



# WRIGHTSURE

insurance group



## Client Holiday Travel Insurance 2023 Policy

Valid for departures on or before  
31st December 2023

# ERGO

Travel Insurance

WHSL/2023

# SUMMARY OF COVER

Cover limits and applicable excesses per person

Section and Cover	Benefit (up to)	Excess
1. Cancellation and Curtailment/ Loss of Deposit	£1,500	Holidays 3 days duration or less Nil. Holidays 4 days duration and over 20% of booking invoice value (£15 in respect of Loss of Deposit)
2. Travel delay and disruption - Delay - Abandonment after 12 hours - Missed Departure	£20 per 12hrs (max £60) £1,500 £100 UK/£300 (outside of the UK)	Nil As Per Cancellation Nil
3. Emergency medical and repatriation expenses - Hospital confinement benefit UK - Hospital confinement benefit outside of the UK - Overnight Subsistence  - Funeral expenses and body repatriation - Emergency dental treatment - Taxi fares	£2,000,000 (outside of the UK) /£2,500 UK Only £10 per 24hrs (max £100)  £15 per 24hrs (max £450) £25 per person per night up to £200 in total.  £5,000/£1,500 UK Only £250 £1,000	£35 Nil Nil  £35 £35 £35
4. Personal accident - Death (aged over18) - Death (under 18 ) - Death (aged 70 or over ) - Permanent total disablement - Loss of limb(s) or total and irrecoverable loss of Sight	£15,000 £1,000 £7,500 £15,000 £15,000	Nil
5. Personal effects and money - Single Item limit - Valuables limit - Personal money - Cash - Loss of passport/travel documents	£1,500 £200 £400 £200 £200 (£50 under 18) £200	£35  £35 £35 Nil
6. Luggage delay	£50 per 12 hours (minimum 12 hours - max £100)	Nil
7. Personal liability	£2,000,000	Nil
8. Legal costs and expenses	£25,000	Nil
9. COVID-19 cover - Cancellation and Curtailment/ Loss of Deposit  - Emergency medical and repatriation expenses	£1,500  £2,000,000 (outside of the UK)	Holidays 3 days duration or less Nil. Holidays 4 days duration and over 20% of booking invoice value (£15 in respect of Loss of Deposit)  £35

## Useful Telephone Numbers

Emergency Assistance  
(From Abroad)

Tel: 01403 288167  
Tel: 0044 1403 288167

General Claims

Tel: 01403 288170

Changes in Health

Tel: 01403 788974

## Insurer

Welcome to the Wrightsure Client Holiday Travel Insurance underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Firm Reference Number: 769884. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

ERGO Travel Insurance Services Ltd (ETI) is registered in England and Wales, company number 11091555. ERGO Travel Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority, register number 805870 and registered office: 10 Fenchurch Avenue, London, EC3M 5BN.

Details about the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **Us** on request.

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

## Demands and Needs

This travel insurance **Policy** will suit the Demands and Needs of an individual, or group (where applicable) who have no excluded medical conditions, are travelling to countries included within the **Policy** terms and who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance **Policy**. Subject to terms and conditions and maximum specified sums insured.

## Important Information

This insurance **Policy** will have been sold to **You** on a non- advised basis and it is therefore for **You** to read this insurance **Policy** (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of **Your** requirements. If upon reading this **Policy** **You** find it does not meet all of **Your** requirements, please refer to the Option To Cancel section.

This **Policy** is a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **Us** is accurate. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about Pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions.

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

## Option To Cancel

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

**Important Information: Please read – We strongly recommend that You keep a record of all information given to Us.**

### **Health Conditions**

**We shall not be liable for claims WHERE AT THE TIME OF TAKING OUT THIS POLICY AND BETWEEN THAT TIME AND YOUR DEPARTURE:**

- a. **You** are aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim (for example the state of health of a **Immediate Relative**, business associate or any person on whom **Your** travel plans depend).
- b. The **Insured Person** whose medical condition gives rise to a claim:
  - i. Is receiving, or on a waiting list for, surgery, in-patient treatment or investigations in a hospital, clinic or nursing home.
  - ii. Is travelling against any health requirements stipulated by the carrier, their handling agents or other public transport provider.
  - iii. Is travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad.
  - iv. Has been given a terminal prognosis.

Please note: If **You** are on medication at the time of travel, **Your** medical condition(s) must be stable and well controlled.

If **You** are travelling **outside** of the UK **You** must notify the Change in Health helpline immediately if a change in health occurs (including any change to medication) between the date this **Policy** is issued and **Your** scheduled date of departure.

