



You travel.  
We care.

## Choose Product Version

[Full Travel Cover Insurance Terms & Conditions](#)

[Cancellation Insurance Terms & Conditions](#)

**ERV an Ergo Group Company**

## **ETI Full Travel Cover**

**Single trip travel insurance**

**Policy Wording**

## ETI Full Travel Cover

Welcome to ETI Full Travel Cover, single trip travel Insurance by **ERV**, an Ergo Group Company.

**ERV** is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G. and trades in the UK as ETI International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939.

email: [eti@travel-insurance.com](mailto:eti@travel-insurance.com)  
[www.erv.co.uk](http://www.erv.co.uk)

**ERV** is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://www.bafin.de)) and subject to limited regulation by the Financial Services Authority. Details of the extent of our regulation by the FSA are available from **us** on request. Our FSA registration number is 220041. **You** can visit the Financial Services Authority website, which includes a register of all regulated companies at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or **you** can telephone them on 0845 606 1234.

This insurance is available only to residents of the **United Kingdom** aged 79 or under who purchase their cover before they travel.

This **Policy** is a legal contract based on the information **you** supplied when **you** applied for this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have not withheld any material facts. **You** must tell **us** immediately if there are any relevant changes in **your** circumstances or to the information already given. Accurate information about pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **you** are not sure whether something is important, please tell us anyway as failure to do so may invalidate **your** insurance.

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

## Data protection - information uses

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

## Table of contents

ETI Full Travel Cover .....	2
Data protection - information uses.....	2
Table of contents.....	3
Important notes .....	4
<b>Age limitation</b> .....	<b>4</b>
<b>Pre-existing medical conditions</b> .....	<b>4</b>
Changes in health after issue of the Policy .....	6
Table of Benefits: sums insured & excesses .....	7
Words with special meanings .....	8
General policy conditions .....	11
General policy exclusions.....	12
Claims conditions .....	14
Section 1: Emergency medical and repatriation expenses.....	17
Section 2: Personal accident .....	20
Section 3: Cancellation.....	21
Section 4: Curtailment .....	23
Section 5: Travel delay and disruption.....	24
Section 6: Personal effects.....	26
Section 7: Luggage delay .....	27
Section 8: Personal liability.....	28
Section 9: Legal costs and expenses .....	30
Contact details .....	36

## Important notes

We wish to bring to **your** attention some of the important features of **your** ETI Full Travel Cover **Policy**. All the words and phrases in bold have special meanings and are defined under **Words with Special Meanings**.

### Age limitation

No cover is provided under this **Policy** for persons aged 80 or over at the time of purchase.

### Pre-existing medical conditions

This **Policy** does not cover any claim arising from:

- 1) **Your** known, suffered, diagnosed, or treated pre-existing medical condition(s).
- 2) **You** or anyone on whose health **your** trip may depend, having suffered from, or been treated for, or diagnosed with, any of the following medical conditions at any time before the issue date of **your Policy**:
  - a. a cardiovascular or heart related condition e.g. heart attack, angina, chest pain, hypertension, and the like;
  - b. a lung or respiratory related condition (not including asthma, when it is controlled and you have no other medical condition);
  - c. a cerebrovascular condition, e.g. stroke or T.I.A (transient ischaemic attack)
  - d. any form of cancer;
  - e. a psychiatric or psychological condition;
  - f. an organ transplant or dialysis
  - g. a terminal condition.
- 3) Any pre-existing medical condition for which **you** are:
  - a. taking or have been told to take prescribed medication; or
  - b. receiving treatment of any kind; or
  - c. on a waiting list for treatment; or
  - d. awaiting diagnostic tests or the results of diagnostic tests; or
  - e. travelling against medical advice; or
  - f. travelling to get medical treatment abroad
- 4) A medical condition of someone **you** were going to stay with, a relative, a business associate, a travelling companion, or anyone on whose health **your** trip may depend if **you** were aware of the medical condition at the time **your Policy** was issued.
- 5) A medical condition for which medical advice should have been sought before commencing **your** journey.

### Policy Excess

Claims under most sections of the **Policy** will be subject to **Policy Excess** which may vary according to **your** age. Where there is a **Policy Excess** you will be responsible for paying the first part of that claim. The amount of **Policy Excess** for each section of cover is shown in the **Table of Benefits** or in the relevant **Policy** Section.

### Reasonable care

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

### **Complaints**

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

### **Cooling off period**

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

### **Hazardous Activities and Sports**

The **Policy** will not cover **you** when **you** take part in **Hazardous Activities and Sports**, including winter sports.

### **Policy Wording**

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

### **Conditions and exclusions**

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

### **Policy Schedule**

The **Policy Schedule** shows important details including the dates between which you are covered, your premium amount and details of **Insured Persons** who are covered. Please keep it with the **Policy Wording**.

### **Your application and the principle of good faith**

This **Policy** is a legal contract based on the information **you** supplied when **you** applied for this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have not withheld any material facts. **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 **your** trip may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **you** are not sure whether something is important, please tell us anyway as failure to do so may invalidate **your** insurance.

### **Reciprocal health agreements**

If **you** are travelling to a European Union country **you** are strongly advised to obtain a European Health Insurance Card from **your** local post office. This will entitle **you** to benefit from the reciprocal health agreements which exist between EU countries. If **you** require medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

### **Fraudulent claims**

The making of a fraudulent claim is a criminal offence.

### **Medical expenses**

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

### **Personal effects claims**

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

**Policy limits**

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

**Governing law**

The law applicable to the part of the **United Kingdom** in which **you** reside governs **your** policy.

**Cyber-terrorism**

The **Policy** will not cover **you** for the consequences of **Cyber-terrorism**.

**Volcanic ash**

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

**Changes in health after issue of the Policy**

**You** must tell us if **your** state of health, or that of anyone on whose health **your** trip may depend, changes before **you** start an insured trip, i.e. if **you** or they develop a new condition or an existing condition worsens. Please contact ERV Change in Health Notification Helpline during normal office hours, Monday to Friday, 09.00-17.00. Tel: +44 (0)1403 249 303

If **you** do so **we** may cancel **your Policy** and refund **your** premium in full to allow **you** to find alternative insurance or **we** will cover the costs incurred by **you** to date in respect of loss of deposits and/or cancellation charges.

If **you** do not tell us about a change in **your** state of health, or that of anyone on whose health **your** trip may depend, within 7 days of becoming aware of such a change, **your** cover under this **Policy** may be void.

## Table of Benefits: sums insured & excesses

\* **Excess** is higher for persons aged over 64 years. Please refer to the relevant Policy Section.

\*\* Sum insured is lower for persons aged under 18 and over 64. Please refer to Section 2.

