

You travel, we care

Travel Insurance Policy Wording

Student Medical Expenses insurance



ERV Travel Insurance

Welcome to Student Medical Expenses Insurance provided by Guard.me International Insurance Services Limited – regulated by the Financial Conduct Authority in the UK and EEA and authorised to provide non-life insurance services in Ireland, FCA registration 509721. This product is underwritten by ETI - International Travel Protection, the **United Kingdom** branch of Europäische Reiseversicherung (ERV) A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. **ERV** is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of **Our** regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **Us** on request. **Our** registration number is 220041.

This insurance is available only to persons under the age of 70 who have booked an **Academic Course** with the **Policyholder** and for whom the appropriate premium has been paid prior to travel.

This **Policy** is a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have answered **Our** questions fully and accurately. **You** must tell **Us** immediately if there are any relevant changes in **your** circumstances or to the information already given.

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

Useful telephone numbers

Emergency Assistance in Europe
Emergency Assistance in UK & Ireland

tel. +44 (0) 1444 454 540
tel. +44 (0) 207 902 7405
tel. +1 844 780 0494 (USA & Canada)
tel. +44 (0) 1403 788 515

Non Medical Claims

Policy content

ERV Travel Insurance	Page 1
Useful telephone numbers	Page 1
Table of Benefits	Page 3
Important notes	Page 5
Pre-existing medical conditions	Page 6
Words with special meanings	Page 7
Policy information	Page 10
General policy conditions	Page 10
General policy exclusions	Page 12
Claims conditions	Page 13
Complaints procedure	Page 16
Section 1 - Emergency medical and repatriation expenses	Page 16
Section 2 - Personal accident	Page 18
Section 3 - Cancellation	Page 21
Section 4 - Curtailment	Page 22
Section 5 - Travel delay and disruption	Page 23
Section 6 - Personal effects	Page 24
Section 7 - Luggage delay	Page 26
Section 8 - Personal liability	Page 26
Covered leisure activities	Page 28
Excluded hazardous activities and sports	Page 30
Important information	Page 31
Data protection notice	Page 31

Table of Benefits

		Standard package of covers	
Section	Cover	Sums insured in Euros or GBP	Excess in Euros or GBP
1	Emergency medical and repatriation expenses <ul style="list-style-type: none"> - Hospital confinement benefit - Funeral expenses - Emergency dental treatment 	10,000,000 20 per 24hrs (max 100) 2,000 150	Nil Nil Nil Nil
2	Personal accident	25,000	Nil
3	Cancellation	7,500	Nil
4	Curtailement	7,500	Nil
5	Travel delay and disruption <ul style="list-style-type: none"> - Abandonment - Disruption - Missed Departure 	20 per 12hrs (max 280) 7,500 7,500 7,500	Nil
6	Personal effects / possessions <ul style="list-style-type: none"> - Single Item limit - Valuables limit - Personal money - Replacement Documents 	2,000 250 250 250 250	Nil
7	Luggage delay	100 after 12hrs (max 100)	Nil
8	Personal liability <ul style="list-style-type: none"> - Bodily injury 	2,000,000	Nil

Important notes

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

Complaints

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

Conditions and Exclusions

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

Cooling Off Period

If this **Policy** does not meet **Your** requirements **You** may cancel it within 14 days of issue and provided that **You** have not started a trip or made or intend to make a claim, **We** will cancel the **Policy** and refund **Your** premium in full. The right to cancel during a cooling-off period does not apply to a **Policy** that lasts less than one month.

Cruises

The **Policy** will not cover **You** for trips on Cruise-ships.

Cyber-terrorism

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

Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

Governing Law

The law of England and Wales governs **Your Policy**.

Geographical Limit

No cover is provided under this **Policy** for travel outside of Europe.

Hazardous Activities and Sports

This **Policy** will not automatically cover **You** when **You** take part in **Hazardous Activities and Sports**. For information about which leisure activities are covered go to the **Hazardous Activities and Sports** section.

Medical Expenses

The **Policy** does not provide private healthcare unless specifically approved by **Our Assistance Company**.

Personal Effects Claims

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

Policy Excesses

Claims under most sections of the **Policy** will be subject to a **Policy Excess**. Where there is a **Policy Excess You** will be responsible for paying the first part of each claim per person per claim under each section of the **Policy**. The amount of **Policy Excess** for each section of cover is shown in the Table of Benefits.

Policy Limits

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

Policy Wording / Policy

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

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.

Reciprocal Health Agreements

You are strongly advised to obtain a European Health Insurance Card (EHIC) before leaving **Your** ordinary country of residence. This will entitle **You** to benefit from the reciprocal health agreements which exist between EU countries.

Volcanic Ash

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

Pre-existing medical conditions

This **Policy** contains exclusions regarding **Pre-Existing Medical Conditions** which affect all **Insured Persons** and the cover provided by this **Policy**. It is very important that **You** read and understand the following exclusions.

If **You** do not provide **Us** with accurate and complete answers, **You** will lose all rights under this **Policy** and **Your** claims will not be paid.