### **Words with Special Meanings**

The words and phrases shown in bold have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this **Policy**.

#### **Active Participation:**

- a. The act of an **Insured Person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War Risks and Civil Hazards** or **Terrorism**; or
- b. The act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War Risks and Civil Hazards** or against the advice of the Foreign and Commonwealth Office.

See: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

**Curtail/Curtailment** - returning to **Your** home in the **United Kingdom** before the scheduled return date.

**Cyber-attack** - the use of disruptive activities such as hacking, worms, viruses, trojan horses, blended threats, ransomware and other malware, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of systems or infrastructure.

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

**Family and Couple** - the insured and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 23 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.

**Illness** - a sudden and unexpected deterioration in health not caused by bodily injury.

**Immediate Relative** - Mother, father, sister, brother, wife, husband, fiancé(e), common-law spouse (including their immediate relatives), partner, daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in law,

sister-in-law, brother-in-law, step-parent, step-child, step-brother or step-sister.

**Insured Journey/Trip** - a Leisure **Trip** not exceeding the maximum number of days for which **You** have paid premium and which is shown on **Your Policy Schedule**, commenced and ended during the **Period of Cover** from or within the **United Kingdom**.

**Insured/Insured Person/You/Your** - any person named on the **Policy Schedule** who is eligible to be insured and for whom premium has been paid.

**Insurer/We/Us/Our** - ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE, other than where specifically defined elsewhere in the **Policy**.

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

**Period of Cover** - the period to which the **Policy** applies, as indicated by the **Period of Cover** on **Your Policy Schedule**.

**Policy Schedule** - the invoice issued by **Your** Tour Operator or Travel Agent which shows important details including **Your** premium amount and details of **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

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

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

**United Kingdom** - England, Scotland, Wales, Northern Ireland and the Isle of Man.

**Terrorism/Terrorist Act** - The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system or network, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following apply:

- a. The apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy; or
- b. The apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- c. The reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

**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 video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to iPods, iPads, Kindles and the like and associated software.

**Consent** - **Your** agreement on **Your** own behalf; and, where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and

**Your** warranty that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and

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

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

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

### **SECTION 1 – CANCELLATION AND CURTAILMENT**

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This section of the **Policy** sets out the cover **We** will provide to each **Insured Person** per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable cancellation or **Curtailement** of a **Trip** in relation to all travel charges that **You** have paid and/or are contracted to pay before the booked departure date and which **You** cannot recover, as a result of any of the following events:-

1. The death, bodily injury, **Illness**, disease, or complications arising as a direct result of pregnancy of **You**, any person who **You** are travelling or have arranged to travel with, or **You** have arranged to stay with or any other person upon whom the **Trip** depends.
2. **You** or any person who **You** are travelling or have arranged to travel with or any other person upon whom the **Trip** depends being called as a witness (except as an expert witness) at a Court of Law or for jury service attendance.
3. **Redundancy** of **You** or any person who **You** are travelling or have arranged to travel with or any other person upon whom the **Trip** depends who qualifies for payment under current **United Kingdom** redundancy payment legislation, and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant.
4. **You** or any person who **You** are travelling or have arranged to travel with, or any other person upon whom the **Trip** depends are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your/** their authorised leave cancelled or are called up for operational reasons, provided that the cancellation could not reasonably have been expected at the time when **You** purchased this insurance or at the time of booking any **Trip**.
5. **You** having to stay at **Your** home due to serious damage to **Your** home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people, burglary or adverse weather conditions.
6. Adverse weather conditions, failure of public transport or breakdown of the motor vehicle in which **You** are travelling to the departure point which prevents **You** from being able to get to the scheduled departure point.
7. Accidental bodily injury or accident involving any house pet, where **Your** attendance at home is recommended by the treating vet.
8. Divorce or relationship breakdown where formal legal advice has been sought.

**Please note if You are Curtailing Your Trip payments will be calculated on a pro-rata basis taking into consideration unused accommodation and excursions.**

## Exclusions applying to this Section – What is not covered

Any cancellation or curtailment arising from:

1. Circumstances that could reasonably have been anticipated at the time **You** booked **Your Trip** or purchased this insurance.
2. **Your** disinclination to travel or to continue with **Your Trip** or **Your** loss of enjoyment of the **Trip**.
3. **Terrorism** that has not been advised by the Foreign and Commonwealth Office, including **Your** fear of travelling.
4. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **Your Trip**.
5. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied or to obtain the required passport.
6. Psychological/mental illness suffered by **You** unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field.
7. **Policy** Excess may apply. Please refer to the **Summary of Cover**.

## SECTION 2 – TRAVEL DELAY AND DISRUPTION

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This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover** following travel delay and disruption.