No	Section	Sum insured	Excess
1	Emergency medical & repatriation expenses - Hospital confinement abroad - Additional UK transport and accommodation costs - Funeral expenses in the United Kingdom - Emergency dental treatment	£5,000,000 £15 per 24 hours, max £300 £1,000 £1,000 £200	£75* Nil Nil
2	Personal accident - Death - Disablement	£10,000 ** £10,000	Nil Nil
3	Cancellation	£3,500	£75*
4	Curtailement	£3,500	£75*
5	Travel delay & disruption - Delay - Abandonment after 24 hours - Missed departure / disruption	£20 per 12 hours, max £100 £3,000 £3,000	Nil £75 £75
6	Personal effects / possessions - Single Item Limit - Valuables limit - Personal Money limit - Cash limit	£1,500 £250 £300 in total £500 in total £200 (£50 if under age 18)	£75
7	Luggage delay	£50 per 24 hours, max £100	Nil
8	Personal liability - Property damage - Bodily injury	£100,000 £2,000,000	£100 Nil
9	Legal costs and expenses	£25,000	Nil

## Words with special meanings

**Bodily Injury:** an injury caused solely by accidental external violent and visible means.

**Cash:** valid coins, bank and currency notes.

**Catastrophe:** avalanche, land-slide, explosion, fire, flood, tsunami, earthquake, volcanic eruption, hurricane, lightning, medical epidemic or pandemic, storm or tempest.

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

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

**Default:** negligence, error or omission.

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

**ERV/we/our/us:** Europäische Reiseversicherung A.G. trading in the UK as ETI International Travel Protection (except under Section 9 where Insurer/we/our/us/DAS refers to DAS Legal Expenses Insurance Company Limited.)

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

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

**Family and Couples:** the insured 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 aged up to 23 if in full-time education), living in the same household (except children when attending full-time education).

**Hazardous Activities and Sports:** any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing infirmity.

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

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

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

**Insured Journey:** a journey for leisure purposes from or within the United Kingdom, which commences and ends within the **Policy Period** and which includes pre-booked travel arrangements and overnight accommodation away from **your** normal place of residence.

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

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

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

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

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

**Policy/Policy Wording:** this document

**Policy Schedule:** the document which gives details of the policyholder, **Insured Person(s)**, **Policy** number, **Policy Period**, premium payable, endorsements applicable and geographical area in which cover is provided by this **Policy**.

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

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

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

**Relative:** mother, father, sister, brother, grandmother, grandfather, grandchild, relation in law, fiancée or **Family and Couples**

**Single Item Limit:** the maximum amount **we** will pay for any one article, pair or set belonging to **you**. A pair or set is any number of items that belong together or can be used together.

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

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

**Table of Benefits:** the table of sections of cover, sums insured and excesses which apply as set out above.

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

**Ticket price:** the total cost paid for a flight, including normal taxes, duties, surcharges and fees.

**United Kingdom / UK:** England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Channel Islands and the Isle of Man.

**Valuables:** jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs, and other digital media.

**War Risks and Civil Hazards:**

(a) any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, uprising or military usurped power (and whether declared or not) or United Nations or NATO enforcement action.

(b) explosion of war weapon(s), utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

## General policy conditions

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

### Age limitation

Cover is not provided to any person aged 80 or over at the start of the **Policy Period**. Reduced sums insured and/or higher **Policy Excess** may apply to persons aged under 18 and aged 65-79. Please read the **Policy** carefully.

### Cancelling the Policy

**You** may cancel this **Policy** within 14 days of its issue and provided that **you** have not started a trip or made or intend to make a claim, **we** will cancel the **Policy** and refund **your** premium in full. If **you** choose to cancel and a claim has been made under this **Policy** during the **Policy Period** or an **Insured Journey** has been started, **you** will not be entitled to any premium refund.

If there are changes in **your** health or the health of someone on whom **your** trip may depend, prior to travel, **we** may cancel **your Policy** immediately and refund **your** premium in full to allow **you** to find alternative insurance or **we** will cover the costs incurred by **you** to date in respect of loss of deposits and/or cancellation charges.

Otherwise **we** may cancel this **Policy** by giving **you** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **your** last known address. If we do, the premium **you** have paid for the rest of the current **Policy Period** will be refunded pro rata.

### Start of cover

Cover for cancellation starts on the *Date of issue* shown on your **Policy Schedule** and ends with the start of the **Insured Journey**. In respect of all other insurance in the **Policy**, cover starts from the *start date* shown on your **Policy Schedule** and ends on the *end date* or at the time of **your** return to **your** usual place of residence on completion of the **Insured Journey**, whichever is sooner.

### Family members

**Family** members are only insured under this **Policy** if they are named on the **Policy Schedule** and the appropriate premium has been paid. Children are only covered when travelling with **you** or **your** spouse or partner.

### Maximum duration

The maximum duration of an **Insured Journey** which can be covered under this **Policy** is 186 days.

### Medical examination

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

### Taking care

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

### **Third Party Contracts Act**

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

### **Transferring your interest in the Policy**

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

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

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

- a) provided that **your** presence in such country or area is:
  - (i) attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **you** are travelling, or
  - (ii) attributable to involuntary diversion or transit due to Hijack, Kidnap or other occurrence beyond **your** control, provided always that at the time of such Hijack, Kidnap or occurrence **you** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;
- b) for a maximum period of three days from the start of the hostilities or of the insurrection, where **you** are surprised by such events whilst out of **your** country of residence in a country which, until that time was in a state of peace.

## **General policy exclusions**

These exclusions apply to all sections of **your Policy**. Individual sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover.

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

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

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

**Business travel:** any business trip undertaken in relation to **your** employment or usual occupation.

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

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

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

**Default:** the **Default** of:

- (a) the **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 **Close Business Associate**; or
- (e) any **Relative**

**Depreciation:** depreciation, wear and tear and currency exchange losses.

**Disinclination:** unwillingness or refusal to travel.

**Hazardous Activities and Sports:** any claim arising out of participation in **Hazardous Activities and Sports**.

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

**Pre-existing medical conditions:** any claim arising out of a medical condition suffered, diagnosed, treated or investigated prior to travel.

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

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

**Rescue:** air and/or sea search and rescue.

**Self-injury:** any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or of a drug or drugs, other than those medically prescribed (but excluding medicines prescribed in the treatment of drug addiction), or substance or solvents abuse or venereal disease.

