

Cover·More™ Travel Insurance

Policy Wording Effective September 2009

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IMPORTANT

This policy wording contains details of sections of cover which may not apply to Your policy. Your Certificate of Insurance details which sections of this cover apply to Your insurance policy.



Emergency Assistance

All policyholders have access to our emergency assistance team.

About Us And Our Policies

About us

We are a specialist direct travel insurance provider. We are part of a global group of companies which insures over a million travellers each year.

Our mission is to offer quality travel insurance solutions to our customers at very competitive prices.

Our promise to you!

All our policies come with a money back guarantee. If you are not completely satisfied with the policy for any reason and, if within fourteen days from purchase and prior to departure, provided you are not making a claim, you write to us requesting to cancel the policy, we will give you a full refund.

Policies available to you

Single Trip policies

- Cover for a single Trip.

Annual Multi-Trip policy

- Cover for any number of trips in one year. Total travel days per annum cannot exceed 120 days.
- Select cover for a maximum duration per Trip of 30, 45 or 60 days.

IMPORTANT:

This policy wording contains details of sections of cover which may not apply to Your policy.

Your Certificate of Insurance details which sections of this cover apply to Your insurance policy!

Please read this document carefully and take it with you.

Valid for policies issued from 1st September 2009.

Premium areas

Where You will travel to will influence Your premium.

The major travel areas are:

- **Area 1: United Kingdom** – England, Northern Ireland, Scotland and Wales. Cover under sections 1 and 2 does not apply. Cover only provided if You stay for at least 2 nights in pre-booked accommodation away from where You usually live.
- **Area 2: Republic of Ireland, Channel Islands and Isle of Man** – Cover under sections 1 and 2 does not apply. Cover only provided if You stay for at least 2 nights in pre-booked accommodation away from where You usually live.
- **Area 3: Europe (excluding Spain, Cyprus, Turkey, Greece, Malta)**
- **Area 4: Europe (including Spain, Cyprus, Turkey, Greece, Malta)**
- **Area 5: Australia and New Zealand** – Includes cover for up to 72 hours worldwide.
- **Area 6: Worldwide (excluding the Americas)** – Excludes North America, South America, Central America and the Caribbean.
- **Area 7: Worldwide (including the Americas)** – Includes all of the above areas plus North America, South America, Central America and the Caribbean.

Existing Medical Conditions

Yours or Your travelling companion's

This policy does not automatically cover Existing Medical Conditions.

The term "Existing Medical Condition" has a special meaning. For this meaning, please see the "Policy definitions" section of this policy wording.

We cover many existing medical conditions. Conditions that are pre-existing at the time of policy purchase are not covered unless they are declared to us and we expressly agree to offer cover. We will not pay any claims arising from undeclared conditions. An additional premium may apply.

If the health status of anyone travelling changes after You buy Your policy but before You travel You must tell Us immediately.

Conditions which cannot be covered for travel to any destination

No cover can be provided under any section for the following:

- Anxiety, depression, stress, depressive illness of any type
- Travel against medical advice
- Travel to seek and / or receive medical advice, treatment or review
- Symptoms for which you are awaiting investigations / consultations
- If You are awaiting the results of investigations where the underlying cause has not been established
- If You are on a hospital waiting list awaiting treatment or investigation
- If You have been given a terminal diagnosis

- Conditions related to the things listed in General exclusion 19.
- From You travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

For travel within the United Kingdom (Area 1)

If You are purchasing a policy for travel within the United Kingdom (only) the section in the policy wording headed, "Existing Medical Conditions" shall not apply and full cover for Your conditions will apply provided You are:

- 1 not travelling against medical advice;
- 2 not travelling to receive medical advice or treatment;
- 3 not on a hospital waiting list waiting for treatment or investigation; or
- 4 not been given a terminal diagnosis.

In addition General Exclusion 4a, i shall not apply in respect to all travel within the United Kingdom. All other existing policy terms and conditions shall apply.

Existing Medical Conditions of any other person i.e. the non-traveller

You cannot specifically insure the Existing Medical Condition/s of any other person who is not travelling.

In the event of a claim, We will consider the health of that person at the time You took the policy and if the chance of a claim occurring was highly unlikely. We will not pay more than £1500 under all sections of the policy combined.

24 hour emergency assistance

Wherever You are in the world, our emergency assistance team is here 24/7 to help all policyholders whilst You are away.

Contact details

All countries P_ +44 1245 347 668

When You call please have available Your:

- policy number
- contact phone number

You MUST contact the emergency assistance team as soon as possible if:

You are injured or become ill or in the event of death. If you:

- are admitted to hospital;
- are involved in an accident;
- are injured or become ill and your bills may exceed £300.

Not doing so could mean We will not provide cover or We could reduce the amount We pay for Your claim.

If You need to return home early. If you:

- curtail Your Trip or miss Your flight due to medical reasons;
- need to return home early.

If You have to return home early, You must have cover approved by the emergency assistance team. If You incur costs which have not been approved by the emergency assistance team, this could mean that We will not provide cover or We may reduce the amount We pay.

Any minor illness or injury costs resulting in a claim should be paid by You, a medical report and receipt obtained and the amount claimed within 31 days of the end of Your Trip.

Important Information

This policy is only valid and available to persons resident in the United Kingdom.

This policy is only valid for trips commencing in the United Kingdom.

Cover is only available for the whole duration of the booked trip.

Cover cannot be effected once a journey has commenced.

Contract of travel insurance

This policy wording is Your contract of insurance. It contains certain conditions and exclusions in each section and general conditions and exclusions applying to all the sections. You must meet these conditions or We may not accept Your claim.

This policy wording contains details of sections of cover which may not apply to the policy You purchase. Your Certificate of Insurance details which sections of cover apply to Your insurance policy. This policy wording must be read in conjunction with Your Certificate of Insurance. You should read both documents carefully.

Excess

Choose an excess level that suits You. The higher the excess, the cheaper the premium. An excess is the first amount of a claim We do not pay for. Where you have selected an excess, the excess will be deducted per person, per section, per event for which a claim is made. An excess will always apply to the Personal Liability section.

Extending Your Trip

Having too much fun? If You wish to be insured for longer than the original Period of Insurance You must purchase a new policy through Us prior to the expiry of the original

policy. Not all policies can be extended. Please check with Us well before the expiry of Your original policy to confirm that an extension is possible.

At the time You request an extension You must advise Us of any Existing Medical Conditions, any circumstances which, at that time, could reasonably be expected to cause a claim under this policy and any claim made or pending.

Should a medical condition first present itself prior to the time of issue of the new policy it may be considered an Existing Medical Condition under the new policy and therefore may not be covered by the new policy. Purchasing a longer duration policy up front can avoid this risk.

Health

Your insurance contains conditions and exclusions that relate to Your health and the health of others who may or may not be travelling with You but whose well-being Your Trip may depend on. Refer to the definition of Existing Medical Condition and the information under the heading "Existing Medical Conditions".

Motorcycling and quad biking

This policy does not cover You for any claims arising from Your participation in motorcycling or quadbiking. We may be able to offer You cover on one of our specialist policies. Please call Us or email Us for help.

Personal effects left in motor vehicles

Cover for your Personal Effects, Golf Equipment, Ski Equipment and Business Equipment left Unattended in a motor vehicle is restricted.

Reciprocal health agreements

Europe

If You are travelling to Switzerland or within the European Union (EU) or the European Economic Area (EEA) You should obtain a European Health Insurance Card (EHIC) which allows you to benefit from the reciprocal health care agreements.

Australia and New Zealand

If You are travelling to Australia and/or New Zealand You must register with the national Medicare scheme of those countries or Your claim may not be covered. In-patient and out-patient public hospital treatments are given free of charge or at a minimal cost.

Sports and hazardous activities

You may not be covered when You take part in certain sports or activities. Please refer to the Acceptable Activities section in this policy wording. If You are in any doubt You must check with Us that this insurance meets Your needs.

Sums insured or limits

All sections of this insurance have a limit on the amount We will pay. These limits are shown on Your Certificate of Insurance. Some sections have internal limits such as the amount We will pay for any one item or the total amount for all Valuables You are advised to check all of these limits.