You are not covered for claims :

1. Directly or indirectly resulting from an **Insured Person** suffering from or having been treated for or diagnosed with any of the following medical conditions within the last twelve months before the start date of an **Insured Journey** :
 - a. a cardiovascular or heart related condition
e . g . heart attack, angina, chest pain, hypertension and the like
 - b. a lung or respiratory related condition (not including asthma, when it is controlled , meaning **You** have not been admitted to hospital in relation to asthma in the past 2 years and **You** have no other medical condition)
 - c. a cerebrovascular condition, e.g. stroke, brain stroke or TIA (transient ischemic attack)
 - d. a psychological or psychiatric condition such as stress, anxiety, depression, dementia, malaise, fatigue (burn out syndrome)
 - e. a terminal condition.
 - f. any form of cancer
 - g. an organ transplant or dialysis
2. If an **Insured Person** is travelling against medical advice or in order to seek medical treatment.

Words with special meanings

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

Academic Course

any accredited educational course run by the **Policyholder** which runs for no more than one academic year or in any case a maximum of twelve consecutive months.

Active Participation

- A. the act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**.
- B. the act of any person voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign and Commonwealth Office. See www.fco.gov.uk.

Assistance Company and Helpline

ERV's Assistance Company's telephone line for the purpose of dealing with emergency assistance.

BSAC

British Sub-Aqua Club

Bodily Injury

an injury caused solely by sudden unexpected accidental external violent and visible means.

Cash

valid coins, bank and currency notes.

Catastrophe

avalanche, landslide, explosion, earthquake, fire, flood, hurricane, lightning, medical epidemic, storm, tempest, tsunami or volcanic activity.

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.

Consent

Your agreement on **Your** own behalf ; and, where

You are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf ; and

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

Contamination

contamination, poisoning, or prevention and / or limitation of the use of objects due to the effects of nuclear, chemical, biological and / or radioactive substances.

Cyber-terrorism

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

EEA

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and UK

Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza, Corsica, Sardinia, Sicily, Malta, Gozo, Crete, Rhodes and other Greek Islands, Northern and Southern Cyprus), Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, Vatican City.

Hazardous Activities and Sports

any pursuit or activity where it is recognised that there is an increased risk of serious injury or which can be reasonably expected to aggravate any existing disability or infirmity. (For a list see the section **Hazardous Activities and Sports** .)

Hijack

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

Illness

a sudden and unexpected deterioration in health not caused by **Bodily Injury**.

Insurance Event

one occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, which may give rise to a claim.

Insured Journey

any trip booked within the **Policy Period** by an **Insured Person** for the purpose of attending an **Academic Course** with the **Policyholder** in the **United Kingdom** or **Europe**, including **Leisure Trips** within the **United Kingdom** or **Europe** up to a maximum of 21 days per trip.

Insured/Insured Person/You/Your

any person not ordinarily resident in the **United Kingdom** or **Europe**, specified in a Declaration by the **Policyholder** who is eligible to be insured and for whom premium has been paid prior to travel.

Insurer/ERV/We/Us/Our

other than where exceptionally defined elsewhere in the **Policy**, ETI - International Travel Protection, Afon House, Worthing Road, Horsham RH12 1TL, the United Kingdom branch of Europäische Reiseversicherung (ERV) A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of **our** regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **us** on request. **Our** registration number is 220041.

Kidnap

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

Leisure Trip

a journey solely for holiday or leisure purposes

commenced and ended during the **Policy Period** from the **United Kingdom** or **Europe** and which includes a flight or pre-booked overnight accommodation outside the **United Kingdom** or **Europe** up to a maximum of 21 days per trip.

Loss of Limb

In respect of :

1. an arm - permanent physical severance or the permanent total loss of use of an arm at or above the wrist joint
2. a leg - physical severance or total loss of use above the level of the ankle (talo-tibial joint).

Loss of Sight

permanent blindness in one eye to the degree that after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less, or permanent blindness in both eyes resulting in the **Insured Person 's** name being added to the register of Blind Persons on the authority of a qualified ophthalmic specialist.

Medical Practitioner

a qualified medical physician, not being an **Insured Person** or a **Relative** of the **Insured Person**.

PADI

the Professional Association of Diving Instructors.

Partner

the **Insured Person 's** married spouse, civil partner or person (including person of the same sex) with whom the **Insured Person** has been cohabiting as though they were their spouse for more than 3 months.

Period of Cover

the period to which the insurance applies, which cannot exceed one academic year or in any case a maximum of twelve consecutive months. This is between and inclusive of the dates shown as Cover start date and Cover end date on the **Policy Schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

Permanent Partial Disablement

partial disablement which has lasted for at least 12 months and which in our opinion is beyond hope of recovery and will in all probability continue for the remainder of the **Insured Person 's** life.

Permanent Total Disablement

disablement resulting in an **Insured Person 's** permanent and absolute inability to attend to any

profession, business or gainful occupation of any kind.

Personal Effects

baggage, clothing, other articles normally worn used or carried by **You**, suitcases and other containers taken on, or acquired during, a trip by an **Insured Person** (but excluding **Personal Money**) and which are owned by **You** including **Valuables** and gifts purchased outside **your** normal country of residence.