**Terrorism:**

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

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

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

## Claims conditions

### Fraud

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

### Making a claim

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

- 1) Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
- 2) Contact ERV Claims Service during normal office hours, Monday to Friday, 09.00 to 17.00, Tel: +44 (0)1403 788 515, e-mail [travelclaims@travel-insurance.com](mailto:travelclaims@travel-insurance.com) as soon as possible, quoting your **Policy** number and tell **us** what has happened.
- 3) In respect of Section 9 – *Legal costs and expenses* please contact DAS Legal Expenses Insurance Co. Ltd., DAS House, Quay Side, Temple Back, Bristol BS1 6NH (Tel: +44 (0) 117 934 2000, Fax: +44 (0) 117 934 2109.
- 4) Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

### Medical and medical-related expenses

- 1) For outpatient claims download a claim form from [www.erv.co.uk](http://www.erv.co.uk) (or from ERV Claims Service), which **you** should fill in and sent to ERV Claims Service, together with receipts for any medical costs **you** may have had to pay **yourself** such as prescription charges and the like. If **you** receive treatment as an outpatient **you** can wait until **you** return home to send **us your** claim. **You** must obtain and provide **us** with original receipts.
- 2) If **you** are admitted to a hospital or clinic as an in-patient, **ERV's Assistance Company** must be notified immediately, before incurring expenses and in any event within 48 hours.  
You should provide them with:
  - (i) A contact telephone number for you
  - (ii) The name and contact details of the hospital or clinic including telephone
  - (iii) The name and age of the patient
  - (iv) A description of the medical problem
- 3) If **you** are travelling within the European Economic Area and carrying the European Health Insurance Card, **you** should use the Card to reduce the claim. If you do so the **Policy Excess** will not apply.

### Cancellation or curtailment

- 1) If **you** cancel **your** trip for medical reasons, download a claim form from our website [www.erv.co.uk](http://www.erv.co.uk) (or from ERV Claims Service). **Your own Medical Practitioner** should complete the certificate/declaration on the claims form. If the holiday is curtailed for medical reasons, obtain a medical certificate from the treating **Medical Practitioner** in the locality where the incident occurred.
- 2) Keep receipts and account for all expenses incurred.
- 3) Notify the tour operator or travel agency where **your** trip was booked, if applicable.

- 4) Contact ERV Claims Service as soon as **you** know that there is a possibility of **your** journey not taking place.
- 5) Obtain authorisation from ERV Claims Service or **ERV's Assistance Company** before incurring any expenses in curtailing your trip.

#### **Travel delay and disruption**

- 1) Note that you must apply in a timely manner in the event of flight delay, to the airline or their handling agent for the compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights". If **you** fail to do so **your** claim may be denied.
- 2) To make a claim under the policy, **you** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
- 3) Download a claims form from our website [www.erv.co.uk](http://www.erv.co.uk). (or from **ERV** Claims Service).

#### **Personal effects**

- 1) For all loss or damage in transit claims, including delayed **Personal effects** report to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
- 2) For all damage claims obtain an estimate for repairs.
- 3) In the event of baggage delay, retain receipts for the purchase of essential replacement items.
- 4) **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
- 5) Download a claims form from our website [www.erv.co.uk](http://www.erv.co.uk). (or from **ERV** Claims Service).
- 6) **You** must retain and produce at **your** own expense all receipt, reports and documentary evidence required by **us** to support your claim.

#### **Legal costs and expenses**

Please contact DAS Legal Expenses Insurance Company Limited.  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
Telephone +44 (0)117 934 0625  
Fax: +44 (0)117 934 2109  
Email: newclaims@das.co.uk

Claims should be notified as soon as possible and, in any event no later than 180 days of your becoming aware of the **Insurance Event**.

#### **No interest**

No interest shall be added to any claims payments.

#### **Other insurance**

If **you** claim under this **Policy** for something which is also covered by another insurance policy, including credit card insurance, **you** 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 defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **you**

will give all such information and reasonable assistance as **we** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **ERV** (or **DAS** in respect of Policy Section 9).

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

### Helplines

ERV Change in Health Notification Helpline	tel	+44 (0)1403 249 303
ERV Emergency Assistance	tel.	+44 (0)1444 454 540
ERV Claims Service	tel.	+44 (0)1403 788 515

### Claims Forms (Non-emergency)

Visit **our** website to download claims forms and information sheet:  
[www.erv.co.uk/claims](http://www.erv.co.uk/claims) or call +44 (0)1403 788 515

### Complaints Procedure

**We** sincerely hope **you** will not need to complain about **your** insurance **Policy** or claims settlement. However, if **you** do wish to complain please forward details of **your** complaint to:

The Managing Director  
ETI International Travel Protection  
Afon House, Worthing Road,  
Horsham, West Sussex RH12 1TL, England  
email: [eti@travel-insurance.com](mailto:eti@travel-insurance.com)  
[www.erv.co.uk](http://www.erv.co.uk)

If **you** wish to complain under Policy Section 9: *Legal costs and expenses* please forward details of **your** complaint to:

The Managing Director  
DAS Legal Expenses Insurance Company Ltd.  
DAS House, Quay Side  
Temple Back, Bristol BS1 6NH.

If the matter still cannot be resolved to **your** satisfaction **you** should write to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Section 1: Emergency medical and repatriation expenses

### What is covered

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

#### A Emergency medical and transportation expenses as a direct result of Bodily Injury or Illness

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

### What is not covered

1. Admission to a private hospital/clinic unless approved by **ERV's Assistance Company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense which **you** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any costs arising from **your** Normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease of complication except where specifically covered under Section 3 Cancellation or Section 4 Curtailment. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medication which were known to be required or continued during the **Insured Journey**.
8. Costs of health or medical treatment provided in **your** country of residence.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **you** return to **your** country of residence.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by **us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet. .
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. Repair/Replacement of prosthetic limbs, eyes or hearing aids.
16. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **you** have used the European Health Insurance

Card to reduce the claim, in which case no **Excess** applies. Please refer to the **Table of Benefits** (and 17. below).

17. An excess of £200 applies to persons aged 65 to 69, £350 to persons aged 70 to 74 and £500 to persons aged 75-79.

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

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

**What is not covered**

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

**C Emergency repatriation or evacuation of the Insured Person as a consequence of a sudden Illness or accident.**

1. Costs of **your** repatriation to **your** country of residence or nearest qualified medical facility as determined by us provided **you** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **us** required on medical advice to escort **you** home.
3. Repatriation of accompanying **Family** members in case an **Insured Person** has been hospitalised or has died.
4. ERV travel insurance for one person summoned.

**What is not covered**

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

3. Any expense in your home country or country of residence.

#### **D Funeral expenses and body repatriation**

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

#### **What is not covered**

1. Any expense which **you** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.
2. Any expense in your home country or country of residence.

#### **Additional conditions applying to Policy Section 1**

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

## Section 2: Personal accident

### What is covered

This part of the **Policy** sets out the cover **we** provide in total per **Insured Journey** to each **Insured Person**, not exceeding the sum insured set out in the **Table of Benefits**, who sustains **Bodily Injury** as a sole and direct result of an accident during the **Insured Journey** giving rise to:

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

1. Persons aged 18 to 64 years: 100% of the sum insured shown in the **Table of Benefits**.
2. Persons under the age of 18 years or aged 65 to 79 years: 10% of the sum insured shown in the **Table of Benefits**.

