

Zurich Travel Insurance Policy

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A warm welcome to Zurich

Thanks for choosing Zurich Travel Insurance.

At Zurich, we have over 80 years' experience of protecting our customers against the unexpected, so you can be confident your Zurich policy provides you with the cover you need.

If you need to make a claim, our team is always here to help. In the event of an incident, please contact us immediately using the contact details shown on the following page and we can tell you what to do next and help resolve any claims.

If you need to amend your policy, add a new medical condition or talk about your policy: Telephone the AllClear contact centre on **0170 833 9029**.

We look forward to taking care of you while you travel.

Contacting us

If you have any questions about your policy, please contact the AllClear contact centre on **01708 33 9029**.

We recommend that you save these important telephone numbers into your mobile phone.

	Phoning from the UK	Phoning from abroad
Zurich Assist 24 hour worldwide medical & emergency assistance service	0800 923 4218	+44 (0)1242 218 999
Claims helpline Monday to Friday 9am-5.30pm	0800 923 4214	+44 (0)1242 218 164
Legal expenses and advice Advice about the law in England and Wales is available 24 hours, seven days a week. Legal advice for other countries (and for actual claims) is available 9am-5pm, Monday to Friday	0330 100 7891	+44 117 934 0510

Contacting Zurich to notify us of an emergency or make a claim under this policy could not be easier. When you contact us, you will need to tell us your name, your policy number and your contact details so we can keep in touch. Please try to have these and other useful information to hand.

Please make sure you notify us within thirty days of your trip ending of any occurrence likely to give rise to a claim.

Information for the entire policy

Your policy is an agreement between you (the insured person shown in the statement of insurance as the policyholder) and the various parties providing the cover under the individual sections of this policy but is only valid if you pay the premiums.

Your most recent statement of insurance sets out the information we were given when we agreed to provide you with the cover and terms of your policy.

Your policy provides cover for the sections and the period of insurance shown in your statement of insurance. You must read your policy, statement of insurance and any special terms or conditions, as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate with you in English.

The conditions and exclusions that apply to all parts of your policy are shown on pages 21 to 25. Please make sure that you read these as well as the cover shown in each section.

Third Party Rights

You and We have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. **You and We** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999

Dual Insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportional share (not applicable to Section 4 – Personal accident).

Your cancellation rights

Single trip

If you decide that you no longer require the policy tell us of your decision, in writing or by phone using the contact details provided on the welcome email within 14 days of buying the policy, known as the cooling off period. If you have not made and do not intend to make a claim, and your trip has not started, we will refund your premium.

Should you wish to cancel your policy outside of the 14 day cooling off period the following terms apply: Provided you have not travelled and are not claiming on the policy, a refund of 50% of the policy premium and any additional premium applied to your existing medical conditions will apply.

Annual multi-trip

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us of your decision, in writing or by phone using the contact details provided on the welcome email within 14 days of buying the policy (or for renewal, within 14 days of your policy renewal date). If cover has not already started we will refund your entire premium. If cover has started, or if you wish to cancel outside the 14 day cooling off period the following terms apply; Provided you have not made a claim (irrespective of whether your claim was successful or not) on the policy and you confirm in writing that there is no claim pending, should you choose to cancel and understand that all benefits of the policy will be cancelled, we will refund 5% of the total premium paid, for each full calendar month remaining on the policy from the date of cancellation.

Please see 'Conditions which apply to the whole policy' for full details of all cancellation conditions and charges applicable to both covers.

Annual multi-trip – Renewal

We will send you an email 30 days before your policy expiry date to advise you of the process to renew your policy. Please see condition 11 of the 'Conditions which apply to the whole policy' section of this wording for full details of renewal and premium payment.

Please see Condition 11 for full details of renewal and premium payment.

Eurolaw legal advice helpline

This service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS). The helpline is available 24 hours a day, seven days a week during the period of insurance.

DAS will give an insured person confidential legal advice over the phone on any personal legal problem, in connection with your trip under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

DAS will not accept responsibility if the helpline services are unavailable for reasons DAS cannot control.

The Eurolaw legal advice helpline is provided free of charge. To make use of this service please phone the legal expenses helpline on 0330 100 7891.

Automatic extension of cover

If you are unable to return home before your cover ends due to reasons outside your control, your insurance will remain in force without additional premium for:

- up to 14 days, if any vehicle you are travelling in breaks down, or your public transport carrier in which you are travelling as a ticket holding passenger is cancelled or delayed;
- up to 14 days, if due to the reasons set out in section 12 'Catastrophe, natural disaster and airspace closure' (only applies if this section is shown as insured in your statement of insurance); or
- up to 30 days, if due to your injury, illness or compulsory quarantine. We may extend your period of insurance for longer if considered medically necessary by Zurich Assist under section 1 'Emergency medical assistance and expenses'.

