

# Group Holiday Travel Insurance

## Insurance from Rapidinsure.co.uk Ltd

### **Welcome to Rapidinsure**

Thank you for choosing Rapidinsure for your travel insurance. Within this package you will find all of your policy details. Please take time to read through all of the documents carefully, checking all your details are correct. Contact us if you have any queries regarding your certificate of cover.

Rapidinsure's Group Holiday Travel Insurance meets the demands and needs of those people who wish to ensure that costs incurred as a result of unforeseen events relating to holiday trips, are met.

If for any reason you decide not to accept this insurance you have 14 days from the later of the date of receipt of the policy documents or the date on which your cover starts to return the policy documents to Rapidinsure and confirm that you wish to cancel the cover.

By exercising your right to cancel, you withdraw from the contract of insurance as at the date of such notice. No later than 30 days after the date on which notice of cancellation is received, you will be reimbursed any sums which you have paid in connection with this policy.

If you do not exercise your right to cancel within the cancellation period, the contract will remain in force and all premiums will be payable in accordance with the terms of the policy.

This right to cancel does not exist if you have purchased a single trip Group Holiday Travel policy where the date that cover starts is within one month of the date on which the trip ends.

Rapidinsure may monitor or record calls between its advisers and customers to ensure a consistent quality of service.

*Rapidinsure.co.uk Ltd is an appointed representative of Berkeley Morgan Limited (Registered in England & Wales, Number 2600146 which is regulated and authorised by the Financial Services Authority.*

## SUMMARY OF COVER (per person)

Section of cover	Sum Insured	Excess
1) Cancellation*	Up to £3,000	£50
2) <i>Curtailment</i>	Up to £3,000	£50
3) Missed Departure	Up to £1,000	Nil
4) Travel Delay	Up to £100/ £3,000	£50 (excess on abandonment only)
5) Personal Accident	Up to £10,000	Nil
6) Medical Emergencies Expenses	Up to £5,000,000	£50
Provision of screened blood	Up to £50,000	£50
7) Medical Inconvenience Benefit	Up to £300	Nil
8) Personal Property*	Up to £1,500	£50
Single Article Limit	£250	£50
<i>Valuables</i> Limit	£300	£50
Sunglasses	£150	£50
Delayed Baggage		
Over 24 hours	£250	Nil
12 to 24 hours	£100	Nil
Personal <i>money</i>	£500	Nil
(cash only)	£200	Nil
9) Loss of Passport/driving licence	Up to £250	Nil
10) Person Public Liability	Up to £2,000,000	Nil
11) Legal Expenses	Up to £25,000	Nil
12) Winter Sports*		
<i>Ski Equipment</i>	Up to £750	£50
Single article Limit	£150	£50
Ski Hire	Up to £300	Nil
Delayed <i>Ski Equipment</i>	Up to £100	Nil
<i>Ski Pack</i>	Up to £250	£50
Piste Closure	Up to £300	Nil
Avalanche	Up to £150	Nil

\* Sections 1, 8 and 12 are optional and are only operative if *you* have paid the appropriate premium and they are shown as insured on *your* Certificate of Insurance.

**Please read the health declaration on page 3 carefully as this may affect your cover.**

## **IMPORTANT NOTES**

We wish to bring to *your* attention some of the important features of *your* Group Holiday Travel Insurance policy:

**HEALTH:** The policy does not provide any cover in respect of pre-existing medical conditions relating to the health of the people travelling and others upon whose well being the trip may depend. *You* are required to disclose the condition of such people prior to cover being issued and *you* must be aware that failure to disclose such matters will prejudice *your* position.

*You* **will not** be covered under this policy if at the time of taking out this insurance, as far as the persons insured are aware, any person on whom this insurance may depend:

1. is aware of any medical condition or set of circumstances, which could reasonably be expected to give rise to a claim?
2. is receiving or is on a waiting list for in-patient treatment in a hospital or nursing home;
3. has been treated as a hospital in-patient or been referred to a specialist consultant within the last **12 MONTHS**;
4. has ever been treated for a breathing, respiratory, cardiovascular or cerebrovascular condition, or malignant or heart-related condition;
5. is waiting for the results of tests or investigations for a medical condition;
6. has been diagnosed as having a terminal illness;
7. is travelling against the advice of a medical practitioner or in order to get medical treatment;
8. has been diagnosed as suffering from anxiety or depression or any other psychiatric condition or eating disorder before applying for insurance. Please see General Exclusion 2) on page 22;

*You* must tell *us* if *your* state of health changes before *you* commence any insured trip, i.e. if *you* develop a new condition. *We* have the right to amend, restrict or cancel cover under this policy.

**INSURANCE POLICY:** This contains full details of the cover provided plus the conditions and exclusions which apply to it. *You* must read the insurance policy carefully.

**CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and terms which apply to the whole policy.

**FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.

**MEDICAL EXPENSES:** Please note this section does not provide private health care unless specifically approved by the emergency service.

**PROPERTY CLAIMS:** These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.

**POLICY LIMITS:** Most sections of the policy have limits on the amount *we* will pay under that section. Some sections also include inner limits eg: for one item, or for valuables in total.

**POLICY EXCESSES:** Claims under most sections of the policy will be subject to an excess. Where there is an excess, *you* will be responsible for paying the first part of a 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 insurance policy includes a Complaints Procedure which tells *you* what steps *you* can take if *you* wish to make a complaint. Please see page 23.

**“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows *you* to return the policy and obtain a full refund if *you* have justifiable reason to be dissatisfied with the cover provided. Please see below.

**HAZARDOUS HOLIDAY ACTIVITIES:** The policy will not cover *you* when *you* take part in certain hazardous pursuits.

**DATE CHANGE EXCLUSION:** Changes in dates, and particularly the change of century, could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Certain section of *your* policy excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.