### What is not covered

1. Persons aged 80 or over.

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

1. Persons aged 18 to 64 years: 100% of the sum insured shown in the **Table of Benefits**.
2. Persons under the age of 18 years or aged 65 to 79 years: 10% of the sum insured shown in the **Table of Benefits**.

### What is not covered

1. Persons aged 80 or over.

### Additional conditions applying to Section 2

- (a) Compensation for **Disablement** will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- (b) **Disablement** is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insurance Event** causing **Bodily Injury**.
- (c) It is a condition for payment of **Disablement** compensation under section B that the **Insured Person** is alive on the date of payment.
- (d) **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
- (e) If an **Insured Person** disappears but no death certificate has been issued, **we** will wait for a suitable period of time during which **we** will consider all available evidence and if **we** have no reason to suppose other than that death

has occurred as a result of an accident, **we** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **us**.

- (f) Any **Disablement** compensation that has been paid in connection with an **Insurance Event** subsequently resulting in death will be deducted from the sum insured for death.
- (g) The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **Disablement**.
- (h) A pre-existing disablement does not entitle the **Insured Person** to any higher assessment of compensation than if such disablement had not previously existed.
- (i) If an **Insured Person** is insured under more than one of **our** policies, **we** will not pay out more than the highest sum insured under any one of **our** policies in total.
- (j) If several **Insured Persons** suffer **Bodily Injury** in the same **Insurance Event**, **our** aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.
- (k) The **Insured Person** (or in case of death, the deceased's personal representatives (next of kin)) must provide **us** with satisfactory medical and other information or allow **us** access to full medical records and/or death certificates as requested.
- (l) The **Policy** does not cover **Bodily Injury** which is a consequence of an act of **Terrorism** in the form of a **Nuclear, Chemical or Biological Terrorism Act** or in **War Risks and Civil Hazards** areas.
- (m) The **Policy** does not cover **Bodily Injury** if the **Bodily Injury** is a consequence of participation in **Hazardous Activities and Sports**.

### Section 3: Cancellation

#### What is covered

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

- A All travel charges which you have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the trip which you are necessarily required to cancel as a result of:**
- 1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom you have arranged to travel or stay).
  - 2. **You** or any person with whom **you** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the trip, except as an expert witness in a professional capacity.
  - 3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **you** intend to travel provided that such notice of redundancy is advised to **us** within 14 days of its announcement.

4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling occurring at any time after **we** have accepted this insurance.
5. **Your** pregnancy, where confirmation of **your** pregnancy by a hospital or registered Medical Practitioner is announced to **you** after **you** have bought the travel insurance and after **you** have booked the **Insured Journey**, provided **you** immediately (within seven days) cancel your trip.

### **What is not covered**

1. Any cancellation of a trip which was booked more than 24 hours prior to the **Policy Period**.
2. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **you** booked your trip.
3. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication except where specifically covered under Section 1: Emergency medical & repatriation expenses. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
4. Any cancellation following **your** disinclination to travel or to continue with **your** trip or loss of enjoyment on **your** trip.
5. Any losses due to a carrier refusing to allow **you** to travel.
6. Any cancellation as a consequence of **Terrorism** including **your** fear of travelling.
7. Any cancellation of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office has currently issued a recommendation not to travel.
8. 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.
9. Any charges in respect of the **Insured Journey**
  - (i) for which there is no contractual liability; or
  - (ii) which are recoverable elsewhere.
10. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
11. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied unless due to a cause outside of **your** control.
12. Any claim arising from a psychological/mental illness suffered by **you** or a **Relative** whether travelling or not.
13. Any claim arising from a **Catastrophe**.
14. Any loss arising from failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travel to the USA)
15. The **Policy Excess**. Please refer to the **Table of Benefits** and 16. below.
16. An excess of £200 applies to persons aged 65 to 79.

### **Additional conditions applying to Section 3**

- (a) **You** are obliged to immediately advise **us** of any changed circumstances which become apparent after the date of issue of the **Policy** and before commencement of any trip during the **Policy Period** which **you** could reasonably foresee as likely to give rise to a claim under the **Policy**. **We** reserve the right to alter the terms of insurance in the light of such changed

circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **you** in respect of loss of deposits or charges, which **you** have necessarily incurred up to the date of advice to **us** of such changed circumstances.

## Section 4: Curtailment

### What is covered

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

**A All reasonable additional travel expenses incurred by you in returning to your home address in your country of residence where such return is urgently necessitated by:**

1. The death, serious **Illness** or severe injury of your **Relative** or **Close Business Associate**, where such **Relative** or **Close Business Associate**, is resident in **your** country of residence.
2. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **you** intend to travel provided that such notice of redundancy is advised after **your** departure.
3. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling occurring at any time after commencement of the **Insured Journey**.

### What is not covered

1. Any curtailment of a trip which was commenced prior to the **Policy Period** unless declared to and accepted by **us**.
2. Any curtailment as a consequence of **Terrorism**.
3. Any curtailment of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office has issued a recommendation "not to travel" after **your** departure from your country of residence.
4. Any curtailment arising from **your** Normal Pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication except where specifically covered under Section 1: Emergency medical & repatriation expenses. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described
5. Any expense following **your** disinclination to continue with **your** trip or loss of enjoyment on **your** trip.
6. Any expense arising from circumstances which could reasonably have been anticipated at the time **you** commenced **your** trip.
7. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail.
8. Any charges in respect of the **Insured Journey**
  - (i) for which there is no contractual liability; or
  - (ii) which are recoverable elsewhere.

9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied unless due to a cause outside of your control.
11. The **Policy Excess**. Please refer to the **Table of Benefits** and 12. below.
12. An excess of £200 applies to persons aged 65 to 79.

#### **Additional conditions applying to Section 4**

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

## **Section 5: Travel delay and disruption**

### **What is covered**

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits**, following travel delay and disruption.

#### **A Travel Delay on Outward Journey**

Delay to departure of flight on which the **Insured Person** is scheduled to travel of at least 12 hours.

1. An amount as shown in the **Table of Benefits** for each full 12-hour period that you are delayed.
2. Any claim as a consequence of terrorism will be limited to 50% of the sum insured.

#### **B Abandonment on Outward Journey**

Delay to departure of flight on which the **Insured Person** is scheduled to travel of at least 24 hours.

1. The **Ticket Price** (non-recoverable) if after 24 hours delay to **your** outward journey from **your** country of residence, **you** choose to cancel the holiday/journey. Such compensation cannot exceed the sum insured for Cancellation (Section 3).
2. Any claim as a consequence of terrorism will be limited to 50% of the sum insured.