Personal Money

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, **Travel Documents**, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **Insured Person**.

Policy Excess

the amount of money that will be deducted per person per claim by **Us** from a claims settlement under certain sections of the **Policy**. The amount of **Excess** per **Policy** section is shown on **Your Policy Schedule**. If **You** use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no **Policy Excess** will apply under Section 1, Cover A : Emergency medical and repatriation expenses .

Policy Schedule

the certificate of coverage under the **Policy**, as amended or endorsed from time to time.

Pre-Existing Medical Condition

any past, current or reoccurring medical condition which has been diagnosed, investigated or treated at any time prior to travel, even if this condition is considered to be stable and under control.

Private Accommodation

within a permanent building a securely lockable room or connected series of rooms including sleeping quarters for **Your** sole private use or the sole private use of **You** and **Your Partner**.

Policyholder

the firm, company or organisation providing **Academic Courses**, named as the **Policyholder** on the **Policy Schedule**, not being an **Insured Person**.

Relative

mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, relation in law or fiancé (e), **Partner** or child, (including step-child or adopted child) .

Single Item Limit

the maximum amount **We** will pay for any one article, pair or set belonging to **You**. A pair or set is any number of items that belong together or can be used together.

Sports Equipment

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

Strike or Industrial Action

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

Terrorism

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

Travel Documents

Airline, ferry, international train, theme park, event and entertainment tickets.

United Kingdom

England, Scotland, Wales and Northern Ireland (excluding the Scilly Isles, the Channel Islands and the Isle of Man) .

Valuables

jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to mobile phones, Blackberries, iPods, iPads, Kindles and the like and associated software.

War and Civil Unrest

war or warlike operations whether war is declared or not, civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

Weapons of Mass Destruction

the use of atomic, biological or chemical weapons or **Contamination**.

Policy information

The Policy Wording

The **Policy Wording** tells **You** exactly what is and is not covered, how to make a claim and other important information.

Policy Schedule

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

Reciprocal health agreements

If **You** are travelling to a European Union country **You** are strongly advised to obtain a European Health Insurance Card online or from **Your** local post office. This will entitle **You** to benefit from the reciprocal health agreements, which exist between EU countries. Should **You** require medical treatment in Australasia please note that reciprocal arrangements may apply.

General policy conditions

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

Age limitation

Cover does not extend to any person aged 70 years and over at the commencement of the **Period of Cover**.

Cancelling the policy

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

Change in Business

The Policyholder shall give written notice to Guard.me International Insurance Services Ltd within a reasonable time of any alteration in the **Policyholder's** business.

Commencement of cover

Cover for cancellation commences on the "Issued on" date shown on **Your Policy Schedule** or from the date the trip is booked (whichever is later) and terminates on commencement of the trip. In respect of all other cover in the **Policy**, cover commences from the effective date when **You** leave **Your** usual place of residence to commence the trip, and continues until the time of **Your** return to **Your** usual place of residence on completion of the trip.

Declarations

The **Policyholder** must send to the Insurer monthly declarations confirming for each Insured Person

- a, name, date of birth and ordinary country of residence
- b, start and end date of the insurance cover required in relation to the Academic Course
- c, premium due.

Declarations and the gross premium due inclusive of IPT must be sent by the **Policyholder** to Guard.me International Insurance Services Ltd within 30 days of the end of each preceding month.

No cover is provided under this Policy to any person who is not named in the **Policyholder's** monthly declaration, or for whom the appropriate premium is not paid in a timely manner. **We** will not be liable for the errors or omissions of the Policyholder in this regard.

Maximum duration

Cover in the **United Kingdom** or **Europe** is provided to each **Insured Person** for the duration of **Your** stay in relation to **Your Academic Course** up to a maximum of 15 months. Cover is provided for incidental **Leisure Trips** only within the **United Kingdom** or **Europe**, excluding **Your** ordinary country of residence and is limited to a maximum of 21 days for any one trip.

Medical examination

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

Partners

Partners are only insured under this **Policy** if they are named in the **Policyholder's Declaration** and the appropriate premium has been paid.

Transferring Your interest in the policy

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

Taking care

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

Third party contracts act

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

Transferring Your interest in the policy

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

General policy exclusions

These exclusions apply to all sections of **Your Policy**. The sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover in which they are expressly referred to.

We will not pay for any loss of any kind that does not arise as a direct and foreseeable result of an **Insured Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. . In addition, **we** will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss :

This policy does not cover

Active Participation

Aviation

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

Criminal acts

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

Cruises

trips on cruise-ships

Cyber-terrorism

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

Cycle helmet

any claim arising from injuries sustained whilst **You** are cycling, where **You** are not wearing an appropriate cycle helmet at the time of the incident.

Decompression

any claim arising as result of flying less than

24 hours after a scuba dive.

Default

the negligence, error or omission of

- the **Insured Person** ; or
- any provider of transport or accommodation ; or
- any agent or online booking service through whom travel arrangements were made ; or
- any Close Business Associate ; or
- any Relative

Depreciation

depreciation, wear and tear and currency exchange losses.

