdom to an overseas destination.

SECTION 8 - PERSONAL LIABILITY Limit £2,000,000 each Insured Person

We will reimburse **You** for all sums which **You** are personally legally liable to pay for accidents which result in:

- death of or bodily injury to any person
- loss of or damage to their property occurring during the period of the **Trip**.

The total amount payable for all claims made against **You** arising from any one occurrence is £2,000,000 inclusive of any legal costs and expenses awarded against **You** or incurred by **You** with **Our** written consent.

Exclusions

- We** will not pay for Punitive and exemplary damages.
- Liability in respect of:
 - death of or bodily injury to **Your** employees or **Your** relatives or household permanently living with **You** or a travelling companion.
 - loss of or damage to property which belongs to **You** or is in **Your** custody or control or that of a member of **Your** family or household or **Your** employee, or a travelling companion.
 - Your** trade, business or profession.
 - the ownership or occupation of any land or building (other than occupation only, of any temporary holiday accommodation).
 - the ownership, possession or use of animals (other than domestic dogs not included in Section 1(i) of the Dangerous Dogs Act 1991 or horses used solely for hacking or trekking) mechanical or motorised vehicles, ships, boats or craft of any kind.
 - any contract or agreement (such as a hire agreement) unless liability would have applied anyway.
 - any wilful, malicious or reckless act on **Your** part.
- Costs and expenses incurred after the date on which **We** have offered to pay the claim.

Excess

The first £250 of each and every claim per **Insured Person** claimed for under this section is excluded.

SECTION 9 - LEGAL COSTS & EXPENSES Limit £25,000 each Insured Person.

This section is underwritten and administered by DAS Legal Expenses Insurance Company Limited.

Special definitions relating to this section

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

Costs and Expenses

a) All reasonable and necessary costs charged by **your** **Appointed Representative** and agreed by **us** in accordance with our **Standard Terms of Appointment**.

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

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

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

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

Reasonable Prospects: for civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** on our behalf, will assess whether there are **Reasonable Prospects**. **Standard Terms of Appointment:** the terms and conditions (including the amount **we** will pay to **your** **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee) the amount **we** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.

What is covered

In the event of an **Insured Incident** which causes **your** death or bodily injury **we** will pay up to £25,000 for the **Costs and Expenses** of an **Appointed Representative**, to provide legal advice and where there are **Reasonable Prospects** to take legal action on **your** behalf to

- recover losses or damages against negligent third-parties.

What is not covered

Exclusions applying to this section

We will not pay for the following:

- A claim where at any point, **we** or the **Appointed Representative** assess that there are not **Reasonable Prospects** of success.
- Any legal proceedings not dealt with by a court of law or by another body agreed by **us**.
- A claim where **you** have failed to notify **us** of the **Insured Incident** within a reasonable time of it occurring and where this failure adversely affects the **Reasonable Prospects** of a claim or **we** consider that our position has been prejudiced.
- An **insured incident** arising before the start, or after the end of a **trip**.
- Costs and Expenses** incurred before our written acceptance of a claim.
- In the event that **you** decide not to use the services of a **Preferred Law Firm**, any **Costs and Expenses** in excess of those which **we** would have incurred had **you** done so under our **Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
- Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **your** physical bodily injury.
- Defending **your** legal rights (**We** will however, cover defending a counter-claim.)
- Any claim relating to clinical negligence.
- Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- Any legal action which **you** take that which **we** or the **Appointed Representative** have not agreed to, or where **you** do anything that hinders **us** or the **Appointed Representative**.
- A dispute with **us** which is not otherwise dealt with under Additional condition 7.
- Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- Any **Costs and Expenses** which are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.
- Any claim against **us**, our agents, a tour operator or travel agent.
- Any claim where **you** are not represented by a law firm or barrister.

Additional conditions applying to this section

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **Preferred Law Firm** or in-house lawyer as the **Appointed Representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **Preferred Law Firm** or our in-house lawyer cannot negotiate settlement of **your** 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** who is not a **Preferred Law Firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid

- if they had agreed to our **Standard Terms of Appointment**. The amount we will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- d) The **Appointed Representative** must co-operate with us at all times and must keep us up to date with the progress of the claim.
 - 2) a) You must co-operate fully with us and with the **Appointed Representative**.
b) You must give the **Appointed Representative** any instructions that we ask you to.
 - 3) a) You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent.
b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay any further **Costs and Expenses**.
c) We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim on your behalf. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.
d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to us.
 - 4) a) You must instruct the **Appointed Representative** to have costs and expenses taxed, assessed or audited if we ask for this.
b) You must take every step to recover **Costs and Expenses** and court attendance that we have to pay and must pay us any amounts that are recovered.
5) If the **Appointed Representative** refuses to continue acting for you with good reason, or if you dismiss the **Appointed Representative** without good reason, the cover we provide will end immediately, unless we agree to the appointment of another **Appointed Representative**.
6) If you settle or withdraw a claim without our agreement, or do not give suitable instructions to the **Appointed Representative**, we can withdraw cover and will be entitled to reclaim from you any **Costs and Expenses** we have paid.
7) In respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the **Costs and Expenses** for appeals, we must agree that **reasonable prospects** exist.
8) For an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that **Reasonable Prospects** exist, and where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **Costs and Expenses** is the value of the likely award.
9) If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.
10) We may require you to obtain, at your expense, an opinion on the merits of the claim or proceedings or on a legal principle from a legal expert. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
 - 11) You must:
a) keep to the terms and conditions of this section
b) take reasonable steps to avoid and prevent claims
c) take reasonable steps to avoid incurring unnecessary costs
d) send everything we ask for, in writing.
e) report to us full and factual details of any claim as soon as possible.
f) give us any information we need.
 - 12) We will, at our discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or we will not pay the claim if:
a) a claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
b) a false declaration or statement is made in support of a claim.
 - 13) If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.
 - 14) In the event of your death as a result of an **Insured Incident** the benefits of this cover will attach to your personal representative (next of kin).
 - 15) This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
 - 16) Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the

Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Eurolaw Legal Advice

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

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

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

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

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

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority | DAS Legal Expenses Insurance Company Limited | Head and registered office | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH | Website: www.das.co.uk | Registered in England and Wales | Company Number 103274 | DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | Registered number 423113 | DAS Law Limited | Head and registered office | North Quay | Temple Back | Bristol | BS16FL | Website: www.daslaw.co.uk | Registered in England and Wales | Company number 5417859.

GENERAL CONDITIONS

You must comply with the following Conditions to have the full protection of Your policy. If You do not comply with them, We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

1. On the happening of any illness, injury, loss or damage, You must at Your own expense:
a) give Us full details in writing without delay after any event which could lead to a claim under this policy
b) take all reasonable precautions to prevent further illness, injury, loss or damage
c) immediately inform the police of any loss or theft of Personal Luggage, Personal Money or **Valuables** and obtain a written report
d) supply all reports, certificates, information, evidence and assistance as may be required by Us
e) send to Us any writ, summons or other legal document served on You and must not answer any correspondence without Our written consent
2. We shall be entitled
a. to negotiate, defend or settle in Your name and on Your behalf any claim made against You
b. to prosecute in Your name for Our benefit any claim against any person in respect of any amount paid or payable under this policy.
3. You shall as often as required submit to medical examination at Our expense in connection with any claim under Sections 1, 2 or 3 and in the event of Your death, We shall have the right to a post mortem at Our own expense.
4. All damaged property must be retained for inspection, becoming Our property upon settlement of the claim.
5. You and We are free to choose the laws applicable to this policy. As We are based in England, We propose to apply the laws of England and Wales and by purchasing this policy You have agreed to this.
6. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability We will not pay more than Our proportional share (not applicable to Section 2 - Personal Accident).
7. You must not act in a fraudulent manner. If You or anyone acting for You
a. Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
b. Make a statement in support of a claim knowing the statement to be false in any respect; or
c. Submit a document in support of a claim knowing the document to be forged or false in any respect; or
d. Make a claim in respect of any loss or damage caused by Your wilful act or with Your connivance
Then
ii. We shall not pay the claim
iii. We shall not pay any other claim which has been or will be made under the policy
iv. We may at Our option declare the policy void
v. We shall be entitled to recover from You the amount of any claim already paid under the policy.
vi. We shall not make any return of premium
vii. We may inform the police of the circumstances.

GENERAL EXCLUSIONS

This policy excludes:

1. Claims directly or indirectly arising from:
(i) Your engaging in:
a) parachuting, aerial activities, aeronautics or aviation other than as a fare paying passenger in a licensed passenger aircraft
b) winter sports of any kind, motorcycling, yachting outside coastal waters (which are defined as being within sight of land), motor competitions, aqualing diving, any form of combat, climbing necessitating the use of ropes or guides, polo, pot-holing, riding in or on any boat designed to travel at a speed in excess of 30 knots, crewing a vessel from one country to another, water ski-jumping and tricks, racing other than on foot, show jumping and any other sport or pastime of a comparably hazardous nature
c) work of any kind undertaken during the Trip other than clerical, managerial or commercial duties
d) association or rugby football or any professional sports
e) taking part in expeditions or treks
other than where sold as Connected Travel Insurance by the Travel Firm named herein where such activity is the main purpose of the Trip.
(ii) Your:
a) suicide or attempted suicide
b) being affected (temporarily or otherwise) by alcohol drug(s) or any illegal substance
c) wilfully self inflicted injury or wilful exposure to danger, except in an attempt to save human life
2. Loss (whether arising directly or otherwise), bodily injury, damage or liability resulting or arising from or directly or indirectly caused or contributed to by:
i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from waste from the combustion of nuclear fuel
ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
iii. Detention or confiscation or requisition by any Government or Public or Local Authority
iv. Pressure waves caused by aircraft or other aerial devices
v. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section 3 - Medical Expenses unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any Trip.
3. This policy does not cover any person who is not normally resident in the United Kingdom.
4. Unless We provide cover under this insurance, any other loss, damage or additional expense following on from the event for which You are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.
5. Bankruptcy/liquidation of any tour operator, travel agent, transportation company or accommodation supplier.
6. Travelling to countries or regions where the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised against travel.
7. Any refund or return of premium other than as required by the Cancellation Rights as detailed in this policy.

COMPLAINTS PROCEDURE

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

When You contact Us: Please give Us Your name and a contact telephone number. Please quote Your policy and/or claim number, and the type of policy You hold. Please explain clearly and concisely the reason for Your complaint.

Initiating Your complaint: Any enquiry or complaint You have regarding Your claim notified under Your policy, may be addressed to: The Managing Director, Towergate Chase Parkinson, P.O. Box 416, West Byfleet, Surrey KT14 7YE.

If You wish to complain under the Legal Costs and Expenses section, please forward details of Your complaint to: The Managing Director, DAS Legal Expenses Insurance Company Ltd. DAS House, Quayside, Temple Back, Bristol BS1 6NH

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after We have provided You with written confirmation that Our complaints procedure has been exhausted.

The Financial Ombudsman can be contacted at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 Fax: (020) 7964 1001.

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

This procedure will not affect your rights in law.