**GOVERNING LAW:** *Your* policy is governed by the law applicable to where *you* reside in the *United Kingdom*.

**PERSONS INSURED:** This Policy Wording along with the Certificate of Insurance confirms that those persons who have paid the required premium are insured under the policy number attaching to the Certificate of Insurance issued by Rapidinsure.co.uk Ltd on behalf of ETI – International Travel Protection, the UK Branch of Europäische Reiseversicherung AG, Munich, Germany, (ETI). Companies Registration No. FC 25660, BR 007939.

**PERIOD OF COVER:** Cancellation cover applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked trip (or earlier return to the *United Kingdom*). It also includes the period of travel from home directly to the departure point and back home directly afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

The cover under Section 1 – Cancellation – commences as soon as the trip booking is made and the premium has been paid. *We* cannot therefore, refund *your* premium after this date, except within the first 14 days of the policy being received or before *you* travel (whichever is sooner), if it does not meet *your* requirements.

**MATERIAL FACTS:** *We* must be informed of any facts, which is likely to influence *us* in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving *you* with no right to make a claim.

**ELIGIBILITY FOR COVER:** This policy is only available to persons resident in the *United Kingdom*.

**TRIPS:**

- a) This policy is only valid for trips commencing in and returning to the *United Kingdom*, which include at least one night pre-booked accommodation.
- b) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
- c) This policy is not valid for trips exceeding 31 days.

**LOSS OF PROPERTY/MONEY:** If *your money, valuables* or any items of *personal baggage*, are lost or stolen, *you* must notify the local police within 24 hours of discovery. Please make sure *you* get a copy of the police report. Failure to comply will result in *your* claim being turned down.

**WINTER SPORTS:** Winter sports trips are covered for persons under 65 years of age, provided that the appropriate premium has been paid and Winter Sports is shown as insured on *your* Certificate of Insurance

## **DEFINITIONS**

Wherever the following words and phrases appear in this policy they will always have these meanings. They are always shown in italics.

***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.

***Curtail/Curtailment*** – Return early to *your home*.

***Hazardous Pursuits*** – Any pursuit or activity where it is recognised there is an increased risk of injury or accident or can be reasonably expected to aggravate any existing infirmity (please discuss with *your* representative if *you* are in any doubt with full details of the activity in consideration). The following activities are examples of 'Hazardous Pursuits' and are not covered by this insurance:

Abseiling – American Football – Baseball – Big game hunting – BMX stunt riding – Boxing – Bungee jumping – Canoeing (white waters) – Football and cricket (if organised) – Dangerous expeditions – Endurance tests – Fencing – Gliding – Go-karting – Hang-gliding – High diving – Hockey – Ice hockey – Manual work – Marathon running – Martial arts – Micro-lighting – Motor rallying – Mountain biking – Mountaineering – Paint balling – Parachuting – Paragliding – Polo – Pot holing – Rock climbing – Rugby – Safaris with guns – Stunt events – War games – Water ski jumping – Weightlifting – White water rafting – Wrestling.

***Hi-jack*** – The unlawful seizure or wrongful exercise of control of an aircraft or conveyance which *you* are travelling in as a passenger.

***Home*** – *Your* residential address in the *United Kingdom*.

***Immediate Relative*** – Mother, father, sister, brother, wife, husband, partner (same or different sex), daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister or fiancè(e).

***Loss of Limb*** – Physical, permanent and total loss of use at or above the wrist or ankle.

***Loss of Sight*** – The complete and permanent loss of sight in at least one eye.

***Medical Practitioner*** – A registered practising member of the medical profession who is not related to *you* or to any person *you* are travelling with, or intending to stay with.

***Money*** – Cash, postal and money orders, travel tickets, lift passes, passports, petrol coupons and green cards held by *you* for social, domestic and pleasure purposes.

***Permanent Total Disablement*** – Disablement as a result of which there is no business or occupation which *you* are able to attend to, which having lasted for a period of 12 months is, at the end of that period, beyond hope of improvement.

***Personal Accident*** – Accidental bodily injury caused solely and directly by outward violent and visible means.

***Personal Baggage*** – *Your* suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by *you* for *your* individual use during *your* trip.

**Psychiatric Condition** – a mental or addictive condition, including, but not limited to, alcoholism, drug addiction or eating disorder.

**Public Transport** – Any fare paying passenger on the following regular scheduled forms of transport: train, coach, taxi, bus, aircraft and sea vessel.

**Redundancy** – Any person declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

**Ski Equipment** – Skis (including bindings), ski boots, ski poles and snowboards.

**Ski Pack** – Pre-booked lift passes, hired skis, ski boots and ski school fees.

**United Kingdom** – England, Scotland, Wales, Northern Ireland.

**Valuables** – Watches, furs, jewellery, photographic equipment, video equipment, camcorders and audio equipment.

**We/Us/Our** – The appointed agents (Rapidnsure.co.uk Limited) acting on behalf of the insurers (ETI, the UK branch of Europäische Reiseversicherung AG, Munich, Germany).

**You/Your** – Each Insured Person.

## **RECIPROCAL HEALTH AGREEMENTS**

If *you* intend travelling to European Union countries, *we* strongly advise *you* to obtain *your* European Health Insurance Card (EHIC) from the Post Office. It will entitle *you* to benefit from the reciprocal health arrangements which exist between European Union countries. In the event of a medical claim having been reduced by the use of the EHIC Card, the excess under Section 6 – Medical Emergency Expenses will be reduced to Nil.