#### **C Travel Disruption, Missed Departure or Catching up the Scheduled Itinerary occurring after having commenced the Outward Journey or in connection with the Return Journey**

Disruption of scheduled travel itinerary due to failure or delay of pre-booked public means of transport (to intermediary or return airports), or the missing of any pre-booked flight connection as a result of a failure or delay of any flights on which you are travelling.

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking until the **Insured Person** is able to resume the scheduled itinerary.
2. Any claim as a consequence of terrorism will be limited to 50% of the sum insured.

#### **D Travel Delay occurring en route to point of departure (outward or return journey) resulting in a Missed Departure**

An accident or breakdown involving the car or public means of transport in which **you** are travelling, or an accident causing a traffic holdup or in which **you** are involved by providing first aid which causes **you** to arrive at the airport, port or station **you** are leaving from too late to commence the pre-booked planned journey.

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking up to the sum Insured for each **Insured Person**.
2. Any claim as a consequence of terrorism will be limited to 50% of the sum insured.

#### **What is not covered A, B, C and D**

1. Delay caused by **Strike or Industrial Action** that started or was announced before **your** trip was booked.
2. Any costs or expenses arising from a Catastrophe
3. Costs or charges for which the airline, a car rental company, a transport or accommodation provider or other insurance policy will compensate **you**.
4. Circumstances that could reasonably have been anticipated at the date you bought the **Policy** or booked the **Insured Journey**.
5. **Policy Excess** may apply. Please refer to the **Table of Benefits**.

#### **Additional Conditions applying to Policy Section 5**

Each **Insured Person** must:

- (a) Take all reasonable steps to complete the scheduled journey on time.
- (b) Check in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption,
- (c) Comply with minimum check-in and connecting times or if not published allow 2 hours on international flights and 1 hour on domestic flights.
- (d) Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
- (e) Obtain a motor breakdown service or repairer's report if **you** miss **your** departure due to the breakdown of the private vehicle in which **you** were travelling.
- (f) Obtain a police accident report if **you** miss **your** departure because the private vehicle in which **you** were travelling was involved in an accident, or **you** were withheld as a witness.

- (g) Obtain written confirmation from the public transport provider if **you** miss **your** departure due to the failure or delay of the means of public transport on which **you** were travelling.
- (h) Apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 “Air Passengers Rights”.

## Section 6: Personal effects

### What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits** for the loss, damage or theft of Personal effects.

#### A Accidental loss, damage or theft of Personal effects

Loss or theft of or damage to **Personal Effects** belonging to **you**. **We** will cover at our option:

1. the intrinsic value; or
2. the cost of repair if more economical.

subject to **us** not paying more than the sum insured in total or more than the **Single Item Limit** and **Valuables** limit set out in the **Table of Benefits**.

### What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
  - (i) due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging;
  - (ii) due to atmospheric or climatic conditions;
  - (iii) during any process of cleaning, dyeing, repairing or restoring;
  - (iv) to **Sports Equipment** while in use;
  - (v) due to mechanical or electrical breakdown or derangement;
  - (vi) to any items being shipped as freight or under a bill of lading;
  - (vii) to **Personal effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - (viii) as a result of **Valuables**, fragile articles or electrical equipment being packed in suitcases or similar receptacles whilst in transit;
  - (ix) to optical equipment or contact lenses.
4. Any loss of unattended items left in a public place, or at your lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
5. Any loss or theft of, or damage to spectacles, contact lenses, sunglasses, hearing aids or prosthetic limbs, computer equipment, games consoles and electronic devices including but not limited to mobile phones, Blackberries, iPods, iPads, Kindles and the like and associated software.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
7. **Policy Excess** may apply. Please refer to the **Table of Benefits**.

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

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

1. Reasonable additional costs incurred in obtaining replacements.

### **What is not covered**

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

### **Additional Conditions applying to Section 6**

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

## **Section 7: Luggage delay**

### **What is covered**

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the **Table of**

**Benefits** for the Delay of **Personal effects** by more than 24 hours after the actual arrival time of the **Insured Person**.

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.

#### **What is not covered**

1. Losses in respect of any **Personal Effects/ Possessions** which are
  - (i) delayed on a return journey to the usual place of residence; or
  - (ii) whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

#### **Additional Conditions applying to Policy Section 7**

- (a) Baggage which fails to arrive in a timely manner must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained.
- (b) Any payment made for delay under Section 7 will be deducted from any subsequent payment made for loss, theft or damage under Section 6.

## **Section 8: Personal liability**

#### **What is covered**

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

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

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

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

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

#### **What is not covered**

1. Where legal liability arises directly or indirectly out of the **Insured Person's**

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

#### **Additional conditions applying to Section 8**

- (a) If **you** know of any **Insurance Event**, which may result in a claim under this section you must:
  - (i) inform **us** in writing without delay;
  - (ii) send all correspondence and legal documents to **us** unanswered;
  - (iii) refrain from discussing liability with any third party.
- (b) No admission, offer, promise, payment or indemnity may be made by **you** without our prior written agreement.
- (c) **We** are entitled to take over the defence and settlement of any claim against **you** in your name and have full discretion in the conduct of any proceedings and the settlement of any claim.
- (d) **We** may at **our** own expense take proceedings in **your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
- (e) If several **Insured Persons** (named on the **Policy Schedule**) are involved in the same **Insurance Event**, **our** aggregate limit shall not exceed £2,000,000. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.

## Section 9: Legal costs and expenses

Important – cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**)

**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 **period of insurance**
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 **your** 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 event 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**
- (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, accountant 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 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).

#### **Date of occurrence**

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

#### **Insured person**

The person stated on the policy certificate 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**

For civil cases, 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), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS** behalf, will assess whether there are **reasonable prospects**.

#### **DAS**

DAS Legal Expenses Insurance Company Limited.

#### **Insured incident**

A specific or sudden accident that causes death or bodily injury to the **insured person**.

#### **Section exclusions (also see General policy exclusions)**

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

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. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
5. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **insured person**.
6. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter- claim.
7. Any claim relating to clinical negligence.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. Any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.
11. Any claim relating to written or verbal remarks that damage an **insured person's** reputation.
12. A dispute with **DAS** not otherwise dealt with under section condition 7.
13. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
14. A claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
15. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

16. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
17. A claim against **us, our agent, tour operator or travel agent**.
18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **insured person** travelling by air.