Our complaints procedure

Details of complaints procedures for all sections of the policy, other than section 9 'Legal expenses and advice' are shown below. Details for 'Legal expenses and advice' are included in that section of your policy.

We are committed to providing a high level of customer service. If you don't feel we have delivered this, we would welcome the opportunity to put things right for you.

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome communication or on claim acknowledgement letters.)

Alternatively you can contact us for any policy related issues as below:

Telephone: 0800 408 0979

By post: Customer Liaison Department
Zurich Insurance plc
Shurdington Road
Cheltenham
GL51 4UE

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phone and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Important notes

Who controls my personal information?

This notice tells you how Zurich Insurance plc, as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How do you use my personal information' section.

How do you use my personal information?

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who do you share my personal information with?

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How do you use my personal information for websites and email communications?

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How do you transfer my personal information to other countries?

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long do you retain my personal information for?

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

What are my data protection rights?

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if I fail to provide my personal information to you?

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

How do you use my claims history?

When you tell us about an incident or claim we may pass information relating to it to the relevant database. We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

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

- a) check your personal data against counter fraud systems;
- b) use your information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review your claims history;
- c) share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Definitions

The following key words or phrases have the same meaning wherever they appear in this policy, unless stated below or as otherwise shown in section 9 'Legal expenses and advice'. Definitions are shown in bold throughout the policy.

Accident/Accidental/Accidentally – an event that is sudden and unexpected, which is caused by external and visible means at a time that can be identified. (This definition does not apply to section 9 'Legal expenses and advice').

Baggage – your personal clothing and effects, suitcases, luggage and or similar.

Children/Child – Your children, your partner's children and the grandchildren of you or your partner, including step children, step grandchildren and fostered or adopted children or grandchildren, provided that they are:

- under 18 years old on the date cover commences
- dependent on you or your partner (or in the case of grandchildren dependent on you or your partner or their parent(s))
- not married or living with their partner.

Close relative – your partner, fiancé(e), parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, cousin, nephew, niece, step-parent, step brother, step sister, step child, foster child and legal guardian.

Excess – the first amount of any claim for which you are responsible to pay. The excess applies to each insured person per claim except for section 8 'Personal liability' where the excess is per policy. If a claim is made under more than one section which is caused by the same event at the same time, one excess per insured person will apply and this will be the highest excess payable.

Golf equipment – your personal golf clubs, golf bag, golf trolley, golf shoes and golf accessories.

Hospital – a licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people;
- it is run by medical practitioner(s);
- it provides care supervised by state registered nurses or the local equivalent; and/or
- it is not a medical institution only specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a place for drug and/or alcohol rehabilitation.

Home – your normal place of residence in the UK.

Home area – is:

- England, Scotland, Wales, Northern Ireland, Jersey and Isle of Man if your home is in any of these locations; or
- Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou if your home is located on any of these islands.

Illness/III – sudden and unforeseen change in health, sickness or disease (including complications in pregnancy) contracted as certified by a medical practitioner. (This definition does not apply to section 9 'Legal expenses and advice').

Injury – bodily injury sustained in an accident directly and independently of all other causes. (This definition does not apply to section 9 'Legal expenses and advice').

Insured person/You/Your/Yours – each person travelling on a trip whose name appears in the statement of insurance.

Loss of limb(s) – loss by physical separation at or above the wrist or ankle joint or permanent total functional disablement of an entire hand, arm, foot or leg.

Loss of sight – complete and irrecoverable loss of sight:

- in both eyes if registered as blind on the authority of a fully qualified ophthalmic specialist; or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Manual work – physical work or work involving the use or operation of mechanical or non-mechanical machinery or equipment.

Medical condition – any serious, chronic or recurring illness, **injury**, disease or condition which would mean **you** may have to cancel or cut short a **trip** if the condition got worse. This includes:

- any undiagnosed condition that is connected with any health issues **you** have and which are under investigation or awaiting test results, or surgery or treatment at a **hospital** or nursing home; and/or
- any condition **you** are aware of and which affects a **close relative** or **travel companion** or a person **you** are planning to stay with.

This includes any anxiety state or depression, mental, nervous or emotional disorder.

Medical practitioner – a registered practising member of the medical profession who is not related to **you** or **your travel companion**.