If *you* are travelling to Australasia there are reciprocal medical treatment arrangements for *United Kingdom* nationals. In-patient and out-patient public hospital treatment is given free of charge or at minimal cost. Should *you* be admitted to hospital then immediate contact must be made with ETI Emergency Assistance and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

## **ETI EMERGENCY MEDICAL ASSISTANCE**

ETI Emergency Assistance provides immediate help in the event of *your* illness or injury arising outside the *United Kingdom*. Should a serious medical problem arise *you* must contact ETI Emergency Assistance immediately, who provide 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone, or fax.

**Emergency telephone number: 01444 443222**

IMPORTANT – please quote *your* policy number shown on your Certificate of Insurance

*You* are responsible in advising *your* attending doctor to seek prior approval for any treatment except in extreme circumstances where a request for prior approval would delay surgery in a life threatening situation or medical crisis. Failure to contact ETI Emergency Assistance may limit the benefits payable, or in certain circumstances, cover will not be provided. When *you* call upon the services of ETI Emergency Assistance it is a condition of the service that ETI Emergency Assistance shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors.
2. Repatriation arrangements and necessary escorts by a medical attendant.
3. Travel arrangements for other members of your party or next-of-kin.
4. On arrival in the *United Kingdom*, an ambulance service to hospital or home.

Please note: *we* are not responsible for the availability, quality or results of any medical treatment received by *you*. Also, this emergency service should not be used for casual enquiries.

## **WHAT TO DO IF YOU WISH TO MAKE A CLAIM**

If *you* need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below, noting the number shown on *your* Certificate of Insurance and which section of the policy *you* are claiming under.

### **FOR SECTIONS 1 to 10 and 12**

ETI's Claims Service Provider Fogg Travel Insurance Services Ltd, Crow Hill Drive, Mansfield, NG19 7AE, Telephone: 0870 241 5039 (calls may be monitored or recorded for quality purposes)  
Fax: 020 8760 0298 Email [claims@travel-insurance.com](mailto:claims@travel-insurance.com)  
Please quote scheme number 535.

### **FOR SECTION 11 – LEGAL EXPENSES**

Legal Expenses claims are managed by DAS Legal Expenses Insurance Co. Ltd., DAS House, Quay Side, Temple Back, Bristol BS1 6NH. *You* must notify DAS immediately in the event of a claim Tel: +44 (0) 117 934 2000, Fax: +44 (0) 117 934 2109. Please refer to the Policy Section 11 (policy conditions/exclusions) for the Legal Costs and Expenses.

## **OTHER INSURANCE**

If *you* claim under this policy for something which is also covered by another insurance policy or by credit card insurance, *you* must provide ETI with full details of the other insurance Policy. *We* will only pay *our* pro rata share of any claim apart from a *personal accident* or *hi-jack* claim, which will be paid in full.

## **NO INTEREST**

No interest shall be added to any claims payments.

## **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 ETI or DAS (in respect of Policy Section 11). In case of 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 policy Section 1, 2, 5 and 6.

## **PAYING MEDICAL BILLS ABROAD**

ETI hope that *you* will enjoy a leisure trip without any health problems, but should *you* need emergency medical treatment then *we* will do our best via *our* Euro-Center international network to ensure that *you* need not worry about the payment of such medical services. Please, however, refer to the Medical Health Requirements on page 3 of this policy. Most hospitals/clinics/doctors have an agreement with ETI's Euro-Center network in which case bills/invoices covering medical treatment (in-patient/hospitalisation or out-patient/doctors visits) will be forwarded directly to *our* local representatives by the hospital/clinic or doctor. In those cases *you* need not pay the medical expenses during *your* trip. *You* will be required to fill in an ETI Claim Form; please retain a copy for *your* own records.

If the treating facility argues that they do not co-operate with Euro-Center and request *you* to pay then *you* must contact the ETI Emergency Assistance Service to clarify the situation. If *you* have to pay yourself then *you* should claim the medical expenses upon *your* return to the *United Kingdom* by contacting the ETI Claims Service. The claim form will be available in the hospitals/clinics/doctors, or the local Euro-Center (refer to [www.euro-center.com](http://www.euro-center.com) for addresses), or the ETI Emergency Assistance Service or from the ETI Claims Service in the *United Kingdom*.

If *you* are travelling within the European Economic Area and carrying a European Health Insurance Card, *you* should use the card to reduce the claim. If *you* do so the policy excess will not apply.

### **EUROLAW LEGAL ADVICE HELPLINE SERVICE**

DAS will give *you* confidential legal advice over the telephone on any personal legal problem, under the laws of the member states of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. DAS provide this service 24 hours a day, seven days a week during the period of insurance. To help DAS check and improve their service standards, DAS record all calls. When telephoning, please tell DAS that *you* are covered by ETI Travel Insurance. Please do not use this service to report a general travel insurance claim.

To contact the Legal Advice Helpline, please telephone 0117 934 2111.

DAS will not accept responsibility if the Helpline service is unavailable for reasons beyond their control.

## **SECTION 1 – CANCELLATION**

**This section is optional and is only operative if you have paid the appropriate premium and it is shown as insured on your Certificate of Insurance**

### **YOU ARE COVERED:**

Up to the amount stated in the Summary of Cover if *your* travel and accommodation arrangements, which have not been used and which *you* have paid for or contracted to pay for, are cancelled before *your* departure from the *United Kingdom*, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence *your* trip as arranged) due to:

1. the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) *you*, (b) any person *you* are intending to travel or stay with, (c) an *immediate relative* of *yours* or of any person *you* are intending to travel with or (d) a *close business associate* of *yours*;
2. *you* being called for jury service or as a witness (but not as an expert witness or where *your* employment would normally require *you* to attend court) in a Court of Law;
3. *your redundancy* or the *redundancy* of any person *you* are intending to travel with, provided that *we* are informed in writing immediately notification of redundancy is received and that *you* were not aware of any impending *redundancy* at the time this policy was issued;
4. cancellation or interruption of scheduled *public transport* as a result of *hi-jack* occurring during the period of insurance.
5. *your home* being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of *your* trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting *your* presence following burglary or attempted burglary at *your home* or place of business.