Disinclination

unwillingness or refusal to travel.

Hazardous Activities and Sports

any claim out of participation in **Hazardous Activities and Sports** unless listed as covered under the **Hazardous Activities and Sports** list.

Manual work

any manual work undertaken during **Your** trip.

Nuclear energy

including nuclear reactions, radiation and **Contamination**.

Pre-existing medical conditions

as defined on page 6.

Pressure waves

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

Rescue

air and/or sea search and rescue.

Self-Injury

Your wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse or **You** being under the influence of alcohol (where **Your** blood alcohol level is greater than 200mg per 100ml of blood which is equivalent to **You** being two and a half

times or more over the current United Kingdom Drink Drive limit). **You** being in control of any motorised vehicle whilst deemed legally impaired to do so through **Your** intake of alcohol, the use of any drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).

Terrorism

Unspent convictions

You will not be covered under this **Policy** if you have any **Unspent Convictions**.

Volcanic Ash

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

Weapons of Mass Destruction

War and Civil Unrest

including any action taken in controlling, preventing, suppressing or in any way relating to **War and Civil Unrest**, unless you are in an area subject to **War and Civil Unrest** at the outbreak of hostilities, in which case **you** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **you** take the first reasonable opportunity to leave the area. If **you** fail to take such an opportunity all cover under this **Policy** will end.

Claims Conditions

Fraud

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

Making a claim

You must notify ERV Claims Service as soon as possible upon the occurrence of any **Insured Event** that may give rise to a claim if the value of the claim exceeds or is likely to exceed 500 Euros or GBP.

1. Before making a claim, please check the **Policy Schedule** and **Policy Wording** to see whether **You** have cover.
2. Please remember to keep relevant original receipts and reports but not photocopies. **You** must be able to document all expenses incurred.
3. Contact **ERV** Claims Service during normal office hours, Monday to Friday, 09.00 to 17.00

Please call +44 (0) 1403 788 515 or e-mail travelclaims@travel-insurance.com

Please quote your Policy number and tell us what has happened.

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

Please call **ERV 's Assistance Company**

Within UK & Ireland

tel. +44 (0) 207 902 7405

Outside UK & Ireland

tel. +44 (0) 1444 454 540

tel. +1 844 780 0494 (USA & Canada)

at any time of the day or night

1. Please call **ERV 's Assistance Company** as soon as possible for cases involving hospitalisation or if **You** need a medical

referral.

2. If **You** are admitted as an in-patient **You** must notify **ERV's Assistance Company** immediately and obtain authorisation prior to incurring any costs. If this is not possible because of the seriousness of the condition, **You** must contact **ERV's Assistance Company** as soon as possible after admission.
3. **You** must obtain authorisation from **ERV's Assistance Company** before making any repatriation or evacuation arrangements.
4. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.

For medical related expenses

1. For all claims of less than 1000 Euros or GBP complete a claims submission online at www.guard.me making sure to include scanned versions of your invoices and receipts (please keep all originals as they may be required).
2. For all claims of over 1000 Euros or GBP download a claim form from www.erv.co.uk/claims (or request one from ERV Claims Service), which you should fill in and send to ERV Claims Service, together with receipts for any medical costs you may have had to pay yourself such as prescription charges and the like. You must obtain and provide us with original receipts.

Claims should be notified as soon as possible but no later than 30 days after the **Insurance Event**.

Cancellation or curtailment

1. If you cancel your trip for medical reasons, obtain a claim form from ERV Claims Service or download one from our website www.erv.co.uk/claims. Your own Medical Practitioner (GP) should complete the certificate/declaration on the claims form. If the trip is curtailed for medical reasons, obtain a medical certificate from the treating **Medical Practitioner** in the locality where the

incident occurred.

2. Keep receipts and account for all expenses incurred.
3. Notify the tour operator or travel agency where your trip was booked, if applicable.
4. Contact ERV Claims Service as soon you know that there is a possibility of your journey not taking place.
5. Obtain authorisation from ERV Claims Service or **ERV's Assistance Company** before incurring any expenses in curtailing your trip.

For travel delay and disruption claims

1. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for compensation **You** are entitled to under EU Regulation No. 261 / 2004 "Air Passengers Rights". If **You** fail to do so **Your** claim may be denied.
2. To make a claim under the **Policy, You** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
3. Download a claims form from **Our** website www.erv.co.uk/claims or from ERV Claims on **Your** return.

For Personal Effects claims

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

No interest

No interest shall be added to any claims payments.

Other insurance

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

Rights and responsibilities

We will be entitled to take over and conduct in **Your** name (at **Our** expense) the 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 **Our** written permission to do so.

In case of **Illness** or **Bodily Injury** **We** may approach any **Medical Practitioner** 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 **Medical Practitioner** ' s certificate in the form required by **Us** in support of any medical-related claim under the **Policy**.

Complaints procedure

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

In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated :

The Managing Director
ETI International Travel Protection, Afon House,
Worthing Road, Horsham RH12 1TL.