### Section conditions

1.
  - (a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer 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** or **DAS'** in-house lawyer 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** who 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**.
  - (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.
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 on behalf of an **insured person**. 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.
  - (d) Where a settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **DAS**.
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 and jury service 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 an **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS**' internal complaints procedure, an **insured person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **DAS** and an **insured person**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
  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 makes 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 its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
    - (a) a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
    - (b) a false declaration or statement is made in support of a claim.
  11. 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.
  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 **DAS** 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 member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

An **insured person** can contact **DAS'** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to call the **insured person** 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 an **insured person** calls outside these times, **DAS** will call the **insured person** back.

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

To contact the above service, phone **DAS** on +44 (0) 117 933 0625. When phoning, please quote **your** policy number.

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

## Contact details

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

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

ERV  
Afon House, Worthing Road,  
Horsham, West Sussex RH12 1TL, England  
Phone +44 (0)1403 249 303  
email [eti@travel-insurance.com](mailto:eti@travel-insurance.com)

ERV Change in Health Notification Helpline  
Phone +44 (0)1403 249 303

ERV Emergency Assistance Helpline  
Phone +44 (0)1444 454 540

ERV Claims Service  
Phone +44 (0) 1403 788 515  
email [travelclaims@travel-insurance.com](mailto:travelclaims@travel-insurance.com)

ERV is a member of:

The Financial Ombudsman Service  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Association of British Insurers  
[www.abi.org.uk](http://www.abi.org.uk)

The Financial Services Compensation Scheme  
[www.fscs.org.uk](http://www.fscs.org.uk)

The European Travel Insurance Group – ETIG  
email [secretariat@eti-group.biz](mailto:secretariat@eti-group.biz)  
[www.eti-group.biz](http://www.eti-group.biz)

ERV have access to the Euro-Center network with offices around the world. USA – PPO: HAA Preferred Partners LLC.

# ERV an Ergo Group Company

## ETI Prime Plus Cancellation Policy Wording

### Single trip cancellation and baggage insurance

Welcome to Prime Plus Cancellation Insurance by **ERV**, an Ergo Group Company.

**ERV** is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G. and trades in the UK as ETI International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939.

email: [eti@travel-insurance.com](mailto:eti@travel-insurance.com)  
[www.erv.co.uk](http://www.erv.co.uk)

**ERV** is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://www.bafin.de)) and subject to limited regulation by the Financial Services Authority. Details of the extent of our regulation by the FSA are available from **us** on request. Our FSA registration number is 220041. **You** can visit the Financial Services Authority website, which includes a register of all regulated companies at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or **you** can telephone them on 0845 606 1234.

This insurance is available only to residents of the United Kingdom aged 79 or under who purchase their cover before they travel.

This **Policy** is a legal contract based on the information **you** supplied when **you** applied for this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have not withheld any material facts. **You** must tell **us** immediately if there are any relevant changes in **your** circumstances or to the information already given. Accurate information about pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **you** are not sure whether something is important, please tell **us** anyway as failure to do so may invalidate **your** insurance.

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

### Data protection - information uses

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

## Table of contents

ETI Prime Plus Cancellation Policy Wording .....	1
Data protection - information uses .....	1
Table of contents .....	2
Important notes .....	3
<b>Age limitation .....</b>	<b>3</b>
<b>Pre-existing medical conditions .....</b>	<b>3</b>
Changes in health after issue of the Policy .....	5
Sums insured & excesses .....	5
Words with special meanings .....	5
General Policy conditions .....	8
General Policy exclusions .....	9
Claims conditions .....	11
Section 1: Cancellation .....	13
Section 2: Curtailment .....	14
Section 3: Baggage .....	15
Contact details .....	17

## Important notes

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

### Age limitation

No cover is provided under this **Policy** for persons aged 80 or over at the time of purchase.

### Pre-existing medical conditions

This **Policy** does not cover any claim arising from:

- 1) **Your** known, suffered, diagnosed, or treated pre-existing medical condition(s).
- 2) **You** or anyone on whose health **your** trip may depend, having suffered from, or been treated for, or diagnosed with, any of the following medical conditions at any time before the issue date of **your Policy**:
  - a. a cardiovascular or heart related condition e.g. heart attack, angina, chest pain, hypertension, and the like;
  - b. a lung or respiratory related condition (not including asthma, when it is controlled and you have no other medical condition);
  - c. a cerebrovascular condition, e.g. stroke or T.I.A (transient ischaemic attack)
  - d. any form of cancer;
  - e. a psychiatric or psychological condition;
  - f. an organ transplant or dialysis
  - g. a terminal condition.
- 3) Any pre-existing medical condition for which **you** are:
  - a. taking or have been told to take prescribed medication; or
  - b. receiving treatment of any kind; or
  - c. on a waiting list for treatment; or
  - d. awaiting diagnostic tests or the results of diagnostic tests; or
  - e. travelling against medical advice; or
  - f. travelling to get medical treatment abroad
- 4) A medical condition of someone **you** were going to stay with, a relative, a business associate, a travelling companion, or anyone on whose health **your** trip may depend if **you** were aware of the medical condition at the time **your Policy** was issued.
- 5) A medical condition for which medical advice should have been sought before commencing **your** journey.

### Policy Excess

Claims will be subject to **Policy Excess** which may vary according to **your** age. These are shown in the table **Sums insured and excesses**. Where there is a **Policy Excess you** will be responsible for paying the first part of each claim.

### Reasonable care

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

### Complaints

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

### **Cooling off period**

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

### **Policy Wording/Policy**

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

### **Conditions and exclusions**

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

### **Policy Schedule**

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

### **Your application and the principle of good faith**

This **Policy** is a legal contract based on the information **you** supplied when **you** applied for this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have not withheld any material facts. **You** must tell **us** immediately if there are any relevant changes in **your** circumstances or to the information already given. Accurate information about pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **you** are not sure whether something is important, please tell **us** anyway as failure to do so may invalidate **your** insurance.

### **Fraudulent claims**

The making of a fraudulent claim is a criminal offence.

### **Baggage claims**

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

### **Policy limits**

Each section of the **Policy** has limits on the amount **we** will pay under that section. Some sections also include inner limits e.g. for one item or for **Valuables** in total. These are shown in the table **Sums insured and excesses**.

### **Governing law**

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

### **Cyber-terrorism**

The **Policy** will not cover **you** for the consequences of **Cyber-terrorism**.

### **Volcanic ash**

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

## Changes in health after issue of the Policy

**You** must tell us if **your** state of health, or that of anyone on whose health **your** trip may depend, changes before **you** start an insured trip, i.e. if **you** or they develop a new condition or an existing condition worsens. Please contact ERV Change in Health Notification Helpline during normal office hours, Monday to Friday, 09.00-17.00. Tel: +44 (0)1403 249 303

If **you** do so **we** may cancel **your Policy** and refund **your** premium in full to allow **you** to find alternative insurance or **we** will cover the costs incurred by **you** to date in respect of loss of deposits and/or cancellation charges.