### A. Travel delay on outward journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which **You** are scheduled to travel

1. The amount as shown in the **Summary of Cover** for each full twelve-hour period that **You** are delayed or
2. The full deposit or cancellation charges (non- recoverable) if, after 12 hours delay to **Your** outward journey from the **United Kingdom**.

### B. Missed departure

Disruption of **Your** scheduled travel itinerary due to the failure or delay of any pre-booked public transport to the **Trip** destination point.

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) to the original booking, necessarily incurred to reach the booking destination.

## Exclusions applying to this Section – What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **Your Trip** was booked or the insurance was purchased.
2. Costs or charges for which the airline or the provider of transport or accommodation will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought or the **Trip** was booked.
4. Payment shall not be made under both this section and Section 3 respect of the same event.

## SECTION 3 – EMERGENCY MEDICAL AND REPATRIATION EXPENSES

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This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual bodily Injury or suffers **Illness** outside the **United Kingdom** (unless specifically covered below), **We** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in **Summary of Cover** on page 2, which are necessarily incurred in respect of the following:

### A. Emergency medical and repatriation expenses as a direct result of bodily injury or Illness

1. Medical and surgical treatment, and prescribed medication.
2. Hospitalisation charges, nursing home and additional accommodation during recuperation.
3. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.

4. The cost of taxi fares necessarily incurred.

#### **Exclusions applying to this Section – What is not covered**

1. Admission to a private hospital/clinic unless approved by **Our** Assistance Company.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the bodily injury or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any claims for costs related to pregnancy or childbirth unless the claim is certified by a medical practitioner as necessary due to complications of pregnancy or childbirth.
6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the **Trip**.

#### **B. Emergency repatriation or evacuation of the Insured Person as a consequence of bodily injury or Illness**

1. Costs of **Your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home.
3. Repatriation of accompanying **Family and Couple** members where an **Insured Person** has been hospitalised or has died.
4. Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

#### **Exclusions applying to this Section – What is not covered**

1. Any costs of repatriation or evacuation as a result of **Your** taking part in any professional or organised sports, winter sports, racing, speed or endurance tests, dangerous pursuits unless agreed by **Us** or from an area which is considered by **Us** to be a **War Risk and Civil Hazards** area.
2. Any expense that **You** incur more than 12 months after the occurrence of the bodily injury or **Illness** to which the claim refers.

#### **C. Funeral expenses and body repatriation**

1. Cost of returning **Your** body or ashes to **Your** home address and/or the cost of cremation or burial in the country where death occurs.
2. Return travel and reasonable accommodation (room only), and subsistence expenses for one relative to travel out and accompany the remains.
3. Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

#### **Additional conditions applying to this Section**

1. All cover under this section must be prescribed or recommended by a medical practitioner. If **You** are admitted as an in-patient in a hospital/clinic **You** must notify **Our** Assistance Company immediately and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs, as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
2. **Our** Assistance Company's doctors have the authority on **Our** behalf to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
3. Where repatriation/evacuation is required, **We** will decide on the mode of transport taking into consideration **Your** medical condition, any medical requirements and the accessibility of **Your** location. The transport can be carried out by air ambulance, helicopter, scheduled or charter aeroplane, train, taxi and/or with other persons e.g. on scheduled or charter flights (economy class).



4. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation (WHO) or United Kingdom public health authority prior to **Your** travel including malaria medication. If **You** fail to take such precautions and it is determined that the **Illness** is a result of **Your** negligence, **Your** cover under this section may be void.

## SECTION 4 – PERSONAL ACCIDENT

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This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in the **Summary of Cover**, who sustains bodily injury as a sole and direct result of an accident during the **Trip** giving rise to Death occurring within 12 months of the accident, loss of one or more limbs, or one or both eyes 50%, permanent total disablement 100%.

### Exclusions applying to this Section – What is not covered

1. Any insurance event arising as a consequence of a **Nuclear, Chemical or Biological Terrorism Act**.
2. Any bodily Injury which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War Risk and Civil Hazards** area
  - i. Any insurance event arising from **You** being the driver, rider or passenger of a quad bike, all-terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not
  - ii. **Your** participation in any professional or organised sports, winter sports, racing, speed or endurance tests or dangerous pursuits.