### **YOU ARE NOT COVERED FOR:**

1. The first £50 of each and every incident per each insured person involved in the incident (£15 for loss of deposit claims only).
2. Any costs arising from *your* pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of *your* trip.
3. Claims where a medical certificate has not been obtained from a *medical practitioner*, confirming that cancellation of the trip is medically necessary.
4. Anything caused directly or indirectly by:
  - a) any increased charges which may arise due to failure to notify *your* travel agent or tour operator immediately it is found necessary to cancel;
  - b) prohibitive regulations by the Government of any country;
5. Anything mentioned in the General Exclusions.

## **SECTION 2 - CURTAILMENT**

*Curtailment* is only applicable if *you* return to the *United Kingdom* earlier than planned. This section includes the services of ETI Emergency Assistance (details shown on page 8) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

### **YOU ARE COVERED:**

Up to the amount stated in the Summary of Cover for:

- 1) the value of the portion of *your* travel and/or accommodation arrangements which have not been used and which were paid for or contracted to be paid for before *your* departure from the *United Kingdom*, if *you*, and where appropriate a companion covered by this policy, have to *curtail your* trip and return to *your home* earlier than planned due to:

- a) the death, severe injury or serious illness of:
  - i) *you* or any person *you* are travelling with;
  - ii) an *immediate relative* of *yours* resident in the *United Kingdom*;
  - iii) a *close business associate* of *yours* resident in the *United Kingdom*.
- b) *your home* being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting *your* presence following burglary or attempted burglary at *your home* or place of business.

These proportionate values of costs will be calculated from the date of return to the United Kingdom.

- 2) reasonable additional travelling expenses incurred by *you* for returning to the *United Kingdom* (Economy Class) earlier than planned for a reason stated in benefit 1 of this section.

**YOU ARE NOT COVERED FOR:**

- 1) The first £50 of each and every incident per each insured person involved in the incident.
- 2) Any costs arising from *your* pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of *your* trip;
- 3) Claims that are not confirmed as medically necessary by the ETI Emergency Assistance and where a medical certificate has not been obtained from the attending *medical practitioner* abroad confirming it necessary to *curtail* the trip;
- 4) Additional travelling expenses incurred which are not authorised either by *us* or ETI Emergency Assistance, as detailed on page 8;
- 5) Anything mentioned in the General Exclusions.

NOTE – The ETI Emergency Assistance only assists early return home for medical reasons, not for the other reasons listed under this section of the policy.

**SECTION 3 - MISSED DEPARTURE**

This section does not apply to trips within the *United Kingdom* and the Isle of Man (except for trips to the Channel Islands).

**YOU ARE COVERED:**

Up to the amount stated in the Summary of Cover for necessary hotel and travelling expenses incurred in reaching *your* booked destination, if the car *you* are travelling in breaks down or is involved in an accident, or exceptional and unforeseeable traffic conditions or the *public transport* being used is delayed, resulting in *you* arriving too late to commence *your* booked journey from or to the *United Kingdom*.

**YOU ARE NOT COVERED:**

- 1) If sufficient time has not been allowed for *your* journey in order to meet the check-in time specified by the transport providers or agent;
- 2) If *you* are not proceeding directly to the departure point;
- 3) Unless *you* get a letter from the *public transport* provider confirming that the service did not run on time;
- 4) Unless *you* get confirmation of the delay from the authority who went to the accident or breakdown affecting the car *you* were travelling in;
- 5) For any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of *your* policy, provided the policy was issued prior to *your* travel tickets or confirmation of booking being issued;
- 6) For anything mentioned in the General Exclusions.

#### **SECTION 4 - TRAVEL DELAY**

This section does not apply to trips within the *United Kingdom* and the Isle of Man (except for trips to the Channel Islands).

##### **YOU ARE COVERED:**

- 1) for a benefit of £10 for the first full 12 hours *you* are delayed and £10 for each full 12 hours *you* are delayed after that, up to a maximum of £100 (regardless of the number of incidents of delay) or
- 2) up to the amount under the Section 1 – Cancellation of this policy, less £50 excess if *you* abandon the trip (on the outward journey only) after the first full 24 hours;

if *your* outward or return flights, sea crossing, coach or train departure to or from the United Kingdom are delayed for more than the periods shown above beyond the intended departure time (as specified on *your* travel ticket) as a result of:

- a) strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

##### **YOU ARE NOT COVERED:**

- 1) For the first £50 of each and every incident per each insured person involved in the incident (this is only applicable if *you* abandon the trip);
- 2) If *you* do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;
- 3) If *you* do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 4) For any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
- 5) For anything mentioned in the General Exclusions.

**NOTE** – This section only applies for delays at your final international departure point to or from the *United Kingdom*.

#### **SECTION 5 - PERSONAL ACCIDENT**

##### **YOU ARE COVERED FOR:**

The following benefits, which will be paid to *you* or *your* legal personal representative, if *you* have a *personal accident* during *your* trip which, at the end of 12 months after the date of that accident, is the sole cause of *your* consequent death or disability:

- 1) Death – £10,000
- 2) *Loss of limb*, total and permanent *loss of sight* in one or both eyes or *permanent total disablement* – £10,000

##### **NOTE**

- 1) If *you* are under 18 years of age the death benefit will be limited to funeral and other expenses up to £1,000.
- 2) If *you* are aged 65 years or over at the time of the accident the death benefit will be limited to funeral and other expenses up to £1,000 and the permanent total disablement benefit will not apply.