Winter sports

If You wish to be covered for these activities during your journey on a Single Trip, you must pay an extra premium. If you take an Annual Multi Trip policy, 17 days cover for Winter Sports is included free of charge and any additional days must be paid for. Please refer to the Policy definition of "Winter Sports" to see which activities are included. Even if You have included Winter Sports cover on your policy You will only be covered if You are skiing or snowboarding on-piste, You are not racing, You are not participating in a professional capacity, You do not go in areas designated as unsafe by resort management or where there is an avalanche warning in place.

Your belongings

Many claims for loss or theft are caused by people being careless with their Personal Effects. If You do not take good care of Your belongings We may not pay Your claim. Not all Personal Effects are covered by the policy. Original police reports are required for all losses involving theft and other losses require alternative appropriate reports, such as an Airline Property Irregularity Report (P.I.R), hotel report, etc.

Your claim is paid based on the value of goods at the time of the loss and not on a 'new for old' or replacement cost basis. An amount for wear, tear and depreciation will be deducted.

Who Are The Insurers?

This Policy is 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) and approved by the Financial Services Authority (FSA, 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.

Cover under section 18 only is provided by DAS Legal Expenses Insurance Company Limited.

Cover under sections 34 and 35 only is provided by International Passenger Protection Limited (IPP).

Cover-More Insurance Services Limited, FSA No.312172, are authorised and regulated by the Financial Services Authority.

This can be checked by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on **0845 606 1234**.

Policy Definitions

Wherever the following words or phrases appear in this policy they will always have the meanings shown under them.

'Acceptable Activity' Means the activities listed under the sub-heading Category 1.

'Accident', 'Accidental' A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss.

'Accompanied Children' Children not in full-time employment and under the age of 19 at the date of departure who are travelling with You on the Trip.

'Act of Terrorism' Means an act, including but not limited to the use of force or violence, 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), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public in fear.

'Additional Accommodation and Transportation' The cost of the accommodation or transport You actually use less the cost of the accommodation or transport You expected to use had the Trip proceeded as planned.

'Amount Payable' The total amount shown on Your Certificate of Insurance.

'Business Associate' Any person who works at Your place of business and who, if You were both away from work at the same time for a period of one or more complete working days, would prevent the business from running properly.

'Business Equipment' Communication devices and other business related equipment which is carried by You in the course of Your business.

'Business Money' Bank and currency notes, coins and cheques which are issued to You by Your employer (or if You are self employed, issued from Your business account).

'Certificate of Insurance' The document issued by Us which confirms the validity of Your travel insurance policy and applicable benefit levels.

'Computer Equipment' Portable computer and ancillary equipment but does not include data carrying materials and any computer program or data information recorded thereon.

'Existing Medical Condition'

a any physical defect, condition, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a medical or dental advisor in the 90 days prior to the issue of the policy, or the date the Trip is booked, whichever occurs last; or

b any chronic or ongoing (whichever chronic or otherwise) medical or dental condition, illness or disease medically documented prior to the issue of the Policy, or the date the Trip is booked, whichever occurs last.

'Golf Equipment' Golf clubs, golf bag, non-motorised golf trolley and golf shoes.

'Injury, Sickness or Disease' An injury, sickness or disease which first shows itself during the Period of Insurance and which requires immediate treatment by a qualified medical practitioner.

'Money' Bank notes, currency notes and coins.

'Period of Insurance' In respect of Single Trips, from the time that You leave Your home or the start date shown on Your Certificate of Insurance (whichever occurs last) until the time You return to Your home or the end date shown on Your Certificate of Insurance (whichever occurs first).

In respect of Annual Multi-Trips, from the time that You leave Your home or the start date shown on Your Certificate of Insurance (whichever occurs last) until the earliest of the following times:

a the time You return to Your home, or

b the expiry of the maximum insured duration per Trip (this maximum duration is shown on Your Certificate of Insurance), or

c the end date shown on Your Certificate of Insurance, or

d the end of the 120th travel day insured by this policy.

Cover under Section 5 begins from the time the policy is issued.

'Permanent Total Disability' A disability which prevents You from working in any occupation whatsoever for at least 12 months, and at the end of those 12 months is, in Our medical advisor's opinion, not going to improve.

'Personal Effects' Means personal belongings, including clothing worn, and personal luggage owned by You that You take with You on Your Trip or that You purchase on Your Trip.

'Public Place' Means shops, airports, streets, hotel foyers and grounds, restaurants, beaches, private car parks and any place the public has access to.

'Public Transport' Using train, publicly licenced aircraft, bus, coach or ferry services to join the booked holiday.

'Relative' Husband, wife, common law partner, parent, parent-in-law, brother, sister, son, daughter, son/daughter-in-law, grandchild, grandparent, fiancé or fiancée, stepparent, stepchild, step brother/sister, brother/sister in law.

'Relevant Time' In respect of:

a Single Trip policies means the time of issue of the policy.

b Annual Multi-Trip policies means the first time at which any part of the relevant Trip is paid for or the time at which the policy is issued, whichever occurs last.

'Ski Equipment' Skis, poles, boots and bindings or snowboards.

'Terminal Illness' Any medical condition which is likely to result in death.

'Transport Provider' A properly licensed coach operator, airline, shipping line or railway company.

'Trip' The period commencing at the time You leave Your home in the UK and ceasing at the time You return to Your home in the UK.

'UK' Your usual place of residence in England, Northern Ireland, Scotland, Wales, the Channel Islands, the Isle of Man or Eire.

'Unattended' If You or someone without official responsibility for the safekeeping of Your property were not able to keep the property under observation, were not in a position to observe any attempt by anyone to interfere with it and were not so placed as to have a reasonable prospect of preventing any unauthorised interference with it.

'Valuables' Photographic, audio, video, computer and electrical equipment of any kind (including CDs, computer games, video and audio equipment and/or media), telescopes and binoculars, jewellery, watches, furs, perfumes, leather goods, animal skins, silks, precious stones and articles made of or containing gold, silver or precious metals.

'We', 'Us', 'Our' For all sections except Sections 18, 34 and 35 - ETI International Travel Protection, the UK branch of Europäische Reiseversicherung AG, Munich, Germany. For Section 18 only - DAS Legal Expenses Insurance Company Limited. For Sections 34 and 35 only - International Passenger Protection Limited (IPP).

'Winter Sports' Skiing, land-skiing, mono-skiing, cross-country skiing, off-piste skiing, snowboarding, ski boarding, snow mobile, sledding or tobogganing.

'You', 'Your' Each insured person named on the Certificate of Insurance and includes Accompanied Children. Each person must be living in the UK at the time of policy purchase and have paid the appropriate premium.

Where more than one person is listed as an adult on the Certificate of Insurance all benefits, limitations, conditions and exclusions will be interpreted as if a separate policy was issued to each of the persons listed as an adult except in the case of luggage item limits which shall be as per a single policy.

General Conditions

The following conditions apply to this insurance:

Excess

- 1 The excess is the first amount of a claim which We will not pay for. The excess, where applicable, applies per event, per section, per person. The excess for each section is shown on Your Certificate of Insurance.

Please note that the stated excess will apply to Sections 17 of the policy irrespective of whether You have paid an extra premium to reduce the excess on the policy generally. For clarification, the excess applicable under each section will ALWAYS be the excess stated on the Certificate of Insurance.

Your duty of disclosure

- 2 You must tell Cover-More if You know about anything which may affect their decision to accept Your insurance, at the time of purchasing this insurance and throughout the Period of Insurance (for example a health condition or if You have consulted a doctor recently and are waiting to have tests or find out test results).

Following a change in material fact disclosed to Us by You, We reserve the right to amend or cancel Your insurance, providing You with a pro rata refund of premium. If You are unsure whether to disclose any fact to Cover-More, You should disclose the fact for Your own protection.

Limits of liability

- 3 The limits of Our liability for each section of the policy are the amounts shown on Your Certificate of Insurance for the plan purchased except where We have notified You in writing of different limits.

Money back guarantee

- 4 You have the right to cancel the policy by notifying Us in writing within 14 days of the date the policy was issued. Provided the circumstances specified in

paragraphs (a) or (b) below do not apply, You are entitled, during this 14 day cooling off period, to a complete refund of the amount You have paid for the policy. You are not entitled to a complete refund if, during the cooling off period, You:

- a make a claim under the policy; or
- b cancel the policy after the commencement of the Trip.