## SECTION 5 – PERSONAL EFFECTS AND MONEY

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Loss of or damage to luggage and personal effects, cash, travel tickets all being owned and taken on the **Trip**, or purchased during the **Trip**, by **You**.  
Conditions: **You** shall

1. Take all reasonable care for the supervision of the property.
2. Immediately report all loss or damage to property to either the police or other relevant authority and obtain from them a written report in substantiation of the claim. All necessary action to recover the property should be undertaken and produce receipts or other evidence of value and ownership should be provided where possible and in any event in respect of any item valued in excess of **£100**. Where this is not done liability shall be limited to **£100**.
3. Retain all damaged items.  
The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **We** may at **Our** option replace, reinstate or repair the lost or damaged items.
4. Loss or damage to spectacles or sunglasses will be limited to **£150** in total.

### Exclusions applying to Luggage and Personal Money

1. Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit.
2. Telecommunications and motor vehicle related equipment and accessories
3. Loss or damage to:-
  - (a) Dentures, or hearing aids, dental or medical fittings
  - (b) Sports equipment and protective clothing – whilst in use.
4. Loss or damage in the custody of an airline or other carrier recoverable from such carrier.
5. Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

## SECTION 6 – LUGGAGE DELAY

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If **Your** entire luggage is temporarily lost or delayed in transit on the outward journey and not returned to **You** within 12 hours of the discovery of same **We** will pay **You** up to the sum insured with a payment up to **£100** for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**.

## SECTION 7 – PERSONAL LIABILITY

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This section of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, in relation to personal liability.

1. Costs and expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Cover** resulting in:
2. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family** or household or of a person in **Your** service.
3. Bodily injury, death or disease to any third party who is not an **Insured Person**, a member of **Your Family and Couple** or household or in **Your** service.

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

### Exclusions applying to this Section – What is not covered

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

### Additional conditions applying to this Section

1. If **You** know of any insurance event, which may result in a claim under this section **You** must
  - i. Inform **Us** in writing without delay
  - ii. Send all correspondence and legal documents to **Us** unanswered
  - iii. Not discuss liability with any third party.
2. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
3. **We** are entitled to take over the defense and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may at **Our** own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. Where more than one **Insured Person** is involved in the same insurance event, the maximum **We** will pay in total is **£2,000,000**. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

## SECTION 8 – LEGAL COSTS AND EXPENSES

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Important – cover under this section is underwritten and administered by **DAS Legal Expenses Insurance Company Limited (DAS)**. The legal advice service is provided by **DAS Law Limited** and or a **Preferred Law Firm** on behalf of **DAS**.

## DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

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

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

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the **Insured Incident** is during the **Policy Period**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **Countries Covered** and
4. the **Insured Incident** happens within the **Countries Covered**.

### What DAS will pay

**DAS** will pay an **Appointed Representative**, on the **Insured Person's** behalf, **Costs and Expenses** incurred following an **Insured Incident**, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000.
- b. the most **DAS** will pay in **Costs and Expenses** is no more than the amount **DAS** would have paid to a **Preferred Law Firm**. The amount **DAS** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **DAS** within the time limits allowed that the **Insured Person** wants to appeal. Before **DAS** pay the **Costs and Expenses** for appeals, **DAS** must agree that **Reasonable Prospects** exist.
- d. for an enforcement of judgment to recover money and interest due to the **Insured Person** after a successful claim under this section, **DAS** must agree that **Reasonable Prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **Costs and Expenses** is the value of the likely award.

### What DAS will not pay

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

### Definitions applicable to this Section

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

**Appointed Representative** - The **Preferred Law Firm**, law firm or other suitably qualified person **DAS** will appoint to act on behalf of the **Insured Person**.

### Costs and Expenses

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

**Countries Covered** - Worldwide.

**DAS** - DAS Legal Expenses Insurance Company Limited.

**DAS Standard Terms of Appointment** - The terms and conditions (including the amount **DAS** will pay to an **Appointed Representative**) that apply to the

relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

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

**Insured Incident** - A specific or sudden accident that causes death or bodily injury to the **Insured Person**.

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

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

**Reasonable Prospects** - The prospects that the **Insured Person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **Preferred Law Firm** on **DAS'** behalf, will assess whether there are **Reasonable Prospects**.

### What is covered

1. **Costs and Expenses** to pursue an **Insured Person's** legal rights following a specific or sudden accident that causes death or bodily injury to the **Insured Person**.

### What is not covered

**DAS** will not pay for the following:

1. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
3. Defending an **Insured Person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Clinical negligence.

### Exclusions applying to this Section – Also see General policy exclusions

1. A claim where an **Insured Person** has failed to notify **DAS** of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before **DAS'** written acceptance of a claim.
4. Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
5. Any legal action an **Insured Person** takes that **DAS** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **DAS** or the **Appointed Representative**.
6. A dispute with **DAS** not otherwise dealt with under section condition 7.
7. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. Any **Costs and Expenses** that are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.
9. Any claim against ERGO Travel Insurance Services Ltd, Great Lakes Insurance SE or their respective agents.
10. Any claim where **You** are not represented by a law firm or barrister.