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

The Financial Ombudsman Service (FOS),
Exchange Tower, London, E14 9SR or e-mail

www.financial-ombudsman.org.uk

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

Section 1 - Emergency medical and repatriation expenses

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual **Bodily Injury** or suffers **Illness** outside **Your** ordinary country of residence, **We** will indemnify / pay the reasonable and/or customary costs / expenses up to but not exceeding the sum insured shown in the Table of Benefits which are necessarily incurred in respect of the following

A. Emergency medical and repatriation expenses as a direct result of Bodily Injury or Illness

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

Exclusions applying to Section 1

A. What is not covered

1. Admission to a private hospital / clinic unless approved by **ERV's Assistance Company**.
2. Private room accommodation in a hospital / clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and / or supply.
5. Any claims for costs related to Pregnancy or Childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy or Childbirth. Any costs arising from a pregnancy which was of more than 28 weeks duration at the start of an Insured Journey.

6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the trip.
8. Costs of health or medical treatment provided in **Your** ordinary country of residence.
9. Costs of non-essential or ongoing treatment or where treatment can be reasonably delayed until **You** return to **Your** ordinary country of residence..
10. Costs of any form of cardiac or organ transplant surgery unless authorised by **Us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet use.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious material.
15. **Policy Excess** may apply except in the case of inpatient hospitalisation and medical transportation or if **You** have used the European Health Insurance Card to reduce the claim, where no **Policy Excess** applies. Please refer to **Your Policy Schedule**.

B. Hospital Confinement Benefit

Cover as specified in the Table of Benefits is provided for each 24-hour period that **You** are admitted to a hospital as an inpatient or held in compulsory quarantine outside **Your** country of residence.

C. As a result of Your hospitalisation, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort You or similar expenses for a travel companion staying with You.

1. Reasonable transport and accommodation expenses (room only) of one **Relative**

or friend required on medical advice and authorised by **ERV 's Assistance Company** to travel to **You** and/or remain with **You**.

2. **Our** travel insurance for a person summoned or a travel companion staying with **You**.
3. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address.
4. Reasonable additional accommodation expenses (room only) incurred by **You** beyond the number of days pre-booked in the event of serious injury or **Illness** for which a claim is admitted under Section A above.

C. What is not covered

1. An escort may not be summoned and covered under this **Policy** if **You** are to be repatriated or released from the hospital/clinic within three days unless **You** are less than 18 years of age.
2. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

D. Funeral expenses and body repatriation

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

D. What is not covered

1. Any expense that **You** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

Additional conditions applying to Section 1

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

Section 2 - Personal Accident

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in **the Table of Benefits**, who sustains **Bodily Injury** as a sole and direct result of an accident during the trip giving rise to

A. Death occurring within 12 months of the accident

1. 100% of the sum insured.

B. Disablement resulting in Your permanent and absolute inability to attend to a profession, business or gainful occupation of any kind

1. 100% of the sum insured.

C. Permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

1. a percentage of the sum insured in accordance with the following Scale of Injuries listed below.

Section 2 - Personal Accident Scale

Scale of Injuries

A	Loss of one or more limbs	100%
B	Loss of sight in one or both eyes	100%
C	Loss of speech	100%
D	Loss of hearing in both ears	100%
E	Loss of intellectual capacity	100%
F	Loss of hearing in one ear	25%
G	Total loss of use of	
	i, the back or spine below the neck with no damage to the spinal cord	40%
	ii, the neck or cervical spine with no damage to the spinal cord	30%
	iii, a shoulder, elbow or wrist	25%
	iv, a hip, knee or ankle	20%
H	Loss of or total loss of use of	
	i, a thumb	30%
	ii, a forefinger	20%
	iii, any other finger	10%
	iv, a big toe	15%
	v, any other toe	5%
I	<p>Compensation for any Permanent Partial Disablement not listed above will be calculated based on a medical assessment by us of the degree of disablement relative to this scale. No account shall be taken of the Insured Persons occupation.</p>	

Additional conditions applying to Section 2

1. Compensation for disablement will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
2. Disablement is assessed as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insurance Event** causing **Bodily Injury**.
3. It is a condition for payment of disablement compensation under B and C above that the **Insured Person** is alive on the date of payment.
4. **We** will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
5. If an **Insured Person** disappears but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and if **We** have no reason to suppose other than that death has occurred as a result of an accident, **We** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
6. Any disablement compensation that has been paid in connection with an **Insurance Event** resulting in death will be deducted from the sum insured for death.
7. The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **Permanent Total Disablement**.
8. A pre-existing disablement does not entitle the **Insured Person** to any higher assessment of compensation than if such disablement had not previously existed.
9. The **Insured Person** (or in the case of death, the deceased's personal representatives or next of kin) must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.
10. If several **Insured Persons** suffer bodily Injury in the same Insured Event, our aggregate limit shall not

exceed 1,000,000 GBP. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.

Exclusions applying to Section 2

What is not covered

1. Any **Insurance Event** arising as a consequence of a nuclear, chemical or biological **Terrorism** act
2. Any **Bodily Injury** which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War and Civil Unrest** area.
3. Any **Insurance Event** arising from
 - i. **You** being the driver, rider or passenger of a quad bike, all terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not
 - ii. **Your** participation in any excluded **Hazardous Activities and Sports**.