We will not refund the Amount Payable if notified outside the cooling off period.

Our right to cancel your policy

- 5 We reserve the right to cancel the policy for any reason by providing 14 days notice by registered post to Your last known address.
- 6 If the premium has not been paid or if payment has been made by fraudulent methods then the policy is considered to be null and void.

Reasonable care

- 7 We will not pay for any loss, theft or damage caused as a result of You not acting in a reasonable way to look after Your property.
- 8 You must make every effort to mitigate any losses or expenses claimed under this policy. If Your claim is not accepted or the amount paid by the insurer does not cover the whole cost You may be personally liable for any loss or expenses incurred.
- 9 You must keep to all the terms, conditions and endorsements of this insurance. If You do not, We may deny Your claim.

Recoveries

- 10 You must help Us recover any money that We have paid to any person, company, insurer, government department, statutory body or other entity by giving Us all the details We request from You including filling in any forms.
- 11 We may, at Our own expense, take proceedings in Your name to recover compensation or secure indemnity from any third party in respect of any loss or damage covered by this insurance and any amount recovered shall belong to Us.
- 12 You must take all reasonable steps to recover any lost or stolen articles and help the authorities to recover property, apprehend, seize, detain or prosecute any person, persons or company suspected of being involved with any incident that may lead to a claim under this policy.
- 13 If You are insured elsewhere, We will only pay a rateable proportion.

Claims

- 14 If You try to make a false, exaggerated or fraudulent claim or use any false, exaggerated or fraudulent means in trying to make a claim, We will not cover Your claim and You may be prosecuted.
Your cover under this insurance will also be voided and all premiums paid forfeited.
- 15 You must at Your own expense, supply any documents in support of Your claim which We may request, such as original police reports, receipts, valuations and/or medical certificates and You must co-operate fully in the assessment or investigation of Your claim.
- 16 You must keep any articles which are damaged and send them to Us if requested. You must pay any costs involved in doing this.
- 17 You must, as often as required, agree to a medical examination on Our behalf at Your own expense. In the event of Your death, We shall be entitled to have a postmortem examination at Our own expense.
- 18 You must pay Us back, within one month of asking, any amounts that We have paid to You which are not covered by this insurance.
- 19 You must submit all claims within 31 days of the end of Your Trip.

Policy interpretation

- 20 This policy contract shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate of Insurance holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Emergency assistance

- 21 In the event of illness or injury We reserve the right to relocate You from one hospital to another and/or arrange for Your repatriation to the UK or evacuation to any other country at any time during the Trip. We will do this if in the opinion of the medical practitioner in attendance or Our own medical advisors You can be moved safely and/or travel safely to continue treatment.
- 22 We may not cover any expenses incurred as a result of Your decision not to be moved, evacuated or repatriated after the date when in the opinion of Our medical advisors it is safe to do so.
- 23 Where Your claim is excluded or falls outside the policy coverage, the giving of emergency assistance will not in itself be an admission of liability.
- 24 The medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country.

Responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control cannot be accepted by the emergency assistance network or Us.

Free extension of insurance

25 Where Your Trip is necessarily extended due to an unforeseen circumstance outside Your control, Your Period of Insurance will be extended until You are able to travel home by the quickest and most direct route. The Period of Insurance will not be extended for any other reason unless accepted by Us and confirmed in writing.

Automatic reinstatement of sums Insured

26 In respect of Annual Multi-Trip policies the sums insured under each section of the policy are automatically reinstated on the completion of each Trip.

Other conditions

27 This insurance is non-transferable.

Acceptable Activities

This policy specifically excludes participation or training for certain sports and activities.

Your policy can be extended to cover some of these activities if You pay the appropriate additional premium and the cover is confirmed on Your Certificate of Insurance. You must arrange cover for these activities PRIOR to departing on Your Trip. Additional conditions and exclusions apply.

Category 1

This policy will cover You when You are engaging in the following sports and activities on a non-competitive and non-professional basis during Your Trip with no additional premium (other than Winter Sports which requires an additional premium):

- Amateur archery (if adequately supervised)
- Badminton
- Baseball
- Basketball
- Beach games
- Bungee jumping (up to 3 jumps)
- Canoeing
- Clay pigeon shooting
- Cricket
- Cycling (excluding BMX and mountain biking)
- Dinghy sailing
- Fell walking, Hiking/Trekking (under 2,000 metres)
- Fencing
- Fishing
- Football
- Golf
- Horse riding (up to 7 days - no polo, hunting or jumping)
- Hot air ballooning organised in the UK prior to departure
- Ice skating
- Jet boating/jet skiing
- Jogging
- Kayaking (grade 1-4)
- Marathon running
- Netball
- Orienteering outwardbound pursuits
- Paintballing
- Parascending (over water)
- Pony trekking
- Racquetball
- Rambling
- River canoeing (grade1-4)
- Roller skating
- Roller blading
- Rounders
- Rowing
- Running-sprint/long distance
- Safari organised in the UK prior to departure
- Sailing within territorial limits
- Scuba diving (up to 30 metres)
- Snorkelling
- Surfing (under 14 days)
- Tennis
- Wakeboarding
- Water skiing

- White water rafting (grade 1-4)
- Winter Sports if appropriate premium paid

Note:

Whilst You are covered under the policy to participate in Category 1, conditions and exclusions still apply. In particular We would draw Your attention to Section 17. Personal Liability which excludes the use of mechanically propelled vehicles and participant to participant liability.

Category 2

This policy will cover You when You are engaging in the following sports and activities on a non-competitive and non-professional basis during Your Trip when You have paid the appropriate additional premium and Category 2 Acceptable Activities is shown on Your Certificate of Insurance:

- Boxing training (no contact)
- Camel/elephant riding
- Cycle touring
- Deep sea fishing
- Dog sledging
- Go karting (specific use)
- Gymnastics
- Hockey
- Horse riding (over 7 days – no polo, hunting or jumping)
- Hot air ballooning (non-UK organised)
- Hydro zorbing
- Kite surfing
- Rugby
- Martial arts (training only)
- Mountain biking
- Safari (non-UK organised)
- Sea canoeing
- Ski-dooing
- Surfing (over 14 days)
- Trekking and hiking (over 2,000 up to 6,000 metres altitude)
- We will not cover the following:

- 1 The benefits payable under Section 16 Personal Accident will be reduced by 50% in respect of any claim arising whilst You are participating in any of the activities listed above.
- 2 The first £500 under Section 1 Overseas medical expenses and repatriation.

Category 3

This policy will cover You when You are engaging in the following sports and activities on a non-competitive and non-professional basis during Your Trip when You have paid the appropriate additional premium and Category 3 Acceptable Activities is shown on Your Certificate of Insurance:

- Absailing
- Sail boarding
- Sand boarding
- Sand yachting
- Snow mobiling
- White water canoeing
- White water rafting (grade 5 to 6)
- Yachting (racing / crewing) – outside
- We will not cover the following:

- 1 The benefits payable under Section 16 Personal Accident will be reduced by 50% in respect of any claim arising whilst You are participating in any of the activities listed above.
- 2 The first £500 under Section 1 – Overseas medical expenses and repatriation.

Category 4

This policy will cover You when You are engaging in the following sports and activities on a non-competitive and non-professional basis during Your Trip when You have paid the appropriate additional premium and Category 4 Acceptable Activities is shown on Your Certificate of Insurance:

- BMX cycling
- Bob sleighing
- Canyoning
- Flying as passenger (private/small aircraft)
- Flying (private/small aircraft)
- Heli-skiing

- Horse jumping (no polo, hunting)
- Ice hockey
- Land yachting
- Luge
- Scuba diving (between 30 and 40 metres) if BSAC, PADI, DIWA, SSI or SAA member
- Show jumping
- Tobogganing
- Wrestling
- We will not cover the following:

- 1 The benefits payable under Section 16 – Personal Accident will be reduced by 50% in respect of any claim arising whilst You are participating in any of the activities listed above.
- 2 The first £500 under Section 1 – Overseas medical expenses and repatriation.