### Conditions applying to this Section

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **Preferred Law Firm** as the **Insured Person's Appointed**

**Representative** to deal with the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.

- b. If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
  - c. If the **Insured Person** chooses a law firm as their **Appointed Representative** which is not a **Preferred Law Firm**, **DAS** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
  - d. The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **Insured Person** must co-operate fully with **DAS** and the **Appointed Representative**.  
b. An **Insured Person** must give the **Appointed Representative** any instructions that **DAS** ask an **Insured Person** to give.
3. a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **DAS'** written consent.  
b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further Costs and Expenses.  
c. **DAS** may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle any claim in an **Insured Person's** name. An **Insured Person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so.
4. a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **DAS** ask for this.  
b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **Appointed Representative**.
6. If an **Insured Person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **Appointed Representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **Insured Person** any **Costs and Expenses** **DAS** has paid.
7. If there is a disagreement between the **Insured Person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **Insured Person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **Insured Person** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs

of the arbitration. For example, costs may be split between the **Insured Person** and **DAS** or may be paid by either **You** or **DAS**.

8. **DAS** may require an **Insured Person** to get, at the **Insured Person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured Person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
9. An **Insured Person** must:
  - a. keep to the terms and conditions of this section
  - b. take reasonable steps to avoid and prevent claims
  - c. take reasonable steps to avoid incurring unnecessary costs
  - d. send everything **DAS** asks for, in writing, and
  - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
  - a. a claim an **Insured Person** has made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, an **Insured Person** is the only person who may enforce all or any part of this **Policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### **Eurolaw Legal Advice**

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

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

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

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

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

### **Data Protection**

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information. **DAS** may collect personal details including name, address, date of birth, email

address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from the **Insured Person**, the third party dealing with **Your** claim or from the authorised partner who sold this **Policy**.

### Who DAS are

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by **DAS'** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How DAS will use Your Information

**DAS** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **DAS** UK Group, so they may contact **You** for **Your** feedback. If the **Policy** includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**DAS** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

### What Is DAS' legal basis for processing Your information?

It is necessary for **DAS** to use the personal information to perform **Our** obligations in accordance with any contract that **DAS** may have with the person taking out this **Policy**. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **Policy**.

### How long will Your information be held for?

**DAS** will retain personal data for 7 years. **DAS** will only retain and use the personal data thereafter as necessary to comply with **DAS** legal obligations, resolve disputes, and enforce **DAS'** agreements. If **You** no longer want **DAS** to use the personal data, please contact **DAS** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### What are Your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH  
Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If **You** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

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

[www.ico.org.uk](http://www.ico.org.uk)

## SECTION 9 – COVID-19 COVER

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PLEASE NOTE: this section of cover will be extended to Section 1: Cancellation and **Curtailment** and Section 3: Emergency Medical and Repatriation Expenses of **Your Policy** as follows:

### A. Cancellation and Curtailment

This sub- section of the **Policy** sets out the cover **We** will provide to each **Insured Person** per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable cancellation or **Curtailment** of a **Trip** in relation to all travel charges that **You** have paid and/or are contracted to pay before the booked departure date and which **You** cannot recover, as a result of any of the following events:

1. The necessary and unavoidable cancellation as a result of **You**, **Your Immediate Relative**, a member of **Your** household or travelling companion or a friend with whom **You** had arranged to stay has a diagnosis of COVID-19 within 14 days of **Your** booked departure date, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.
2. **You** are denied boarding on **Your** pre-booked outbound travel due to **You** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

Where **You** have to **Curtail Your Trip** as a result of:

1. Death of **Your Immediate Relative** or a member of **Your** household living in the **United Kingdom**, as a result of COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.
2. The hospitalisation as a result of COVID-19 for treatment with mechanical ventilation, of **Your Immediate Relative** or a member of **Your** household living in the **United Kingdom**.

In addition, where **You** are unable to continue with a pre-booked excursion following **Your** self-isolation as ordered by a relevant Government authority due to contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

Please note if **You** are **Curtailing Your Trip** payments will be calculated on a pro-rata basis taking into consideration unused accommodation and excursions.