If **you** do not tell us about a change in **your** state of health, or that of anyone on whose health **your** trip may depend, within 7 days of becoming aware of such a change, **your** cover under this **Policy** may be void.

## Sums insured & excesses

No.	Section	Sum insured	(Age at inception)	Excess
1	Cancellation	Up to £3,500	under 65: 20% or £75 whichever is higher 66 to 70: 20% or £100 whichever is higher 71 to 74: 20% or £125 whichever is higher 75 to 79: 20% or £150 whichever is higher	
2	Curtailment	Up to £3,500	under 65: 20% or £75 whichever is higher 66 to 70: 20% or £100 whichever is higher 71 to 74: 20% or £125 whichever is higher 75 to 79: 20% or £150 whichever is higher	
3	Baggage	Up to £1,500 in total <ul style="list-style-type: none"> <li>• <b>Single Item Limit:</b> £250</li> <li>• <b>Valuables</b> limit: £300 in total</li> <li>• <b>Personal Money</b> limit: £500 in total</li> <li>• <b>Cash</b> limit: £200 in total (£50 if aged under 18)</li> </ul>		£75

## Words with special meanings

**Bodily Injury:** an injury caused solely by accidental external violent and visible means.

**Cash:** Valid coins, bank and currency notes.

**Catastrophe:** avalanche, landslide, explosion, fire, flood, tsunami, volcanic eruption, earthquake, lightning, medical epidemic or pandemic, hurricane, storm or tempest.

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

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

**ERV/ETI/we/our/us:** ERV.co.uk, a trading name of ETI International Travel Protection,

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

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

**Family and 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 21 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **you** or **your** spouse or partner.

**Hijack:** the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

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

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

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

**Insured Journey:** a trip booked at the same time as and together with the issue of the **Policy**.

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

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

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

organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

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

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

**Policy Excess/Excess:** the amount of money **you** will have to pay towards the cost of a claim.

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

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

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

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

**Relative:** mother, father, sister, brother, grandmother, grandfather, grandchild, relation in law, fiancée or **Family and Couples**

**Single Item Limit:** the maximum amount **we** will pay for any one article, pair or set belonging to **you**. A pair or set is any number of items that belong together or can be used together.

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

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

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

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

**Valuables:** jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs, and other digital media.

**War Risks and Civil Hazards:**

(a) any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, uprising or military usurped power (and whether declared or not) or United Nations or NATO enforcement action.

(b) explosion of war weapon(s), utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

## **General Policy conditions**

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

**Age limitation**

No cover is provided under this **Policy** for persons aged 80 or over at the time of purchase.

**Cancelling the Policy**

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

**Start of cover**

Cover for cancellation starts on the date the **Insured Journey** is booked and ends with the start of the **Insured Journey**. In respect of all other insurance in the **Policy**, cover starts from the effective date when **you** leave **your** usual place of residence to start an **Insured Journey**, and continues until the time of **your** return to **your** usual place of residence on completion of the **Insured Journey**.

**Family members**

**Family** members are only insured under this **Policy** if they are named on the **Policy Schedule** and the appropriate premium has been paid. Children are only covered when travelling with **you** or **your** spouse or partner.

**Maximum duration**

Cover is provided by the **Policy** for trips with a maximum duration of 186 days.

**Medical examination**

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

### **Taking care**

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

### **Third Party Contracts Act**

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

### **Transferring your interest in the Policy**

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

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

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

- a) provided that **your** presence in such country or area is:
  - (i) attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **you** are travelling, or
  - (ii) attributable to involuntary diversion or transit due to hijack, kidnap or other occurrence beyond **your** control, provided always that at the time of such hijack, kidnap or occurrence **you** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;
- b) for a maximum period of three days from the start of the hostilities or of the insurrection, where **you** are surprised by such events whilst out of **your** country of residence in a country which, until that time was in a state of peace.

## **General Policy exclusions**

These exclusions apply to all sections of the **Policy**. Individual sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover.

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

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

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

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

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

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

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

**Depreciation:** depreciation, wear and tear and currency exchange losses.

**Disinclination:** unwillingness or refusal to travel.

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

**Pre-existing medical conditions:** see *Important Notes*.

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

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

**Self-injury:** any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or of a drug or drugs, other than those medically prescribed (but excluding medication prescribed in the treatment of drug addiction), or substance or solvents abuse.

**Terrorism:**

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

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

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

## Claims conditions

### Fraud

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

### Making a claim

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

- 1) Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
- 2) Contact ERV Claims Service during normal office hours, Monday to Friday, 09.00 to 17.00, Tel:+44 (0)1403 788 515, e-mail [travelclaims@travel-insurance.com](mailto:travelclaims@travel-insurance.com) as soon as possible, quoting your **Policy** number and tell **us** what has happened.
- 3) Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

### Cancellation or curtailment

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

### Baggage

- 1) For all loss or damage in transit claims, report to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
- 2) For all damage claims obtain an estimate for repairs.
- 3) **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
- 4) Contact ERV Claims Service on **your** return to obtain a claims form or download one from our website [www.erv.co.uk](http://www.erv.co.uk).
- 5) **You** must retain and produce at **your** own expense all receipt, reports and documentary evidence required by **us** to support your claim.

### No interest

No interest shall be added to any claims payments.

### **Other insurance**

If **you** claim under this **Policy** for something which is also covered by another insurance policy, including credit card insurance, **you** must provide **us** with full details of the other insurance policy. **We** will only pay our pro rata share of any claim.

### **Rights and responsibilities**

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

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

### **Helplines**

ERV Change in Health Notification Helpline tel +44 (0)1403 249 303

ERV Emergency Assistance tel. +44 (0)1444 454 540

ERV Claims Service tel. +44 (0)1403 788 515

### **Claims Forms (Non-emergency)**

Visit **our** Website to download a claim form and information sheet:

[www.erv.co.uk/claims](http://www.erv.co.uk/claims) or call +44 (0)1403 788 515

### **Complaints Procedure**

**We** sincerely hope **you** will not need to complain about **your** insurance **Policy** or claims settlement. However, if **you** do wish to complain please forward details of **your** complaint to:

The Managing Director  
ETI International Travel Protection  
Afon House, 14 Bishopric,  
Horsham, West Sussex RH12 1TL, England  
email: [eti@travel-insurance.com](mailto:eti@travel-insurance.com)  
[www.erv.co.uk](http://www.erv.co.uk)

If the matter still cannot be resolved to **your** satisfaction **you** should write to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Section 1: Cancellation

### What is covered

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

- A All travel charges which you have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the trip which you are necessarily required to cancel as a result of:**
1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom you have arranged to travel or stay).
  2. **You** or any person with whom **you** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the planned period of the trip, except as an expert witness in a professional capacity.
  3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **you** intend to travel, provided that such notice of redundancy is advised to **us** within 14 days of its announcement.
  4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling occurring at any time after purchase of the **Policy**.
  5. **Your** pregnancy, where confirmation of **your** pregnancy by a hospital or registered Medical Practitioner is announced to **you** after **you** bought the **Policy** and booked the **Insured Journey**, provided **you** immediately (within seven days) cancel **your** trip.