Section 3 - Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in **Your Policy Schedule**, following necessary and unavoidable cancellation of an **Insured Journey**.

This section only covers trips originating in EEA countries.

A. All study related travel charges that You have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the trip that You are necessarily required to cancel as a result of:

1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate**).
2. **You** or any person with whom **You** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military and/or jury service or as a witness in a court of law (except in a professional capacity as an expert witness) during the period of the **Insured Journey**.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised to **Us** within 14 days of its announcement.
4. **Your** private dwelling or own business premises becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling or own business premises occurring within 7 days after **Your** scheduled **Insured Journey** start date.

Exclusions applying to Section 3

What is not covered

1. Any cancellation of a trip that was booked before the **Policy** was purchased.
2. Any cancellation arising from circumstances that could reasonably have been anticipated at the time **You** booked **Your** trip or purchased this insurance.
3. Cancellation caused by Pregnancy or Childbirth unless the cancellation is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
4. Any cancellation arising from a complication of pregnancy which was of more than 28 weeks duration when the **Insured Journey** was booked.
5. Any cancellation following **Your** disinclination to travel or to continue with **Your** trip or **Your** loss of enjoyment of the trip.
6. Any cancellation as a consequence of **Terrorism** including **Your** fear of travelling.
7. Any cancellation of a trip
 - i. due to the fear of an epidemic or pandemic
 - ii. by the travel organiser
 - iii. where **Your** carrier has refused to allow **You** to travel.
8. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **Your** trip.
9. Any charges in respect of the trip
 - i. for which there is no contractual liability or
 - ii. which are recoverable elsewhere.
10. Any costs of expenses arising from a **Catastrophe**.
11. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel organiser.
12. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
13. Any failure to obtain the required passport, visa or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A)

14. Any claim arising from a psychological / mental **Illness** suffered by **You** or a **Relative** whether travelling or not.
15. Any cancellation of a Non-**EEA** Incoming trip.

Additional conditions applying to Section 3

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

If several **Insured Persons** are involved in the same **Insured Event**, our aggregate limit shall not exceed £75,000. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.

Section 4 - Curtailment

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Table of Benefits**, following necessary and unavoidable **Curtailment** of a **Insured Journey** after arrival in the **Academic Course** host country.

All reasonable additional travel expenses incurred by You in returning to Your home address in your country of residence where such return is urgently necessitated by

1. The death, serious **Illness** or severe **Bodily Injury** of **Your Relative** or **Close Business Associate**
2. **Your Kidnap** or the **Hijack** of the scheduled public transport or ship on which **You** are travelling.
3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised after **Your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at **Your** private dwelling occurring at any time after commencement of the **Insured Journey**.

Exclusions applying to Section 4

What is not covered

1. Any curtailment prior to arrival in the **Academic Course** host country.
2. Any **Curtailment** of a trip that was commenced prior to the **Period of Cover** unless declared to and accepted by **Us**.
3. Any **Curtailment** as a consequence of **Terrorism**.
4. Any **Curtailment** of a trip due to the fear of an epidemic or pandemic.
5. **Curtailment** caused by Pregnancy or Childbirth unless the **Curtailment** is certified by a **Medical Practitioner** as necessary due to the complications of Pregnancy or Childbirth.
6. Any **curtailment** arising from a complication of pregnancy which was of more than 28 weeks duration at the start of the **Insured Journey**.
7. Any expense following **Your** disinclination to travel or to continue with **Your** trip or **Your** loss of enjoyment of the trip.
8. Any expense arising from circumstances that could reasonably have been anticipated at the time **You** commenced **Your** trip.

9. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail the trip.
10. Any charges in respect of the **Insured Journey**
 - i. for which there is no contractual liability or
 - ii. which are recoverable elsewhere.
11. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
12. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.

Additional conditions applying to Section 4

1. All **Curtailment** costs must be authorised in advance by **ERV's Assistance Company**.
2. If several **Insured Persons** are involved in the same **Insured Event**, our aggregate limit shall not exceed £75,000. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.

Section 5 - Travel delay and disruption

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the Table of Benefits following travel delay and disruption after arrival in the **Academic Course** host country.

A. Travel delay on outward journey

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

1. The amount as shown in the Table of Benefits for each full twelve-hour period that **You** are delayed or
2. The full deposit or cancellation charges (non-recoverable) if, after 48 hours delay to **Your** outward journey from the **Your** ordinary country of residence, **You** choose to cancel the trip. Such compensation cannot exceed the sum insured for Section 3 - Cancellation.

B. Missed departure, connection or travel disruption

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

This section does not apply to trips within **Your** normal country of residence

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

C. Travel Delay occurring en route to point of departure either outward or on the return journey resulting in a Missed Departure

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

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) for each **Insured Person**.