### B. Emergency medical and repatriation expenses

This sub-section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains an unforeseen medical emergency during a **Trip** outside the **United Kingdom**



as a result of **You** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

**We** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in **Summary of Cover** on page 2, which are necessarily incurred in respect of the following:

1. Reasonable and necessary medical and hospital expenses, including the cost of the rescue service to take **You** to hospital.
2. Returning **You** to the **United Kingdom** provided this is authorised by **Us** or **Our** Assistance Company.
3. The cost of a medical escort where this is deemed necessary by **Us** or **Our** Assistance Company, in the event of **Your** emergency repatriation to the **United Kingdom**.
4. Reasonable additional travel and accommodation expenses (room only) for **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**.
5. Reasonable additional travelling and accommodation expenses to repatriate **You** to the **United Kingdom** when **You** are denied boarding on **Your** pre-booked return travel due to **You** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.
6. Confinement benefit: a benefit payment of £30 for each complete 24 hour period up to £300 where **You** are ordered into self-isolation in **Your** holiday accommodation by a relevant Government authority, as a result of **You** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.0

#### **Exclusions applying to all sub-sections in this Section – What is not covered**

**Applicable in addition to any exclusion listed under Section 1 – Cancellation and Curtailment and Section 3 – Emergency Medical and Repatriation Expenses of this Policy including anything mentioned in the General Policy Exclusions.**

1. Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
2. Claims arising directly or indirectly from COVID-19 that results in a national or local lockdown or any restrictions of movement affecting the area where **Your** home is located in the **United Kingdom**, the country or specific area or event to which **You** were travelling to or through.
3. Any claim where **You** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **You** purchased, renewed or extended this insurance, or at the time of booking any **Trip**, whichever is later, or in the case of claims under sub-section B, started **Your Trip** whichever was later.
4. **Your** quarantine when it has been imposed on a community, geographic location or vessel or travellers returning from a specified location, imposed by a government or public authority.
5. Any claim where **You** contract COVID-19 and **You** have not had the recommended vaccination(s) (consideration will be given where **You** were medically unable to have the vaccination, and this is shown in **Your** medical records).
6. Any claim where **You** have not returned to the **United Kingdom** when advised to do so by the UK Government including the Foreign, Commonwealth & Development Office (FCDO).
7. Any claim arising as a result of **You**, or **Your** travelling companion being unable to complete the full COVID-19 vaccination course before **Your** scheduled departure date due to delays in supply, or changes in Government policy.

8. Any claim where **You** have travelled during a Government imposed lockdown.
9. Any claim where **You** do not hold the required confirmation of vaccination documentation, for example a vaccination passport.
10. Any costs incurred by **You** which **You** are eligible to recover from **Your** tour operator, airline, credit/debit card provider or any other source.
11. Any claim made under the COVID-19 cover section in addition to a claim under either Section 1 - Cancellation and **Curtailment** or Section 3 - Emergency Medical and Repatriation Expenses.

### **Additional conditions applying to these sub-sections**

**In addition to the additional conditions applying to Section 1 - Cancellation and Curtailment and Section 3 - Emergency Medical and Repatriation Expenses of this Policy the following will apply:**

**We will require (at **Your** own expense) the following evidence where relevant:**

1. A copy of the positive test result for COVID-19 **You** received from a registered medical practitioner.
2. Written confirmation from the scheduled public transport operator (or their handling agents) confirming the exact reason for which **You** were denied boarding, together with details of any alternative transport offered.
3. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
4. Any other official document or medial report confirming **Your** diagnosis for COVID-19 which leads to **Your** self-isolation, or need to cancel **Your Trip**.

## **GENERAL POLICY CONDITIONS**

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

### **Commencement of cover**

Cover for cancellation commences for Single Trip policies on the 'issue date' shown on **Your Policy Schedule**, cover commences from the effective date when **You** leave **Your** usual place of residence to commence the **Trip**, and continues until the time of **Your** return to **Your** usual place of residence on completion of the **Trip** or expiry of the **Period of Cover** (whichever is the earlier).

### **Fit to travel**

When booking **Your Trip** or purchasing this **Policy**, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel and participate in any activities and excursions that **You** have planned during **Your Trip**.

### **Third party contracts act**

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

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

## **GENERAL POLICY EXCLUSIONS**

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These exclusions apply to all sections of **Your Policy**. In addition, individual sections of cover may have specific exclusions which apply only to those sections.

**We** will not pay for any loss, damage, cost or expense directly or indirectly caused by:

**1. Active Participation:**

- a. The act of an **Insured Person**, whether a combatant or non combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War Risks and Civil Hazards** or **Terrorism**; or
- b. The act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War Risks and Civil Hazards** or against the advice of the Foreign and Commonwealth Office (FCO).

See: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

**2. Aviation**

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

**3. Civil authorities**

The confiscation, retention, impounding or destruction of property by any Customs authority, Government or other civil authority.