### What is not covered

1. Any cancellation of a trip which was booked prior to the **Policy Period**.
2. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **you** booked your trip.
3. Any cancellation arising from **your** normal pregnancy, without any accompanying **Bodily Injury**, **Illness**, disease or complication.
4. Any cancellation following **your** disinclination to travel.
5. Any cancellation as a consequence of **Terrorism** including **your** fear of travelling.
6. Any cancellation of a trip due to the fear or risk of contracting an epidemic or pandemic virus/**Illness** unless the Foreign and Commonwealth Office has currently issued a recommendation "not to travel".
7. Any losses due to a carrier refusing to allow **you** to travel.
8. 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.
9. Any charges in respect of the **Insured Journey**
  - (i) for which there is no contractual liability; or
  - (ii) which are recoverable elsewhere.

10. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
11. Any costs or expenses arising from a **Catastrophe**.
12. Any additional costs or expenses arising by virtue of failure to check in or comply with the travel itinerary supplied.
13. Any claim arising from a psychological/mental illness suffered by **you** or a **Relative** whether travelling or not.
14. Any loss arising from failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travel to the USA)
15. The **Policy Excess**.

### **Additional conditions applying to Section 1**

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

## **Section 2: Curtailment**

### **What is covered**

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

#### **A All reasonable additional travel expenses incurred by you in returning to your home address in your country of residence where such return is urgently necessitated by:**

1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom you have arranged to travel or stay), where such **Relative** or **Close Business Associate**, is resident in **your** country of residence.
2. **You** or any person with whom **you** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the trip, except as an expert witness in a professional capacity.
3. **Your Kidnap** or the **Hijack** of the scheduled public transport on which **you** are travelling.
4. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **you** are travelling provided that such notice of redundancy is advised after **your** departure.

5. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling occurring at any time after commencement of the **Insured Journey**.

### **What is not covered**

1. Any curtailment of a trip which was commenced prior to the **Policy Period**.
2. Any curtailment as a consequence of **Terrorism**.
3. Any curtailment of a trip due to the risk of contracting an epidemic or pandemic virus/**Illness** unless the Foreign and Commonwealth Office has issued a recommendation "not to travel" after **your** departure from the UK.
4. Any costs arising from **your** Normal Pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication.
5. Any expense following **your** disinclination to travel or to continue with **your** trip or loss of enjoyment on **your** trip.
6. Any expense arising from circumstances which could reasonably have been anticipated at the time **you** commenced **your** trip.
7. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail.
8. Any charges in respect of the **Insured Journey**
  - (i) for which there is no contractual liability; or
  - (ii) which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any costs or expenses arising from a **Catastrophe**.
11. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
12. The **Policy Excess**.

### **Additional conditions applying to Section 2**

- (a) In respect of a trip curtailed due to **your Bodily Injury** or **Illness**, a doctor at the resort or the nearest town must confirm that such Curtailment was medically necessary. All Curtailment costs must be authorised in advance by **ERV's Assistance Company**. tel. +44 (0)1444 476 000.

## **Section 3: Baggage**

### **What is covered**

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in **Policy Schedule** for the loss, damage or theft of Baggage.

#### **A Accidental loss or theft of, or damage to Baggage**

Loss or theft of, or damage to, **Baggage** belonging to **you**. **We** will cover at our option:

- a. cost of replacement as new for items up to 1 year old; or
- b. the intrinsic value of items more than 1 year old; or
- c. the cost of repair if more economical.

subject to **us** not paying more than the sum insured in total or more than the **Single Item Limit** and **Valuables** limit set out in the table **Sums insured and excesses**.

### What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
  - (i) due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging;
  - (ii) due to atmospheric or climatic conditions;
  - (iii) during any process of cleaning, dyeing, repairing or restoring;
  - (iv) to **Sports Equipment** while in use;
  - (v) due to mechanical or electrical breakdown or derangement;
  - (vi) to any items being shipped as freight or under a bill of lading;
  - (vii) to **Baggage** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - (viii) as a result of **Valuables**, fragile articles or electrical equipment being packed in suitcases or similar receptacles whilst in transit;
  - (ix) to optical equipment or contact lenses.
4. Any loss of unattended items left in a public place, or at your lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
5. Any loss or theft of, or damage to spectacles, contact lenses, sunglasses, hearing aids or prosthetic limbs, computer equipment, games consoles and electronic devices including but not limited to mobile phones, Blackberries, iPods, iPads, Kindles and the like and associated software.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
7. The **Policy Excess**.

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

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

1. If the **Insured Person** is under the age of 18 **we** will not pay more than 20% of the sum insured for the loss of **Personal Money** and the sum insured for the loss of **Cash** is reduced to the amount shown in the table **Sums insured and excesses**.
2. We will pay reasonable additional costs incurred in obtaining replacements.

### What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses:
  - (i) occurring as a result of **Personal Money** or **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers or in transit outside of **your** control ;

- (ii) arising due to non-compliance with any of the terms of issue of any **Personal Money**;
  - (iii) not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained;
3. Any loss of unattended money left in a public place, or at your lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.
4. The **Policy Excess**.

### **Additional Conditions applying to Section 3 (Part A & B)**

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

### **Contact details**

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

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

ERV  
Afon House, Worthing Road,  
Horsham, West Sussex RH12 1TL, England  
Phone +44 (0)1403 249 303  
email [eti@travel-insurance.com](mailto:eti@travel-insurance.com)

ERV Change in Health Notification Helpline  
Phone +44 (0)1403 249 303

ERV Emergency Assistance Helpline  
Phone +44 (0)1444 454 540

ERV Claims Service  
Phone +44 (0) 1403 788 515  
email [travelclaims@travel-insurance.com](mailto:travelclaims@travel-insurance.com)

ERV is a member of:  
The Financial Ombudsman Service  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
The Association of British Insurers  
[www.abi.org.uk](http://www.abi.org.uk)

The Financial Services Compensation Scheme  
[www.fscs.org.uk](http://www.fscs.org.uk)  
The European Travel Insurance Group – ETIG  
email [secretariat@eti-group.biz](mailto:secretariat@eti-group.biz)  
[www.eti-group.biz](http://www.eti-group.biz)

ERV have access to the Euro-Center network with  
offices around the world. USA – PPO: HAA Preferred  
Partners LLC.