Exclusions applying to Section 5

What is not covered

1. Travel delay caused by **Strike** or industrial action that started or was announced before **Your** trip was booked or the insurance was purchased.
2. Any costs of expenses arising from a **Catastrophe**.
3. Costs or charges for which the airline or the provider of transport or accommodation will compensate **You**.
4. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought or the trip was booked.

Additional conditions applying to Section 5

Each **Insured Person** must :

1. Take all reasonable steps to complete the scheduled journey on time.
2. Check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
3. Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.
4. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
5. Obtain written confirmation from the public transport provider if **You** miss **Your** departure due to the failure or delay of the means of public transport on which **You** were travelling.
6. Obtain a police accident report if **You** miss **Your** departure because the vehicle in which **You** were travelling was involved in an accident and/or **You** were required to provide a witness statement.

7. Obtain a motor breakdown service or repairer 's report if you miss your departure due to the breakdown of the private vehicle in which you were travelling.
8. Apply in a timely manner to the airline or carrier for compensation **You** are entitled to under EU Regulation No. 261 / 2004 / EC " Air Passenger Rights ".

Section 6 - Personal Effects

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured and limits shown in the table of benefits, for the loss, damage or theft of **Personal Effects**.

We will settle claims on an indemnity basis i.e. a deduction will be made for wear and tear and depreciation. We will cover at our option

1. cost of replacement as new for items up to 1 year old or
2. the intrinsic value of items more than 1 year old or
3. the cost of repair if more economical.

A. Accidental loss, damage or theft of Personal Effects

Exclusions applying to Section 6

A. What is not covered

1. Electronic mobile devices such as smart phones or P.D.As or **Gadgets**
2. Items delayed or confiscated by any government or public authority.

3. Depreciation in value.
4. Any loss or damage occurring
 - i. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging
 - ii. due to atmospheric or climatic conditions
 - iii. during any process of cleaning, dyeing, repairing or restoring
 - iv. to **Sports Equipment** while in use
 - v. due to mechanical or electrical breakdown or derangement
 - vi. to any items being shipped as freight or under a bill of lading
 - vii. to **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
 - viii. any **Valuables**, fragile articles or electronic equipment in baggage or in transit outside of **Your** personal control
 - ix. to spectacles and contact lenses.
 - x. to prosthetic limbs and/or hearing aids.
5. Any loss of unattended items left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.

B. Accidental loss or theft of personal money and travel documents

We will pay up to the sum insured shown in the table of benefits, subject to the sub limit for Cash, for accidental loss or theft of personal money, passport, flight tickets and other travel documents belonging to You whilst being personally carried by You or in a safety deposit box whether in Your hotel room or under the supervision of

the accommodation in which You are staying or in a bank or whilst in securely locked Private Accommodation. Cover is provided during the Insured Journey and up to 72 hours before and after the Insured Journey.

1. If **You** are under the age of 18, **We** will not pay more than 20% of the amount for **Cash** shown in the table of benefits.
2. Reasonable additional costs incurred in obtaining replacements.
3. If **Your** passport is lost or stolen outside the country of departure during a trip, **We** will pay up to the amount shown in the table of benefits for the cost of replacing **Your** passport. Any settlement would be calculated according to the original passport's expiry date. A proportionate refund of the unused part of the passport's original value would be made depending upon how many complete years it was to remain valid for.

Exclusions applying to Section 6

B. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses
 - i. occurring as a result of **Personal Money** or **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers or in transit outside of **Your** control.
 - ii. arising due to non-compliance with any of the terms of issue of any **Personal Money**
 - iii. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained

3. Any loss of unattended **Personal Money** left in a public place or at **Your** lodgings unless in securely locked **Private Accommodation** or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.

Additional conditions applying to Section 6

1. A claim for **Personal Money** lost by or stolen from **You** will only be considered if **You** report such a loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
2. **We** will only be responsible for losses of **Personal Money** or **Cash** to the extent **You** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
3. Original purchase receipts will be required for items of luggage, clothing and **Personal Effects** where these are less than one year old.

Section 7 - Luggage Delay

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey** not exceeding the sum insured shown in the table of benefits for the delay of personal effects by more than 12 hours after the actual arrival time of the **Insured Person** for

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.
2. In the event that no emergency purchases are made a cash benefit of £50 is available per **Insured Person**.

Exclusions applying to Section 9

What is not covered

1. Losses in respect of any **Personal Effects** delayed on a return journey to **Your** usual place of residence.
2. Delay of **Personal Effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

Additional conditions applying to Section 7

1. Any payment made under this section will be deducted from any subsequent payment made under Section 6 for accidental loss, damage or theft of **Personal Effects**.

Section 8 - Personal Liability

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

A. Costs and expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Cover resulting in

1. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family and Couple** or household or of a person in **Your** service.
2. **Bodily Injury**, death or disease to any third party who is not an **Insured Person**, a member of **Your Family** or household or in **Your** Service.

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

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

Exclusions applying to Section 10

What is not covered

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

Additional conditions applying to Section 10

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

Covered Leisure Activities

Whilst the leisure activities listed below are themselves covered by the **Policy**, for some there is no cover for Personal Accident or Personal Liability for **Insurance Events** occurring as a consequence of participating in these activities. All these activities are covered only on an amateur and incidental basis i.e. not forming the main reason for your trip.