**4. Claims recoverable from another source**

Any losses recoverable from any other source. Where another insurance policy covers the same risk, **We** will only pay **Our** proportionate share of a valid claim.

**5. Climbing and jumping**

**You** climbing on top of, or jumping from a vehicle, or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from on an external fire-escape or stairs) regardless of the height, unless **Your** life is in danger or **You** are attempting to save human life.

**6. Consequential Loss**

Any losses that are not directly associated with an insurance event causing the claim, for example loss of earnings if **You** are unable to work or the cost of replacing locks if **You** lose keys.

**7. Coronavirus**

Claims arising from or related to any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to COVID-19 claims under Section 9 – COVID-19 cover.

**8. Cyber-attack** (see "Words with special meanings")

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

**9. Decompression**

Any medical consequences of flying less than 24 hours after a scuba dive.

**10. Default**

The negligence, error or omission of:

- a. An **Insured Person**; or
- b. Any provider of transport or accommodation; or
- c. Any agent or online booking service through which travel arrangements were made; or
- d. Any business colleague; or
- e. Any **Immediate Relative**.

**11. Depreciation**

Depreciation, wear and tear and currency exchange losses.

**12. Disinclination**

**Your** unwillingness or refusal to travel.

**13. Epidemic/Pandemic**

Any epidemic or pandemic as declared by the World Health Organisation.

**14. Foreseeable circumstances**

Any circumstances, such as Strike or Industrial Action, that were known or could reasonably have been anticipated at the time an **Insured Journey** was booked or the **Policy** or cover was purchased, whichever is later.

## **15. Hazardous Activities and Sports**

**Your** participation in any professional or organised sports, winter sports, racing, speed or endurance tests, dangerous pursuits unless agreed by Us.

## **16. Manual work**

Manual work involving the operation of plant or machinery, the use of power tools or any work above or below ground level (except for work at floor level in a fully constructed multi-storey building).

## **17. Failure to take medical precautions, advice and treatment**

**Your** failure to:

- a. Obtain any recommended vaccinations (including COVID-19 where it has been offered to **You**), inoculations or preventative medications in a timely manner before an **Insured Journey**; or
- b. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; or
- c. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating medical practitioner abroad.

## **18. Nuclear, biological and chemical hazards**

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear machinery or parts; or
- b. The use of nuclear, biological or chemical weapons, or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

## **19. Pressure waves**

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

## **20. Safety equipment and instructions**

Bodily injury or death occurring as a consequence of **You** participating in hazardous activities and sports arising from **Your** failure to:

- a. Correctly wear or use any safety equipment customarily worn, such as a helmet, harness, safety line or lifejacket; or
- b. Follow the safety instructions and guidance provided by activity organisers, instructors and guides, where applicable.

## **21. Failure to wear a seatbelt**

Bodily injury or death occurring as a consequence of **You** not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

## **22. Self-Injury**

- a. **Your** wilfully, self-inflicted bodily injury or **Illness**, suicide or attempted suicide; or
- b. **Your** self-exposure to needless peril, except in an attempt to save human life; or
- c. Any form of alcohol abuse including alcohol withdrawal or **You** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim. (**We** do not expect **You** to avoid alcohol on **Your Trip** but **We** will not cover any claim arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected); or
- d. **Your** use of any drugs, including solvents and so-called legal highs, other than drugs taken in accordance with treatment prescribed and directed by a medical practitioner but not for the treatment of drug or alcohol addiction.

## **23. Swimming pool**

**Your** unauthorised use of a swimming pool outside of the specified opening times.

## **24. Terrorism/Terrorist Act** (see "Words with special meanings")

This exclusion will not apply to the following sections of cover:

- a. Emergency medical and repatriation expenses; and
- b. Personal accident.

## **25. Unlawful acts**

- a. Any unlawful act deliberately or intentionally committed by an **Insured Person**; or
- b. The operation of law or the order of any court; or
- c. Civil or criminal proceedings against anyone on whom **Your Insured Journey** depends.

## **26. War Risks and Civil Hazards (see "Words with special meanings")**

**Your** presence in an area which is subject to **War Risks and Civil Hazards** unless **Your** presence in such an area is due to:

- a. The unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or
- b. **Your** involuntary diversion, transit or stopover as a result of hijack, kidnap or other occurrence beyond **Your** control; or
- c. The sudden, unexpected occurrence of **War Risks and Civil Hazards** in an area previously in a state of peace at the time **You** entered the area; and in such cases **You** will be covered for a maximum period of 72 hours from **Your** involuntary arrival in such an area or, where **You** are already present in an area previously in a state of peace, from the time when **War Risks and Civil Hazards** first occurs, provided that:
  - a. **You** make all reasonable efforts to leave the affected area at the first opportunity; and
  - b. **You** are not involved in **Active Participation**.