Benefits

Section 1. Overseas medical and repatriation

If during the Period of Insurance You suffer an Injury, Sickness or Disease We will pay the usual and customary cost of emergency medical, surgical and hospital treatment and ambulance transportation which is provided outside the UK by or on the advice of a qualified medical practitioner.

If You are admitted to hospital, You must contact the emergency assistance team immediately. On medical advice and if authorised by the emergency assistance service, We will also pay:

- 1 reasonable costs to return You to the UK.
- 2 reasonable Additional Accommodation and Transportation expenses for Your travel companion to stay with You and travel home with You.
- 3 reasonable Additional Accommodation and Transportation expenses for a Relative or friend to travel from the UK to stay with You and travel home with You.

We will not cover the following:

- 1 See Section 3, We will not cover the following under sections 1,2 and 3.

Note:

We will not pay any extra costs after the time when, in Our medical advisor's opinion, You are fit to be relocated to another hospital or country.

Section 2. Overseas dental

We will pay You for emergency dental treatment to immediately relieve sudden acute pain during Your Period of Insurance which is provided outside the UK by or on the advice of a qualified medical practitioner.

We will not cover the following:

- 1 See Section 3, We will not cover the following under sections 1,2 and 3.

Section 3. Funeral expenses

We will pay reasonable overseas funeral or cremation expenses or the cost of returning You remains to the UK if You die during the Period of Insurance.

We will not cover the following under Sections 1, 2 and 3.

- 1 Expenses for any treatment or surgery which the emergency assistance service think is not immediately necessary and can wait until You return home to the UK.
- 2 Any expenses for treatment or surgery carried out more than 12 months after the date of the incident which You are claiming for.
- 3 The extra cost of single or private-room accommodation unless it is medically necessary.
- 4 Expenses for any treatment or medication of any kind that You receive in the UK.
- 5 Any claim arising for costs, if You are travelling to Australia or New Zealand and You do not register for treatment under the national Medicare scheme of those countries.
- 6 The cost of treatment for pregnancy or childbirth incurred within 12 weeks of the expected date of delivery.
- 7 Any additional costs or expenses to return or repatriate You to the UK if You did not have a return ticket or if You had a one way ticket to a nearer destination.
- 8 Continuation of treatment (including medication) started prior to Your Trip.
- 9 The cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral, exploratory tests which are not directly related to the Disabling Injury, Sickness or Disease which necessitated Your admittance to hospital or the need to seek medical treatment.
- 10 For the cost of any up-grades from economy class travel, unless Our medical advisors agree this is medically necessary.
- 11 Dental treatment which is not for the purpose of relieving immediate sudden acute pain.
- 12 The medical or dental expenses claimed if You have not got an original medical or

dental report from the qualified medical practitioner who treated You.

- 13 Any claim for dentures, dental appliances such as mouthguards and retainers, bridgework, corneal lenses, spectacles, sunglasses or artificial limbs, prosthetic eyes or hearing aids.

Note:

Please refer to general conditions for important information regarding emergency assistance.

Section 4. Hospital stay

We will pay You £10 for each complete 24 hour period You are confined to a hospital outside the UK as a result of an Injury, Sickness or Disease covered under Section 1 occurring during the Period of Insurance to help You pay for extra expenses such as taxi fares and phone calls.

Section 5. Cancelling and Curtailment

We will pay You for pre-booked unused travel and accommodation expenses that You have paid, or have agreed to pay under a contract which You cannot get back if it is necessary and unavoidable for You to cancel or cut short Your Trip as a result of:

- 1 You dying, becoming ill or injured;
- 2 the death, injury or illness of a Relative, close Business Associate, Your travel companion or a Relative or friend living overseas with whom You plan to stay;
- 3 You being called for jury service or as a witness (but not an expert witness or where your employment would normally require you to attend court) in a court of law;
- 4 an Accident to a vehicle in which You were planning to travel which happens within seven days of the date You planned to leave which leaves the vehicle unusable (this applies to self-drive Trips only);
- 5 if You are a member of the armed forces or police, fire, nursing or ambulance services and You have to stay because of an emergency;
- 6 You being made redundant from full-time, continuous, permanent employment as long as You are entitled to payment under the current redundancy payments law and that, at the time of booking Your Trip it was unforeseeable;
- 7 the police needing You to stay after a fire, flood or burglary at Your home within 48 hours before the date You planned to leave.

In respect of claims for curtailment, payments will be calculated from the day You return to the UK or You are hospitalised as an in-patient. Your claim will be based on the number of complete nights' accommodation lost out of Your originally booked arrangements. In respect of travel expenses, We will pay for additional costs but not for the loss of Your pre-booked arrangements.t

We will not cover the following:

- 1 Any extra costs resulting from You not telling the holiday company as soon as You know You have to cancel Your Trip.
- 2 The cost of Your original return trip if this has already been paid and You need to cut short Your Trip.
- 3 If You have to cut short Your Trip and do not return to the UK.
- 4 If You cut short Your Trip and You have less than 25% of the Trip left or five days, whichever is greater.
- 5 Claims for cutting Your Trip short not approved by the emergency assistance team.
- 6 Claims not supported by a medical report from a registered medical practitioner.
- 7 Claims for non-refundable expenses not supported by the published booking rules, terms and conditions.
- 8 Claims caused by the illness or death of any pets or animals.
- 9 Claims if You failed to get the relevant passport or visa.
- 10 Claims if You have failed to have any recommended vaccines, inoculations or medications prior to Your Trip.
- 11 Your disinclination to travel.
- 12 Claims caused or contributed to by or on the order of any government, public or local authority.
- 13 Any loss of Timeshare Points, Allocated Weeks, Loyalty Card Reward program points or loss of Airmiles and/or Air Mile points.

Section 6. Missed departure

We will pay the Additional Accommodation and Transportation expenses You need if You cannot reach the original pre-booked departure point of Your Trip on the outward or return leg because Public Transport services fail or the vehicle in which You are travelling is involved in an Accident or breaks down. You must allow enough time to arrive at Your departure point at or before the recommended time.

You must get written confirmation of the reason for the delay and how long it lasted from the appropriate authority. If Your claim relates to a vehicle breakdown, You must give Us evidence that the vehicle was properly serviced and maintained and that any recovery or repair was made by a recognised breakdown organisation.

We will not cover the following:

- 1 Any claim which is the result of a strike or industrial action which was public knowledge before You started Your Trip.
- 2 Any claim where You did not allow enough time.
- 3 Any claim not supported by written confirmation from the appropriate authority of the reason for the delay and how long it lasted.
- 4 Any claim where a vehicle was poorly maintained and not recovered or repaired by a recognised breakdown organisation.

Section 7. Abandoning Your Trip

If the start of Your pre-booked outward Trip by aircraft, sea vessel or cross channel train is delayed, due to:

- 1 strike or industrial action;
- 2 severe weather conditions; or
- 3 mechanical breakdown of aircraft

and it is necessary for You to have to cancel Your outward trip (out of the UK) as a result of a delay lasting more than 24 hours, We will pay the cost of Your trip less any amounts that are refundable.

You must have checked-in for Your trip at or before the recommended time. You must also provide written confirmation of the reason for the delay and how long it lasted from the appropriate authority.

We will not cover the following:

- 1 See Section 8.

Section 8. Travel delay

If the start of Your pre-booked outward or return leg (into or out of the UK) of Your international Trip by aircraft, sea vessel or cross channel train are delayed, due to:

- 1 strike or industrial action;
- 2 severe weather conditions; or
- 3 mechanical breakdown of aircraft, sea vessel or cross channel train.

We will pay £10 after each full eight hour period of delay, as long as You eventually go on the trip.

You must have checked-in for Your trip at or before the recommended time. You must also provide written confirmation of the reason for the delay and how long it lasted from the appropriate authority.

We will not cover the following under Sections 7 and 8:

- 1 Any claim which is the result of a strike or industrial action which was public knowledge before You started Your Trip.
- 2 Any claim resulting from orders of delay by any government or civil authority.
- 3 Any claim where You have not checked-in for Your trip at or before the recommended time.
- 4 Any claim not supported by written confirmation from the appropriate authority of the reason for the delay and how long it lasted.
- 5 Any claim that results from You missing a connecting flight.