##### **YOU ARE NOT COVERED FOR:**

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) a disease or any physical defect or illness;
- 2) an injury which existed prior to the commencement of the trip;
- 3) pregnancy;
- 4) any claims under this section not notified to us within 12 months of the date of the accident;
- 5) anything mentioned in the General Exclusions.

## **SECTION 6 – MEDICAL EMERGENCY EXPENSES** **(not private health insurance)**

This section does not apply to trips within the *United Kingdom* and the Isle of Man (except for trips to the Channel Islands).

Before a claim for emergency expenses can be submitted under this section, *you* must contact ETI Emergency Assistance. Please refer to page 8.

If during *your* trip you become ill or are injured:

### **YOU ARE COVERED:**

up to the amount stated in the Summary of Cover for costs incurred outside the *United Kingdom*:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to £250;
- 2) a) for reasonable additional travelling expenses in returning to *your home* and reasonable additional accommodation expenses (room only) up to a maximum of £100 per day beyond the number of days booked;  
b) expenses of one immediate relative or friend limited to a maximum of £100 per day to include accommodation, food, transport and essential telephone costs plus reasonable travel costs for return to the *United Kingdom* or to travel to be with *you* that is required on medical advice and has been authorised by *us* or ETI Emergency Assistance to remain with or to travel to *you*;
- 3) in the event of death:
  - a) for conveyance of the body or ashes to the United Kingdom (the cost of burial or cremation is not included) or;
  - b) local funeral expenses abroad limited to £3,000;

### **YOU ARE NOT COVERED:**

- 1) For the first £50 of each and every incident per each insured person involved in the incident (age over 65 excess is £200)
- 2) For any sums which are recovered by *you* under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) For any expenses incurred for illness, injury or treatment required in consequence of:
  - a) surgery or medical treatment which in the opinion of the attending doctor and the ETI Emergency Assistance doctor can be reasonably delayed until *your* return to the *United Kingdom*;
  - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside the *United Kingdom*;
- 4) For the cost of treatment for pregnancy or childbirth incurred within 12 weeks of the expected date of delivery;
- 5) For preventative treatment which can be delayed until *your* return to *your* country of residence;
- 6) If *you* have not complied with the Medical Health Requirements stated on page 3;
- 7) For claims that are not confirmed as medically necessary by the attending doctor or ETI Emergency Assistance;
- 8) For the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated *your* admittance into hospital;

- 9) For any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 10) For treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by *us* or ETI Emergency Assistance;
- 11) For expenses incurred as a result of a tropical disease where *you* have not had the recommended inoculations and/or taken the recommended medication;
- 12) For taxi fares not considered medically necessary, and where receipts have not been provided;
- 13) For telephone expenses;
- 14) For costs that arise over 12 months after a claim was first notified;
- 15) For anything mentioned in the General Exclusions.

If *you* become ill or are injured *we* have the right to bring *you* back *home*, if the treating doctor and the ETI Emergency Assistance doctor agree that *you* can safely travel home. If *you* refuse to return *home*, *we* have the right to stop cover.

**NOTE** – All receipts must be retained and produced in the event of a claim. *Your* claim may be rejected if receipts are not produced.

### **SECTION 7 – MEDICAL INCONVENIENCE BENEFIT**

This section does not apply to trips within the *United Kingdom* and the Isle of Man (except for trips to the Channel Islands).

#### **YOU ARE COVERED FOR:**

A benefit of £15 per each complete 24 hours spent as an in-patient if *you* are admitted to a registered hospital abroad up to a maximum of £300, in addition to any eligible medical expenses incurred under Section 6 of this policy.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge.

#### **YOU ARE NOT COVERED FOR:**

- 1) Any claim arising from *your* pregnancy or childbirth within 12 weeks of the expected date of delivery;
- 2) Anything mentioned in the General Exclusions.

### **SECTION 8 – PERSONAL PROPERTY**

This section is optional and is only operative if *you* have paid the appropriate premium and it is shown as insured on *your* Certificate of Insurance

#### **YOU ARE COVERED FOR:**

##### **1) PERSONAL BAGGAGE**

Up to the amount stated in the Summary of Cover for the value or repair of any of *your* own *personal baggage* (not hired, loaned or entrusted to *you*), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum *we* will pay for the following items is:

- £300 for all *valuables* in total,
- £250 for any one article, pair and/or set of articles,
- £100 for all sunglasses/prescription sunglasses,
- £50 for replacement keys (house and/or car only).

NOTE – In the event of a claim for a pair or set of articles we shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

## 2) DELAYED BAGGAGE

Up to £100 towards the cost of buying replacement necessities if *your own personal baggage* is delayed in reaching *you* on *your* outward journey for at least 12 hours, an additional £150 if the delay exceeds 24 hours, (max benefit £250 per policy and limited to £100 per person per 12 hours) and *you* have a written report from the carrier (i.e. airline, shipping company etc) or tour representative.

Receipts will be necessary in the event of a claim.

NOTE – Any amount we pay *you* under 2 (Delayed Baggage) will be refunded to *us* if *your personal baggage* proves to be permanently lost.

## 3) PERSONAL MONEY

Up to £500 (limited to £200 for cash losses) if *your own money* is lost or stolen whilst being carried on *your* person or left in a locked safety deposit box, or whilst in securely locked accommodation under *your* control.

NOTE – If *you* are aged under 18, claims for loss of cash under Personal Money are limited to £50 overall.