## **MAKING A CLAIM**

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1. Before making a claim, please check the **Policy Schedule** and **Policy Wording** to see whether **You** have cover.
2. Please remember to keep relevant original receipts and reports (not photocopies), as they will be required for any claim. **You** must be able to document all expenses incurred.
3. Remember to quote **Your Policy** number.

### **For medical emergency, medical related expenses, repatriation and evacuation claims**

Please call **Our** Assistance Company Tel. 01403 288167 or from abroad +44 1403 288167 at any time of the day or night.

1. Please call **Our** Assistance Company as soon as possible for cases involving hospitalisation or if **You** need a medical referral.
2. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.

### **For all other Non medical claims**

Please contact Wrightsure Travel Insurance claims, Davies Building, PO Box 1392, Preston, PR2 0XE.

Tel: 01403 288 170

Email: [travelclaims@davies-group.com](mailto:travelclaims@davies-group.com)

### **For Legal Costs and Expenses claims**

Please contact DAS Legal Expenses Insurance Company Limited.

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Tel: +44 (0)117 934 0548

Email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Claims should be notified as soon as possible after **You** become aware of the insurance event.

**No interest shall be added to any claims payments.**

## Other insurance

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

## Rights and responsibilities

**We** will be entitled to take over and conduct in **Your** name (at **Our** expense) the defense or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require.

## Complaints

**We** aim to provide the highest service standards at all times, however, if for any reason **You** are not satisfied, **We** would like to hear from **You**. The procedure below has been put in place to ensure that **Your** concerns are dealt with promptly and fairly. Please remember to quote **Your** name as shown on **Your Policy Schedule** and the **Policy** number and, if **Your** complaint is about a claim, the claim number in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

The Managing Director, ERGO Travel Insurance Services Ltd, Afon House,  
Worthing Road, Horsham, West Sussex RH12 1TL  
Email: [contact@ergo-travel.co.uk](mailto:contact@ergo-travel.co.uk)

If **You** wish to make a specific complaint about the legal expenses section of **Your Policy: Section 8 – Legal Costs and Expenses**, please forward details of **Your** complaint to:

Customer Relations Department,  
DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
Tel: 0344 893 9013 Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If a complaint still cannot be resolved to **Your** satisfaction, **You** have the right to refer to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: 0800 023 4567

The Financial Ombudsman Service can only deal with **Your** claim after **You** have followed the full complaints procedure.

## Fraud detection and prevention & claims history

**You**, or anyone acting for **You** must not act in a fraudulent manner.

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the Police, loss adjustors and other third parties that **We** engage to investigate claims;
2. Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We**, and other organisations involved in the administration of **Your Policy**, may also search these agencies and databases to:-
  - a. Help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
  - b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
  - c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;

- d. Undertake credit searches and additional fraud searches.
- e. **We** can supply on request further details of the databases **We** access or contribute to when **We** investigate claims, **We** may conduct searches of publicly accessible information about **You** available on the internet, including using sources such as search engines and social media.

## **Data protection notice**

### **Consent**

**We** will only use **Your** personal data when the law allows **Us** to. Most commonly **We** will use **Your** personal data under the following two circumstances:

1. When **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your Policy**, to be collected and processed by **Us** in accordance with this Data Protection Notice.
2. Where **We** need to perform the contract which **We** are about to enter into, or have entered into with **You**.

### **How we use Your Personal Data**

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

**We** collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processors are Wrightsure Services (Hampshire) Ltd and their sub-agent.

### **Special Categories of Personal Data**

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

### **Sharing Your Personal Data**

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

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

**We** may transfer **Your** personal data outside of the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

### **Your Rights**

**You** have the right to ask **Us** not to process **Your** personal data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **We** hold **Your** personal data on paper or in electronic form.

**Your** personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

### **Further Information**

Any queries relating to how **We** process **Your** personal data or requests relating to **Your** Personal Data Rights should be directed to:

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

Email: [dataprotectionofficer@ergo-travel.co.uk](mailto:dataprotectionofficer@ergo-travel.co.uk)

Tel: +44 (0) 1403 788 510

### **Financial Services Compensation Scheme (FSCS)**

**You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at:

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

or by calling 0800 678 1100 or 020 7741 4100.

### **Law applicable to Your contract**

The laws of the United Kingdom allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **You** live, unless otherwise agreed by **Us** in writing. The only exception is if **You** live in the Isle of Man when the law of England and Wales will apply to this contract.