Section 9. Luggage

If during the Period of Insurance Your luggage or Personal Effects are lost, stolen or damaged We will replace, repair or pay You the intrinsic value in cash of the luggage / Personal Effects at the time of loss. It is Our choice which one of these We do. If We pay You the value in cash, We will deduct reasonable depreciation from the amount We pay You ('new for old' settlement does not apply).

Our payment will not exceed the original purchase price of an item. Nor will Our payment exceed the Valuables item limit (for Valuables) or the Single item limit (for other items) shown on Your Certificate of Insurance for any one item, set or pair of items including attached or unattached accessories.

We will not cover the following:

- 1 Any claim for loss or theft which is not reported to the police or responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
- 2 Any claim for loss, theft or damage to Your luggage or Personal Effects whilst in the custody of Transport Provider if You have not notified the carrier within 24 hours and obtained a Property Irregularity Report (P.I.R.) or an official report.
- 3 Damage to fragile or brittle articles unless caused by a fire.
- 4 Sports equipment whilst in use.
- 5 Any Winter Sports equipment, Golf Equipment, Business Equipment, Computer Equipment, mechanically propelled vehicles, pedal cycles, surfboards or waterborne craft of any description.
- 6 Any claim for dentures, dental appliances such as mouthguards and retainers, bridgework, corneal lenses, spectacles, sunglasses, artificial limbs, prosthetic eyes or hearing aids.

- 7 Any claims for mobile phones regardless of whether the phone includes features including but not limited to a camera, MP3 player or personal organiser.
- 8 Claims for Personal Effects, luggage or Valuables arising from wear and tear, loss of value, mechanical or electrical breakdown, damage caused by atmospheric or climatic conditions, moth or vermin, any process of cleaning, repairing or restoring, or damage caused by leaking powder or fluid carried within Your baggage.
- 9 Items left Unattended in a Public Place.
- 10 Items left in the custody of someone without official responsibility for their safekeeping.
- 11 Items carried on a vehicle roof rack.
- 12 Damage to suitcases, holdalls or similar carriers unless You cannot use the damaged item.
- 13 More than £100 in total for Personal Effects stolen from an Unattended motor vehicle between the hours of 9.00 pm and 8.00 am or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- 14 Valuables left Unattended in any motor vehicle at any time (even if in the boot/concealed).
- 15 More than £500 in total for all items left Unattended in any motor vehicle.
- 16 Valuables whilst in the custody of the airline or any other carrier.
- 17 Claims arising from Your belongings being delayed or held by customs or other officials legally taking Your belongings.
- 18 Claims for damaged items if You do not keep the items and present them to Us for inspection if requested.
- 19 Claims for perishable goods, alcohol, cigarettes or other tobacco products.
- 20 Claims for musical instruments, paintings, pictures, sculptures, antiques, stamps, satellite navigation equipment, trading cards, equipment samples or merchandise, vehicles or accessories or household goods of any kind.
- 21 Any claims for loss, theft or damage to items shipped under the provision of any freight contract or sent by post.
- 22 Claims for items loaned to You or rented by You.

Section 10. Delayed luggage

If all Your luggage is delayed by a Transport Provider during the Trip for more than 24 hours We will pay You up to the limit shown on Your Certificate of Insurance for essential emergency items of clothing and toiletries.

If Your luggage is not ultimately returned to You any amount claimable under this benefit will be deducted from any entitlement under Section 9 of this policy.

We will not cover the following:

- 1 Delays, loss or theft which is not reported to the responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the Transport Provider at the time of making the report and must detail the incident, dates, times and length of delay and compensation they are liable to pay You for the luggage delay.
- 2 If Your belongings are delayed or held by customs or other officials legally taking Your belongings.
- 3 Any claims if You cannot supply receipts for the essential items purchased.

Section 11. Money and travellers cheques

We will reimburse You for Money or travellers cheques accidentally lost or stolen from Your person during the Period of Insurance. The most We will pay for children aged under 16 years of age is £50.

We will not cover the following:

- 1 Loss or theft which is not reported to the police within 24 hours. All reports must be confirmed in writing by the police at the time of making the report.
- 2 Shortages due to mistake or neglect.
- 3 Money which You do not carry on Your person.
- 4 Any loss of Money due to error, omission or depreciation in value.
- 5 Any claim under this Section if You cannot give Us evidence that You owned the Money or travellers cheques or evidence of their value.

Section 12. Passport and travel documents

We will pay for the cost of replacing Your passport, travel tickets, Green Cards and admission tickets if lost or stolen during the Period of Insurance.

We will not cover the following:

- 1 Loss or theft which is not reported to the police within 24 hours. All reports must be confirmed in writing by the police at the time of making the report.
- 2 Claims for reimbursement unless original receipts for the replacement of the documents are provided to Us.
- 3 Passports and travel documents left unattended in any motor vehicle at any time (even in the boot/concealed).
- 4 Passports and travel documents whilst in the custody of the airline or any other carrier.

Section 13. Securing Your home

If during Your Trip Your home is burgled, We will pay for Your property to be secured in Your absence. You must contact the emergency assistance service as soon as You are made aware of the burglary.

We will not cover the following:

- 1 Any work not authorised by the emergency assistance service.
- 2 Any amount that can be recovered by You from other sources including from any house insurance policy / policies.

Section 14. Mugging

If You suffer an injury and go into hospital as an in-patient as a result of a mugging attack We will pay You the amount shown on Your Certificate of Insurance. You must report the incident to the police within 12 hours and get a police report.

Section 15. Hijacking

We will pay up to £250 for each full 24 hour period if the pre-booked aircraft or sea vessel in which You are travelling is hijacked provided You provide Us with a written report from the police confirming the hijack and how long it lasted.

Section 16. Personal accident and death

If during the Period of Insurance You are involved in an Accident which causes You an injury which results (within 12 months of the date of the Accident) in:

- 1 permanent Total Disability; or
- 2 permanent complete loss of a leg or foot; or
- 3 permanent complete loss of use of an arm or hand; or
- 4 Your death.

In the event of Your death the amount We will pay is £5,000. We will not pay more than £1,000 for children aged under 16 years. In the other circumstances listed above (1-3) We will pay You the amount shown on Your Certificate of Insurance for the plan purchased.

Note:

We will not pay more than one lump sum under this section.

We will not cover the following:

- 1 The contracting of any disease, illness and/or medical condition.
- 2 The injection or ingestion of any substance.
- 3 Any event which directly or indirectly exacerbates a previously existing physical bodily condition.
- 4 Any claims resulting from hazardous activities, manual labour, motorcycling or quad biking.
- 5 The benefit payable will be reduced by 50% in respect of any claim arising whilst You are participating in any activity listed in category 2, 3 or 4 under the heading Acceptable Activities.
- 6 Any claim if at the date of the accident You are over the statutory retirement age and not in full-time employment.

Section 17. Personal liability

We will provide cover if, as a result of Your negligent act occurring during the Period of Insurance, You become unintentionally legally liable to pay compensation in respect to damage caused to someone else's property or the injury or death of someone else.

You must give Us notice of any cause for a legal claim against You as soon as You know about it and send Us any other documents relating to any claim. You must forward any unanswered letter, writ, summons and process to Us as soon as You receive it.

You must help Us and give Us all of the information We need to allow Us to take action on Your behalf. You must not negotiate, pay, settle, admit or deny any claim unless You have written permission from Us.

We will not cover the following:

- 1 Any liability arising from:
 - a an injury to Your travelling companions, a member of Your family or household or a person You employ; or
 - b loss or damage to property in the care, custody or control of You, Your travelling companions, a member of Your family or household or a person You employ.
- 2 Any liability, injury, loss or damage:
 - a to Your employees, travelling companions, members of Your family or household or a person You employ;
 - b arising directly or indirectly out of or in connection with Your trade, profession or business;
 - c arising directly or indirectly out of a contract You have entered into;
 - d arising directly or indirectly out of You owning, possessing, using or living on any land or in buildings (other than the temporary occupation of a residence for holiday purposes);
 - e arising directly or indirectly from or due to ownership, possession or use of any

motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled) or any form of motorised leisure equipment, animals, firearms or weapons; or

- f arising directly or indirectly out of any criminal, malicious or deliberate acts.
- g arising directly or indirectly from participant liability

Section 18. Legal expenses

This part of the Policy sets out the cover we provide in total, per Insured Journey to an Insured Person in relation to Costs and Expenses. DAS Legal Expenses Insurance Company Limited manages and controls all claims under this 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 by us to act for the insured person in accordance with the terms of this section.