### YOU ARE NOT COVERED:

- 1) For the first £50 of each and every incident per each insured person involved in the incident
- 2) If *you* do not exercise reasonable care for the safety and supervision of *your* property;
- 3) If *you* do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of *personal baggage, valuables* or *money*;
- 4) For loss, destruction damage or theft of *personal baggage, valuables* or *money* left in a public place or place to which members of the general public have access.
- 5) If *you* do not:
  - a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
  - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if *you* are unable to obtain one immediately.
- 6) For loss, destruction, damage or theft
  - a) from confiscation or detention by customs or other officials or authorities;
  - b) of contact lenses, sunglasses over £75 in value, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, portable telephones, computers and/or accessories, televisions, sports gear whilst in use, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china;
  - c) due to wear and tear, denting or scratching, moth or vermin;
  - d) of *valuables* left as checked-in baggage.
- 7) For mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- 8) For *valuables* stolen from an unattended vehicle.
- 9) For *personal baggage* stolen from:
  - a) an unattended vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, and there was evidence of forcible and violent entry or,
  - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;

- 10) For any shortages due to error, omission or depreciation in value;
- 11) For any property more specifically insured or recoverable under any other source;
- 12) For the cost of replacement locks to *your home* or *your vehicle*;
- 13) For anything mentioned in the General Exclusions.

## **SECTION 9 – LOSS OF PASSPORT/DRIVING LICENCE EXPENSES**

### **YOU ARE COVERED:**

Up to £250 for reasonable additional travel or accommodation expenses *you* incur abroad in obtaining a new passport/driving licence, if *your* passport or driving licence is lost or stolen.

### **YOU ARE NOT COVERED:**

- 1) If *you* do not exercise reasonable care for the safety or supervision of *your* passport/driving licence;
- 2) If *you* do not obtain a written police report within 24 hours of the loss;
- 3) For loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 4) For anything mentioned in the General Exclusions.

## **SECTION 10 – PERSONAL PUBLIC LIABILITY**

### **YOU ARE COVERED:**

Up to a maximum of £2,000,000 for *your* legal expenses and legal liability for damages which were caused by an accident that happened during the trip, leading to a claim being made against *you* for:

- 1) accidental bodily injury to a person who is not a member of *your* family, household or employed by *you*;
- 2) loss of or damage to any property which does not belong to, or is not in the charge or control of *you*, or any member of *your* family, household or employee;
- 3) damage to *your* temporary holiday accommodation that does not belong to *you*, or any member of *your* family, household or employee.

### **YOU ARE NOT COVERED FOR**

- 1) Fines imposed by a court of law or other relevant bodies;
- 2) Anything caused directly or indirectly by:
  - a) liability which *you* are responsible for because of an agreement that was made, which would not otherwise be covered by this insurance;
  - b) injury, loss or damage arising from:
    - i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
    - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
    - iii) the carrying out of any trade or profession;
    - iv) racing of any kind;
    - v) any deliberate act;
  - c) liability covered under any other insurance policy;
  - d) anything mentioned in the General Exclusions.

NOTE – If *you* are using a mechanical/motorised vehicle, make sure that *you* are adequately insured for third party cover, as *you* are not covered under this insurance.

## **SECTION 11 - LEGAL EXPENSES**

### **What is covered**

This part of the policy sets out the cover we provide in total, per insured journey to an Insured Person, not exceeding the sum insured set out in *your* Summary of Cover, in relation to legal costs and expenses. DAS Legal Expenses Insurance Co. Ltd. manages and controls claims under this policy section.

Definitions applicable to this section (in addition to the Words with Special Meaning Section)

**Representative:** the lawyer, or other suitably qualified person, who has been appointed to act for the Insured Person under Condition (f) of the Additional Conditions to Section 11.

**Legal costs:** All reasonable and necessary costs charged by the *representative* on a standard basis. Also the costs incurred by opponents in civil cases if the Insured Person has to pay them, or pay them with the agreement of DAS.

**Date of occurrence:** the date of the event which may lead to a claim. If there is more than one event arising at the time or from the same cause, then the date of occurrence is the date of the first of these events.

### **Bodily Injury, Illness and Death**

We agree to provide the insurance in this section as long as any legal proceedings will be dealt with by a court or other body which DAS agree to; and the date of occurrence of the insured incident happens during the policy period; it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

We will cover reasonable legal and travel expenses necessarily incurred in pursuit of a claim for damages or compensation arising from the bodily injury, illness or death of an Insured Person occurring outside the *United Kingdom* and the Channel Islands.

We will negotiate for the Insured Person's legal rights after an event which causes the death of, or bodily injury to the Insured Person. We will not pay legal expenses to bring proceedings in more than one country in respect of the same event.

For all insured incidents we will help in appealing or defending an appeal as long as the Insured Person informs us within the time limits allowed that they want to appeal. Before we pay the legal costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.

- 1) Up to the sum insured specified in *your* Summary of Cover, legal costs and expenses, directly related to the legal action including the legal costs and expenses of a *representative*. The maximum amount we will pay for all claims resulting from one or more events arising at the same time or from the same cause is specified in the policy Summary of Cover. If the aggregate limit is reached, this amount will be allocated in proportion to *our* liability to each Insured Person.
- 2) Travel and accommodation costs that *you* have to pay to go to a foreign court in connection with any legal action up to the sum insured specified in *your* Summary of Cover. ETI Travel Insurance covering the respective travels.

### **What is not covered**

We shall not be liable for:

- any claim reported to us more than 180 days after the date the Insured Person should have known about the insured incident;
- any legal costs that are incurred before we agreed to pay them;
- any claim against an insurer or insurer's agent;

any disagreement with ETI or DAS that is not in the additional Condition applying to Section 11 (f);

any claim relating to any illness which develops gradually or is not caused by a specific or sudden accident;

any claim relating to the following:

- a) a contract regarding the Insured Person's profession,
- b) business or employment;
- c) a lease or a licence or tenancy of land or buildings;
- d) construction work on any land, or designing, converting or extending any building;
- e) a contact involving a motor vehicle, except for car hire;
- f) the settlement payable under an insurance policy;

an application for Judicial Review;

written or verbal remarks which damage the Insured Person's reputation;

finances, damages or other penalties which the Insured Person is ordered to pay by a court or other authority;

defending the Insured Person's legal rights;

any legal action the Insured Person takes which *we* or the *representative* have not agreed to or where the Insured Person does anything that hinders us or the *representative*;

any legal costs and expenses that are incurred where *we* agree a contingency fee arrangement with the *representative*.