Activity	Personal Accident and Personal Liability covered?
Archery	Yes
Badminton	Yes
Baseball	Yes
Basketball	Yes
Beach Games	Yes
Bungee jumps (three jumps)	Yes
Camel or elephant riding	Yes
Clay-pigeon shooting	Yes
Cricket	Yes
Dinghy Sailing	Yes
Fencing	Yes
Fishing	Yes
Football	Yes
Golf	Yes
Hiking (under 2,000 metres altitude)	Yes
Hockey	Yes
Ice Skating	Yes
Jet boating	Yes
Jogging	Yes
Marathon Running	Yes
Netball	Yes
Orienteering	Yes
Outward-bound pursuits	Yes
Paintballing (wearing eye protection)	Yes
Parascending or Parasailing (over water)	Yes
Pony Trekking	Yes
Racquetball	Yes
Rambling	Yes
Roller blading (in-line skating and skate boarding. Helmets must be worn if skating within a skate park)	Yes
Rounders	Yes
Rowing	Yes
Running (sprint and long distance)	Yes
Safari (organised in the UK)	Yes

Activity	Personal Accident and Personal Liability covered?
Skateboarding	No
Skiing or Snowboarding On Piste only	Yes
Snorkeling	Yes
Squash	Yes
Surfing (under 14 days)	Yes
Tennis	Yes
Tobogganing	No
Tour Operator Safari	Yes
Track Events	Yes
Trekking (under 2,000 metres altitude)	No
Volleyball	Yes
War games	Yes
Water polo	Yes
Water skiing *	Yes
Windsurfing and yachting (racing and crewing) inside territorial waters	Yes

* Cover is only provided for these activities when wearing a recognised helmet designed for that activity.

++ Please see 'Cycle helmet' in the general exclusions applicable to all sections of the policy for details of what cannot be covered under this policy where a cycle helmet is not worn.

Scuba Diving conditions

Qualified divers, diving with a dive-buddy and in accordance with the guidelines of the relevant diving organisation will be covered as follows in the table below

Scuba Diving	Maximum Depth
PADI Open Water	18 metres
PADI Advanced Open Water	30 metres
BSAC Ocean Diver	20 metres
BSAC Sports Diver	30 metres
BSAC Dive Leader	30 metres

Other qualifications may be accepted but must be declared to us prior to travel.

If you do not hold a diving qualification, we will only cover you to dive to a maximum depth of 18 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

You will not be covered under this Policy if you travel by air within 24 hrs after participating in a scuba dive.

Excluded Hazardous Activities & Sports

Activities not listed as Covered Leisure Activities are excluded. This **Policy** does not provide cover for **Insurance Events** occurring as a consequence of participating in any of the **Hazardous Activities and Sports** listed below.

Activity	
American football	Scuba diving (qualified below 30 metres depth)
Assault course	Shark diving (inside or outside cage)
Battle re-enactment	Sky diving
Breathing observation bubble diving	Tall-ship crewing
Canyoning	Via ferrata
Coasteering	White or black water rafting (grades 5 to 6)
Flying (piloting private or small aircraft or helicopter)	Zorbing
Gliding	
Gorge walking	
Hang-gliding	
High diving - (10 metres or over)	
Horse jumping, polo or hunting	
Jet skiing	
Kite surfing (over land)	
Manual labour	
Martial arts	
Micro lighting	
Motorcycling (over 50cc)	
Mountain biking (downhill racing and extreme terrain)	
Mountain boarding	
Ostrich riding or racing	
Parachuting	
Paragliding	
Parapenting	
Parasailing	
Parascending (over land or snow)	
Rock climbing / mountaineering	
Rock scrambling	
Rugby	
Sand yachting	
Scuba diving (unqualified, below 9 metres depth)	

Important information - please read

We strongly recommend that **You** keep a record of all information given to **Us**, including telephone calls, copies of all letters, emails and the application and claim forms **You** completed whether in hard copy or on-line. A copy of the **Policy** is available on request.

Your declaration and changes

It is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see **Your** declaration: important questions relating to health, activities and the acceptance of **Your** insurance. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

Financial Services Compensation Scheme

You are protected by the Financial Services Compensation Scheme (FSCS), which acts as a safety net in the unlikely event that **We** are unable to pay claims due to insolvency. The FSCS will meet the first £2,000 of the claim and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Data protection notice

Consent

When **You** bought **Your Policy** **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your Policy**, to be collected and processed by **Us** in accordance with this Data Protection Notice.

How We use Your Personal Data

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

We collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller of the arrangement and processing of this **Policy** and the handling of claims under it, is **ERV**.

Special Categories of Personal Data

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

Sharing Your Personal Data

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

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

We may transfer **Your** personal data outside of the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the

EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your Rights

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

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

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

Further Information

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

Data Protection Officer, **ERV**, Afon House,
Worthing Road, Horsham, RH12 1TL, United
Kingdom

Email : Dataprotectionofficer@erv.co.uk
Phone : +44 (0) 1403 788 510