Costs and Expenses

- a Legal Costs – all reasonable and necessary costs chargeable by the representative on a standard basis.
- b Opponents' costs – we will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

Date of occurrence – the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

What is covered:

We agree to provide the insurance in this section, as long as:

- 1 a the date of occurrence of the insured incident is during the period of insurance; and
- b Any legal proceedings will be dealt with by a court, or other body which we agree to; and
- c For civil claims, 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.
- 2 For all insured incidents, we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.
- 3 We will only pay the legal costs charged by a representative appointed by us.
- 4 The most we 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. If the aggregate limit is reached this amount will be allocated in proportion to our liability to each insured person.

Insured Incident

Bodily Injury

We will pay reasonable costs and expenses to pursue an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, the insured person occurring outside the UK and the Channel Islands, to recover damages or compensation.

What is not covered under Bodily Injury:

A claim relating to:

- 1 Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- 2 Defending an insured person's legal rights, but defending a counterclaim is covered.

What is not covered by this section

- 1 A claim reported to us more than 180 days after the insured person should have known about the insured incident;
- 2 An incident or matter arising before the start of this section;
- 3 Costs and expenses incurred before our written acceptance of a claim;
- 4 Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority;
- 5 A legal action that an insured person takes which we or the representative have not agreed to, or where an insured person does anything that hinders us or the representative;
- 6 A claim relating to written or verbal remarks which damage an insured person's reputation;
- 7 A dispute with us or Oval Group or Firebond not otherwise dealt with under Condition 6;
- 8 An application for judicial review;
- 9 Any costs and expenses that are incurred where we agree a contingency fee arrangement with the representative;
- 10 Any claim against us, our agent, tour operator or travel agent.

Conditions which apply to this Section

- 1 a We can take over and conduct in the name of an insured person, any claim or legal proceeding at any time. We can negotiate any claim on behalf of an insured person.
 - b The insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
 - i We agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - ii There is a conflict of interest. We may choose not to accept the insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
 - c In all circumstance except those in 1 b) previously, we are free to choose a representative.
 - d Any representative will be appointed by us to represent an insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
 - e We will have direct contact with the representative.
 - f An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
- 2 a An insured person must give the representative any instructions that we require.
 - b An insured person must tell us if anyone offers to settle a claim.
 - b If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
 - c We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 3 a An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
 - b An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.
- 4 If the representative refuses to continue acting for an insured person with good reason or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
- 5 If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.
- 6 If we and an insured person disagree about the choice of representative, or about the handling of a claim, we and the insured person can choose another suitable qualified person to decide the matter. We and the insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 7 We may, at our discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.
- 8 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

Conditions which apply to this Section

- 1 a We can take over and conduct in the name of an insured person, any claim or legal proceeding at any time. We can negotiate any claim on behalf of an insured person.
- b The insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
 - i We agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - ii There is a conflict of interest. We may choose not to accept the insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
- c In all circumstance except those in 1 b) previously, we are free to choose a representative.
- d Any representative will be appointed by us to represent an insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
- e We will have direct contact with the representative.
- f An insured person must co-operate fully with us and the representative and must

keep us up to date with the progress of the claim.

- g An insured person must give the representative any instructions that we require.
- 2 a An insured person must tell us if anyone offers to settle a claim.
 - b If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
 - c We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 3 a An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
 - b An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.
- 4 If the representative refuses to continue acting for an insured person with good reason or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
- 5 If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.
- 6 If we and an insured person disagree about the choice of representative, or about the handling of a claim, we and the insured person can choose another suitable qualified person to decide the matter. We and the insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 7 We may, at our discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.
- 8 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

Section 19. Student loan

If during the Period of Insurance You are involved in an Accident which results in Your death or inability to study due to Permanent Total Disability, We will pay You or Your estate the cost of discharging Your student loan. This benefit is only applicable in respect of loans in Your name with a recognised bank, or other recognised financial institution for the sole purpose of the payment of tuition fees, course fees or related costs relating to You attending a university or other third level educational institution.

Section 20. Exam resit

If due to unforeseen circumstances outside Your control:

- 1 You have to re-arrange Your Trip We will pay the reasonable cost of doing so (we will not pay more for re-arranging Your Trip than the cancellation costs which would have been incurred had the Trip been cancelled);
- 2 You have to cancel the Trip (because You cannot re-arrange it) We will pay You the non-refundable unused portion of all travel costs pre-paid in advance.

We will only pay if Your claims result from You having to retake or resit any exam which counts towards Your final qualification as part of You attending a university or any other third level education institution, subject to the dates of these exams not having been made public prior to the Relevant Time.

Section 21. Piste closure

Available only during the months of December to April inclusive in the Northern Hemisphere and during the local regional ski season in the Southern Hemisphere. We will pay if the pistes are closed, as a result of inadequate snow in Your prebooked resort, £20 for each complete 24 hour period whilst You are unable to ski or snowboard.

You must obtain written confirmation from resort authorities or ski lift operators for the period that no skiing was available due to closure of lifts. You must also submit original receipts for travel and ski pass costs for which You wish to claim.

Section 22. Avalanche cover

We will pay reasonable and necessary Additional Accommodation and Transportation expenses that You incur if Your pre-booked return trip is delayed for more than 12 hours from the scheduled time of arrival or departure shown on Your itinerary due to an avalanche.

Section 23. Personal ski equipment and ski hire

We will pay:

- 1 for loss of personal Ski Equipment;
- 2 £15 for each complete 24 hour period for hire or replacement Equipment due to the loss of or damage to Your personal Ski Equipment;

- 3 for loss of use of the ski pack consisting of lift pass, skis, snowboards, boots and bindings, either purchased or hired in the event that skiing or snowboarding is not possible for the duration of the Trip.

We will deduct reasonable depreciation from the amount We pay You. Our liability for Ski Equipment hired by You is further limited to Your liability for such loss or damage.

We will not cover the following:

- 1 Damage to Your skis where You do not bring them back to the UK so that they can be inspected.
- 2 Loss which You do not report to the police within 24 hours of discovering such loss and for which You have not obtained a written acknowledgement.
- 3 Loss arising from theft, delay, loss or damage to skis while they are transported unless You report this immediately to the carrier and obtain a Property Irregularity Report.
- 4 Loss due to seizure or confiscation of Ski Equipment by authorities.
- 5 Loss or theft where the Ski Equipment is left Unattended in a Public Place, or in the custody of someone without official responsibility for its safekeeping.

Section 24. Golf equipment

If during the Period of Insurance Your Golf Equipment is lost, stolen or damaged We will replace, repair or pay You the value in cash of the Golf Equipment. It is Our choice which one of these We do. If We pay You the value in cash, We will deduct reasonable depreciation from the amount We pay You.

Our payment will not exceed the original purchase price of an item. Nor will Our payment exceed the item limit shown on Your Certificate of Insurance for any one item, set or pair of items including attached or unattached accessories.

We will not cover the following:

- 1 See Section 25, we will not cover the following under sections 24 and 25.

Section 25. Golf equipment hire

If Your own Golf Equipment is:

- 1 lost, stolen or damaged; or
 - 2 misdirected or delayed in transit by more than 24 hours.
- We will pay for the cost of hiring You the necessary Golf Equipment up to £40 for each 24 hour period You are without Your own Golf Equipment.