#### **Additional conditions applying to Section 11 Legal Expenses**

- a)
  - i) *We* can take over the conduct, in the Insured Person's name, any claim or legal proceedings at any time before a *representative* is appointed. *We* can negotiate any claim on the Insured Person's behalf.
  - ii) If *we* agree to start legal proceedings, or if there is a conflict of interest, the Insured Person can choose a *representative* by sending us the lawyer's name and address. *We* may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of *representative*, another lawyer can be appointed to decide the matter (see Condition (f) of the Additional Conditions to Section 11).
  - iii) Before the Insured Person chooses a lawyer, *we* can appoint a *representative*.
  - iv) A *representative* will be appointed by *us* and represent the Insured Person according to *our* standard terms of appointment. The *representative* must co-operate fully with *us* at all times.
  - v) *We* will have direct contact with the *representative*.
  - vi) The Insured Person must co-operate fully with *us* and the *representative* and must keep *us* up-to-date with the progress of the claim.
  - vii) The Insured Person must give the *representative* any instructions that *we* ask for.
- b)
  - i) The Insured Person must tell *us* if anyone offers to settle the claim.
  - ii) If the Insured Person does not accept a reasonable offer to settle a claim, *we* may refuse to pay further legal costs and expenses.
  - iii) The Insured Person must not negotiate or agree to settle a claim without *our* approval.
  - iv) *We* may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- c)
  - i) If *we* ask, the Insured Person must tell the *representative* to have legal costs and expenses taxed, assessed or audited.
  - ii) The Insured Person must take every step to recover legal costs and expenses that *we* have to pay and must pay *us* any legal costs and expenses that are recovered.

- d) If a *representative* refuses to continue acting for the Insured Person or if the Insured Person dismisses a *representative*, the cover we provide will end at once, unless we agree to appoint another *representative*
- e) If the Insured Person stops a claim without *our* agreement, or does not give suitable instructions to a *representative*, the cover we provide will end at once.
- f) If we and the Insured Person disagree about the choice of *representative*, or about the handling of a claim, we and the Insured Person can choose another lawyer to decide the matter. You and we must agree to this in writing. If we cannot agree with the Insured Person about the choice of the second lawyer; we will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
- g) We may, at their discretion require the Insured Person to obtain an opinion from counsel at the Insured Person's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit of a claim or proceedings, the cost of obtaining the opinion will be paid by us.

## **SECTION 12 – WINTER SPORT**

Please note that:

- i) this section is optional and is only operative if you have paid the appropriate premium and it is shown as insured on your Certificate of Insurance.
- ii) cover under this section is only available if you are aged under 65 years at the start of the trip.

### **YOU ARE COVERED**

#### **1) SKI EQUIPMENT**

Up to the amount stated in the Summary of Cover for the value or repair of your own *ski equipment* or hired *ski equipment*, if they are lost, stolen or damaged during your trip, limited to £150 for any one item.

Please note: Claims for owned *ski equipment* will only be calculated as follows:

- Up to 12 months old 85% of purchase price
- Up to 24 months old 65% of purchase price
- Up to 36 months old 45% of purchase price
- Up to 48 months old 30% of purchase price
- Up to 60 months old 20% of purchase price
- Over 60 months old 0%

#### **2) SKI HIRE**

For £15 per day up to a maximum of £300 in all for the reasonable cost of hiring replacement *ski equipment* as a result of the accidental loss, theft or damage of your own *ski equipment* during the period of Insurance.

#### **3) DELAYED SKI EQUIPMENT**

Up to £100 towards the cost of hiring replacement *ski equipment* necessities, if your own *ski equipment* is delayed in reaching you on your outward journey for at least 12 hours and you have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

#### **4) SKI PACK**

Up to £125 per week up to a maximum of £300 in all for the unused portion of your *ski pack* costs paid for or contracted to be paid for before your trip commenced, where you do not *curtail* the trip, but are certified by a *medical practitioner* in the resort as being unable to ski and unable to use the *ski pack* facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

## 5) PISTE CLOSURE

- a) For a benefit of £10 per day towards the costs *you* have to pay to travel to another resort, up to a maximum of £300 or
- b) For a benefit of £20 for each full day *you* are unable to ski up to a maximum of £300, if *your* resort stays closed and there is no other resort available,

for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of *your* trip.

NOTE: Cover is only available under this Section between 1st December to 30th April if there is a lack of snow in *your* resort and it closes, which prevent *you* from skiing

## 6) AVALANCHE CLOSURE

Up to £150 for reasonable additional travel and accommodation expenses necessarily incurred to reach *your* booked destination if, as a direct result of an avalanche, *your* transfer from or to *your* pre-booked resort is delayed.

## YOU ARE NOT COVERED

- 1) For the first £50 of each and every incident per each insured person involved in the incident, (not applicable to 2), 3), 5) and 6) above);
- 2) If *you* do not exercise reasonable care for the safety and supervision of *your* own or *your* hired *ski equipment*;
- 3) If *you* do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of *your* own or your hired ski equipment;
- 4) If *your* own or *your* hired *ski equipment* is lost, damaged or delayed in transit, if *you* do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
  - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if *you* are unable to obtain one immediately;
- 5) For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) For claims under 4) Ski Pack, anything mentioned under YOU ARE NOT COVERED of Section 6 – Medical Emergency Expenses; and that are not confirmed as medically necessary and where a medical certificate has not been obtained from the attending *medical practitioner* abroad confirming that *you* are unable to ski and unable to use the *ski pack* facilities;
- 7) For *your* own or *your* hired *ski equipment* stolen from:
  - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle was parked within sight of *you*), and there was evidence of forcible and violent entry;
  - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am.
- 8) For claims where not all skiing facilities are totally closed or where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 9) For anything mentioned in the General Exclusions.