We will not cover the following under Sections 24 and 25:

- 1 Loss or theft which is not reported to the police or responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
- 2 Damage to Golf Equipment whilst in use.
- 3 Claims for wear and tear, loss of value, mechanical or electrical breakdown, damage caused by atmospheric or climatic conditions, moth or vermin, any process of cleaning, repairing or restoring, or damage caused by leaking powder or fluid carried with Your baggage.
- 4 Items left Unattended in a Public Place.
- 5 Golf Equipment left Unattended in any motor vehicle at any time (even if in the boot / concealed).
- 6 If Your Golf Equipment is delayed or held by any customs or other officials legally taking Your belongings.
- 7 Items carried on a vehicle roof rack.
- 8 Items left in the custody of someone without official responsibility for their safekeeping.
- 9 More than £100 in total for Golf Equipment stolen from an Unattended motor vehicle between the hours of 9pm and 8am or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- 10 More than £500 in total for all items left Unattended in any motor vehicle.
- 11 Loss, theft or damage to Your belongings if You fail to take reasonable care.

Section 26. Green fees

We will pay You for the loss of prepaid green fees which You cannot get back from anywhere else, if the course You are due to play is completely closed because of snow, frost, water logging, fog or high winds. You must obtain a written letter from the secretary of the club confirming the date and reason for the course closure.

Section 27. Hole in one cover

We will pay You for customary bar expenses You incur as a result of, and immediately subsequent to, You achieving a hole in one during a competition round.

You must get a written statement from the golf club secretary confirming the competition name and date, You must also get a certified copy of Your score card countersigned by the Official Scorer for the competition and provide a Golf Club bar receipt to show the sum that You paid.

We will not cover the following:

- 1 Any claim if You are aged under 18.

Section 28. Business equipment

If during the Period of Insurance Your Business Equipment is lost, stolen or damaged, We will replace, repair or pay You the value in cash of the Business Equipment. It is Our choice which one of these We do. If We pay You the value in cash, We will deduct reasonable depreciation from the amount We pay You.

Our payment will not exceed the original purchase price of an item. Nor will Our payment exceed the item limit shown on Your Certificate of Insurance for any one item, set or pair of items including attached or unattached accessories.

We will not cover the following:

- 1 See Section 29.

Section 29. Computer equipment

If during the Period of Insurance Your Computer Equipment is lost, stolen or damaged, We will replace, repair or pay You the value in cash of the Computer Equipment. It is Our choice which one of these We do. If We pay You the value in cash, We will deduct reasonable depreciation from the amount We pay You. Our payment will not exceed the original purchase price of an item. Nor will Our payment exceed the item limit shown on Your Certificate of Insurance for any one item, set or pair of items including attached or unattached accessories.

We will not cover the following under Section 28 and 29:

- 1 Loss or theft which is not reported to the police or responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
- 2 Damage to fragile or brittle articles unless caused by a fire.
- 3 Claims for Personal Effects, luggage or Valuables arising from wear and tear, loss of value, mechanical or electrical breakdown, damage caused by atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, or damage caused by leaking powder or fluid carried within Your baggage.
- 4 Items left Unattended in a Public Place.
- 5 Items left in the custody of someone without official responsibility for their safekeeping.
- 6 Items carried on a vehicle roof rack.
- 7 Items in any motor vehicle at any time (even if in the boot/concealed).
- 8 Loss, theft or damage to Your belongings if You fail to take reasonable care.
- 9 Computer Equipment whilst in the custody of the airline or any other carrier.

Section 30. Delayed business samples

We will pay for emergency courier expenses You incur in obtaining replacement business samples which are essential to Your intended business itinerary if delayed or lost in transit during the outward leg of Your Trip for more than 24 hours.

We will not cover the following:

- 1 Delays which are not reported to the responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the Transport Provider at the time of making the report.
- 2 If Your belongings are delayed or held by customs or other officials legally taking Your belongings.

Section 31. Business money

We will pay for the loss or theft of Your Business Money or travellers cheques lost or stolen from Your person if You can give Us evidence of the value.

We will not cover the following:

- 1 Loss or theft which is not reported to the police or responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
- 2 Loss or theft of Business Money or travellers cheques whilst not carried on Your person.
- 3 Any loss or theft of Business Money that does not belong to Your employer or You if You are self employed.

Section 32. Replacement employee

We will pay for reasonable and necessary Additional Accommodation and Transportation expenses incurred by You in sending a replacement employee to complete essential unfinished professional duties following Your disablement as a result of death, Disabling Injury, Sickness or Disease, where such disablement is likely to last for at least seven days.

We will not cover the following:

- 1 The cost of air travel other than for an economy class scheduled return air fare.
- 2 Any losses not confirmed by a qualified medical practitioner.

Section 33. Pet cover

If the start of Your pre-booked return international trip to the UK by aircraft, sea vessel or cross channel train is delayed for more than 12 hours, due to:

- 1 strike or industrial action;
- 2 severe weather conditions; or
- 3 mechanical breakdown of aircraft.

We will pay the additional kennel and/or cattery fees incurred as a result of Your delay. You must also provide written confirmation of the reason for the delay and how long it last from the appropriate authority.

We will not cover the following:

- 1 Any claim which is the result of a strike or industrial action which was public knowledge before You started Your Trip.
- 2 Any claim resulting from orders of delay by any government or civil authority.

Section 34. Scheduled Airline Failure Insurance

Important: This cover is only applicable to the policy purchased if it is shown as a benefit on your Certificate of Insurance.

Cover under this section is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom and is underwritten by a consortium of Association of British Insurers member Companies & Lloyds Syndicates.

We will pay up to the amount shown on your Certificate of Insurance as the benefit level in respect of Scheduled Airline Failure Insurance in total for each Person-Insured named on the Invoice and Airline Ticket for:

- 1 Irrecoverable sums paid in advance in the event of Insolvency of the scheduled airline not forming part of an inclusive holiday prior to departure or
- 2 In the event of Insolvency after departure:
 - a additional pro rata costs incurred by the Person-Insured in replacing that part of the flight arrangements to a similar standard to that originally booked or
 - b if curtailment of the holiday is unavoidable - the cost of return flights to the United Kingdom, Isle of Man, Channel Islands or Ireland to a similar standard to that originally booked.

PROVIDED THAT in the case of a) and b) above where practicable the Person-Insured shall have obtained the approval of Us prior to incurring the relevant costs by contacting Us as set out below.

We will not pay for:

- Scheduled flights not booked within the United Kingdom, Isle of Man, Channel Islands or Ireland prior to departure
- Any costs resulting from the Insolvency of:
- a any scheduled airline which is insolvent or in respect of which any prospect of Insolvency is known at the date of issue of the Certificate
- b any scheduled airline who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
- The failure of any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked a scheduled flight to meet any obligations under such booking
- Any loss for which a third party is liable or which can be recovered by other legal means

Section 35. Dynamic Packaging Insurance

Important: This cover is only applicable to the policy purchased if it is shown as a benefit on your Certificate of Insurance.

Cover under this section is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom and is underwritten by a consortium of Association of British Insurers member Companies & Lloyds Syndicates.

The Insurer will pay up to the benefit limit for each Person-Insured named on the Invoice for:

- 1 Irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure or
- 2 In the event of insolvency after departure:
 - a additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard to that originally booked or
 - b if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Ireland to a similar standard to that originally booked.

PROVIDED THAT in the case of a) and b) above where practicable the Person-Insured shall have obtained the approval of Us prior to incurring the relevant costs by contacting Us as set out below

We will not pay for:

Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure

The Financial Failure of:

- a any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of the Certificate
- b any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
- c any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation

Any loss for which a third party is liable or which can be recovered by other legal means

Claims Procedure: International Passenger Protection claims only - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to:

International Passenger Protection Claims Office

IPP House
22-26 Station Road
West Wickham
Kent BR4 OPR
United Kingdom
F +44 (0)20 8776 3751
P +44 (0)20 8776 3752
E info@ipplondon.co.uk

We will only accept claims submitted up to six months after the failure.

Any claims submitted after the six month period will NOT be processed.

ALL OTHER CLAIMS - REFER TO YOUR INSURANCE DOCUMENT AND SEE ALTERNATIVE CLAIMS PROCEDURE.

This Certificate is only a summary of the protection provided. A copy of Master Policy wording providing full details of the terms and conditions of this Insurance is available from the Policyholder upon request.

NOTES ON DYNAMIC PACKAGING INSURANCE - DPI

We Cover:

For the insolvency of any travel arrangements booked in the United Kingdom, Channel Islands, Isle of Man or Ireland (not forming part of an inclusive holiday) and not bonded or insured already.

These would include:

- Scheduled airlines (See PPIPB);
- Hotels;
- Car ferries;
- Villa's abroad & cottages in the UK;
- Railway journeys including the Eurostar;
- Coach journeys;
- Cruises not bonded;
- Car hire;
- Caravan sites / campsites / mobile homes;
- Camper rental;
- Safaris;
- Excursions;
- Eurotunnel;
- Theme parks such as Disneyland Paris

We Do Not Cover:

The booking agent or consolidator.

General Exclusions

We will not cover the following under any section of the policy:

- 1 Costs or expenses incurred outside the Period of Insurance.
- 2 A claim which arises from an event which occurs outside the Period of Insurance.
- 3 Any claim under a section of this Policy Wording that is not shown on the benefits table on Your Certificate of Insurance.
- 4 Claims directly or indirectly arising from any Existing Medical Condition:
 - a You or Your travelling companion has. This exclusion will be waived:
 - i from the time the appropriate additional amount has been received by Us in respect of the Existing Medical Condition for which cover is separately applied for and accepted by Us and for which special conditions, limits and excesses may apply if We notify You in writing.

- b of any other person (as specified in Section 5) unless the person is hospitalised or dies in the UK after the Relevant Time and at the Relevant Time the chance of a claim occurring is highly unlikely. In any event, We will not pay more than £1,500 under all sections of the policy combined.
- 5 Any claim if You, Your travelling companion and anyone else upon whose health Your booking depends:
- are travelling against medical advice;
 - are travelling to receive medical advice or treatment;
 - are on a hospital waiting list waiting for treatment or investigation; or
 - have been given a terminal diagnosis.
- 6 Loss or damage directly or indirectly caused by war, revolution or any similar event or any Government, public or local authority legally taking or damaging Your property.
- 7 Any claim arising from or as a result of civil commotions or riots of any kind.
- 8 Loss, or damage to any property, or any loss, expense or liability arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 9 Any claim under Sections 9 and 10 if You already have a more specific insurance covering this.
- 10 Any claim, if at the time of loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability. We will only pay Our share.
- 11 Loss, destruction or damage directly caused by pressure waves resulting from any aircraft or other flying object travelling at or above the speed of sound.
- 12 Any claim arising from You being in, or entering, or leaving any aircraft other than as a fare-paying passenger in a fully-licensed passenger-carrying aircraft.
- 13 Any claim arising from using a two-wheeled motor vehicle, motorcycle or quadbike.
- 14 Any other loss connected to the event You are claiming for unless We provide cover under this insurance.
- 15 Any claim arising directly or indirectly from financial problems.
- 16 Any claim resulting from the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfill any part of their obligation.
- 17 Any claim arising or resulting from You being involved in any illegal or criminal act.
- 18 Winter Sports unless You have paid the appropriate additional premium to extend Your cover as indicated on Your Certificate of Insurance.
- 19 Any claim arising or resulting from depression, anxiety, stress, depressive illness of any type, suicide or attempted suicide or injuring Yourself deliberately or putting Yourself in danger (unless You are trying to save a human life).
- 20 Any claim resulting from You being under the influence of or in connection with the use of alcohol or drugs, or You contracting any Sexually Transmitted Diseases, HIV or AIDS.
- 21 This exclusion applies to Sections 5, 6, 7, 8, 9, 10, 17 and 18 – We shall not be liable under this insurance for any claims in any way caused or contributed to by:
- the failure of, or
 - the fear of the failure of, or
 - the inability of, any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.
- 22 Loss, damage, expense or indemnity incurred as a result of travelling to an area that the Foreign and Commonwealth office have advised against travel, provided that such loss, damage, expense or indemnity is directly or indirectly related to any circumstances that are the reason for the advice.
- 23 Any loss directly or indirectly resulting from Your participation in manual work whether paid or unpaid .
- 24 Claims arising from Your participation in an activity not listed under the definition of 'Acceptable Activity'. If You are participating in an activity listed in Category 2, 3 or 4 under the heading Acceptable Activity this exclusion will be waived for the relevant activity only if You have paid the appropriate additional premium and the relevant activity is listed on Your Certificate of Insurance.

Note:

- We cannot guarantee cover for the activity will be accepted but if accepted, the terms of cover will include a separate excess and specific limits and exclusions.
- 25 Any claim arising from participation by You or Your travelling companion in sports activities in a professional capacity or racing (other than on foot). This exclusion applies to any Acceptable Activity or Winter Sports which but for this exclusion would be covered.

- 26 Any claim arising directly or indirectly from You or Your travelling companion travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- 27 Except for Sections 1, 2, 4 and 16, claims arising directly or indirectly from an Act of Terrorism or the threat or perceived threat of an Act of Terrorism. Notwithstanding, We will not pay under any section of the policy any claim arising from a nuclear, chemical or biological attack.
- 28 Claims arising from Avian Influenza (including the H5N1 strain) or any derivative or mutation of such viruses, or the threat or perceived threat of any of the above.
- 29 Any other loss, damage or additional expenses following on from the event for which you are claiming is not covered under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.
- 30 Claims directly or indirectly arising if You fail to take reasonable care.

Data Protection Act 1998

Please note that any information provided to us will be processed by Us and Our agents in compliance with the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information, in confidence, for process to other companies acting on their instructions including those located outside the European Economic Area.

Compensation Scheme

ETI are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Claims

Making a claim

FOR SECTIONS 1-17 and SECTIONS 19-33

If you need to make a claim under these sections please complete a claim form which you can print from www.covermore.co.uk and submit within 31 days of the end of your Trip. When sending us your claim form, post all ORIGINAL supporting documents not photocopies. Please keep a copy for your records.

Cover-More Insurance Services Limited - Claims Team:

2nd Floor, 31 Springfield Road, Chelmsford, Essex CM2 6JE

PO Box 9180, Chelmsford, Essex CM1 9AG

p_01245 272 408

e_claims@covermore.co.uk

FOR SECTION 18 – LEGAL EXPENSES ONLY

Please send your claim in writing to:

DAS Legal Expenses Insurance Co. Ltd.,

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

FOR SECTION 34 SCHEDULED AIRLINE FAILURE INSURANCE & SECTION 35 DYNAMIC PACKAGING INSURANCE ONLY

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to:

IPP Claims Office

IPP House, 22-26 Station Road

West Wickham

Kent BR4 0PR

How We Resolve Your Complaints

It is Our intention to give You the best possible service and treat You fairly. If You do have any questions or concerns about this insurance or the handling of a claim please tell Us so we can help.

If Your complaint is about a claim

In the first instance You should contact the person handling Your claim. If unable to be resolved please contact:

Claims Manager

PO Box 9180,

Chelmsford, Essex, CM1 9AG

p_ 01245 272 408

e_ claims@covermore.co.uk

Please ensure Your policy number is quoted in all correspondence and that You explain the reasons for Your complaint to help Us respond as quickly and efficiently as possible.

If You remain dissatisfied with the final decision on Your claim and wish to make a complaint, You can do so by contacting the following:

The Head of Claims

ETI International Travel Protection

Albany House

14 Bishopric, Horsham RH12 1QN

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service (FOS at:

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR

p_ 0845 080 1800

Your statutory rights are not affected if You choose to follow any of the complaints procedures above. For further information about Your statutory rights contact Your local authority Trading Standard Service or Citizens Advice Bureau.

If your complaint is for another reason:

If, for any reason, You have any cause for complaint regarding this insurance, You should write to:

The Operations Manager,

Cover-More Travel Insurance,

PO Box 9180, Chelmsford, Essex, CM1 9AG or

email enquiries@covermore.co.uk

You may arrange Travel Insurance with the travel insurer of your choice.

Agent's Stamp

Cover-More Insurance Services Limited:

2nd Floor, 31 Springfield Road, Chelmsford, Essex CM2 6JE

PO Box 9180, Chelmsford, Essex CM1 9AG

United Kingdom

ph 01245 272 408 fax 01245 272 400

email enquiries@covermore.co.uk

You may arrange travel insurance with any insurer of Your choice.

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