## **GENERAL EXCLUSIONS**

**YOU ARE NOT COVERED FOR** anything directly or indirectly caused by:

- 1) *your* suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, self-exposure to needless risk (unless *you* are trying to save someone's life);
- 2) *you* being diagnosed as suffering from anxiety or depression or any *psychiatric condition* before *you* apply for insurance;
- 3) professional or organised sports, racing, speed or endurance tests, scuba diving without a qualified diving instructor or diving to a depth greater than 30 metres, *hazardous pursuits*;
- 4) any claim arising from any trip undertaken by a dependent child unless accompanied by an adult who is covered by this policy or:
  - a) with an adult known to either *you* or *your* spouse/partner
  - b) with a teacher on an organised school trip or
  - c) as an unaccompanied minor on a scheduled air service.
- 5) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 6) incidents directly or indirectly attributable to scuba diving within 24 hours of air travel;
- 7) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 8) consequential loss of any kind;
- 9) any claim arising from sexually transmitted diseases;
- 10) any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused;
- 11)
  - d) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power; or
  - e) any act of terrorism; an act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
  - f) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a) and/or b) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a) and/or b) above;

*You* are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;
- 12) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
- 13) *you* riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if *you* fail to wear a crash helmet
- 14) *you* driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy.

- 15) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated *your* admittance into hospital;
- 16) *your* manual work or hazardous occupation of any kind (this does not apply to Section 1 – Cancellation);
- 17) any payment which *you* would normally have made during *your* travels, if nothing had gone wrong;
- 18) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses and Section 7 – Medical Inconvenience Benefit);
- 19) *your* travel to a country or specific area or event to which ETI, the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.

### **CONDITIONS**

- 1) No payment will be made under Sections 1, 2, 5, 6, or 7 without appropriate medical certification.
- 2) If *we* require any medical certificates, information, evidence and receipts, these must be obtained by *you* at *your* expense.
- 3) In the event of a claim, if *we* require a medical examination *you* must agree to this and in the event of death *we* are entitled to a post mortem examination both at *our* expense.
- 4) *You* must take all reasonable steps to recover any lost or stolen article.
- 5) If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
- 6) The original Certificate of Insurance must be produced before any claim is paid.
- 7) *You* must not make any payment, admit liability, offer or promise to make any payment without written consent from *us*.
- 8) *We* are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in *your* name for *our* benefit against any other party.
- 9) *We* may at any time pay to *you our* full liability under the policy after which no further payments will be made in any respect.
- 10) It is a condition of this insurance that all material facts have been disclosed to *us*, failure to do so may invalidate this insurance leaving *you* with no right to make a claim.
- 11) If at the time of making a claim there is any other policy covering the same risk *we* are entitled to contact that insurer for a contribution.
- 12) 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 apart from that Act.
- 13) If for any reason you wish to cancel your policy after the 14 day cooling off period, you must advise us of this in writing. Please note that regardless of the circumstances of and the reasons for the request, there will be no refund of premium upon cancellation of the policy.

## **CUSTOMER SATISFACTION**

If *you* wish to make a complaint about this policy *you* should contact:

The Managing Director  
Rapidinsure.co.uk Limited  
John Ormond House  
899 Silbury Boulevard  
Central Milton Keynes  
MK9 3XL

Please quote either *your* policy number or claim number in all correspondence. *We* will acknowledge receipt of *your* complaint in writing within five working days and give *you our* response at this time, if possible. If *we* cannot reply at this time *we* will inform *you* of who is dealing with *your* complaint and endeavour to resolve matters within 20 days. If after 20 days *we* are still not in a position to reply *we* will write to *you* to tell *you* when *you* can expect a full response.

If *you* remain dissatisfied with any aspect of the administration of your policy please contact the appropriate company listed below:-

### **FOR SECTIONS 1 to 10 and 12 to 13**

Complaints Manager  
ETI International Travel Protection  
First Floor  
Albany House  
14 Bishopric  
Horsham RH12 1QN

### **FOR SECTION 11 – LEGAL EXPENSES**

Managing Director  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quayside  
Temple Back  
Bristol BS1 6NH

### **FOR ALL SECTIONS**

If *your* complaint is not dealt with to *your* satisfaction by either of the above, *you* have the right to refer any dispute to:

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.

Making a complaint under this procedure will not affect *your* right to take legal action.

Underwritten by ETI – International travel Protection, the UK branch of Europäische Reiseversicherung AG, Munich, Germany. ETI is authorised and regulated by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, [www.bafin.de](http://www.bafin.de)) and approved by the Financial Services Authority (FSA, [www.fsa.gov.uk](http://www.fsa.gov.uk)) to undertake insurance business in the UK. ETI is registered at Companies House FC 25660, BR 007939

ETI is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the Scheme if we are unable to meet our financial obligations. Full details are available from the FSCS.

For details of the Euro-Center network and service, see page 6 of this Policy. Information regarding the Euro-Center can be obtained from [www.euro-center.com](http://www.euro-center.com) or [www.travel-insurance.com](http://www.travel-insurance.com) or via the ETI Claims Service.

Rapidinsure.co.uk Limited acts as agent for ETI in connection with this insurance and holds all premium receipts, premium refunds and claims monies as agent for ETI.

Rapidinsure.co.uk Limited is an appointed representative of Berkeley Morgan Limited which is Authorised and Regulated by the Financial Services Authority.