Pair or set – items of **baggage** or **valuables** forming part of a set or which are usually used together.

Partner – **Your** husband, wife or civil partner, or someone of either sex that **you** live with as though they were **your** husband, wife or civil partner.

Period of insurance (single trip*) – the policy cover start date and **trip** duration shown in **your statement of insurance**: Cover for **your trip** applies as follows:

- For trips outside the UK, the maximum number of days **you** are covered for in any one period of insurance is 90 days (or 31 days if **you** are aged 71 and over).

Period of insurance (annual multi-trip*) – the policy cover start date and end date shown in **your statement of insurance**. Cover for individual **trips** applies as follows:

- for cancellation of a **trip** by **you** – cover applies from the policy start date or the date of booking a **trip**, whichever is later, and ends when **you** leave **your home** to begin a **trip**.
- for cutting short a **trip** by **you** and for all other sections – cover applies when **you** leave **your home** to begin a **trip** and ends when **you** return **home**.

Each **trip** must not exceed the number of days shown under **trip** duration in **your statement of insurance**.

We will cover **trips** booked during one **period of insurance** but not taking place until the next **period of insurance** if **your** annual multi-trip policy is still in force at the time of the incident resulting in a claim.

For **trips** outside the **UK**, the maximum number of days **you** are covered for in any one **period of insurance** is 183 days.

*Please also refer to 'Automatic extension' of cover under 'Information for the entire policy'.

Personal money – bank notes and coins in legal tender, cheques, travellers' cheques, postal or money orders, pre-paid coupons or vouchers or travel tickets, pre-booked event and entertainment tickets, phone cards and pre-paid electronic money cards, all held for personal use and which are non-refundable.

Permanent total disablement – a permanent and total disablement which means **you** cannot do any kind of job.

Public transport carrier – any mechanically propelled vehicle operated by a company or under an individual licence to carry passengers for hire, including but not limited to aircraft, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

Statement of insurance – the document giving details of the **period of insurance**, **your** cover and limits, the premium and the policy number. The **statement of insurance** includes all the information **you** provided when **we** prepared **your** quotation.

Travel companion – a person with whom **you** are travelling or have arranged to travel with to the same destination.

Trip – a holiday or journey which is a round **trip**, starting from when **you** leave **your home or home area**, and which ends on **your** return to **your home or home area**. A **trip** is either:

- for travel in the **UK**, where it must include two or more consecutive nights' stay in accommodation which has been booked prior to departure (includes a pre-booked tent or caravan pitch); or
- for travel outside the **UK**, to and from the geographical region or country stated in **your statement of insurance**.

Each **trip** must not exceed the number of days shown in **your statement of insurance** and **trips** must start and end during the **period of insurance**. (See also 'Period of insurance – annual multi-trip').

Unattended – Where **you** are not in full view or in a position to prevent unauthorised taking or interference with **your** baggage, valuables, winter sports equipment or golf equipment

United Kingdom/UK – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

UK resident – an **insured person** who, at the time of buying or renewing their policy:

- has their main **home** in the **UK** and has lived in the **UK** for at least 6 months or holds a valid British residency permit or visa; and
- is registered with a **UK medical practitioner**; and
- is liable to pay taxes in the **UK**.

Valuables – jewellery, watches, furs, leather goods, items made of or containing gold, silver, precious metals or precious or semi-precious stones, sunglasses, spectacles, musical instruments, telescopes, binoculars, portable satellite navigation equipment and GPS devices, mobile/smart phones, photographic and camera/video equipment, and portable and/or hand held audio/visual or computer equipment (such as but not limited to: laptops, tablets, personal digital assistants (PDAs), MP3/4 players, e-readers) including their games, headphones, discs and accessories.

We/Us/Our/Ours – Zurich Insurance plc. (except in section 9 'Legal expenses and advice' where **we/us/our** is separately defined).

Winter sports equipment – skis, poles, bindings, snowboard, helmets, boots, ice skates, snow shoes, (including their accessories) and essential clothing and protective items that **you** own or hire.

You/Your/Yours – see 'insured person'.

Zurich Assist – the service provider nominated by Zurich Insurance plc.

Eligibility

We will provide the sections of cover as stated in **your statement of insurance** during the **period of insurance** providing:

- You are a **UK resident**.
- You are aged:
 - 80 or under for single trip policies, on the date **you** purchased this policy.
 - 70 or under for annual multi-trip policies, on the date **you** purchased this policy (When **you** reach the age of 71 at the start date of renewal **we** will not be able to offer **you** cover and **we** will contact **you** prior to the end of **your** policy).
- You are aged 18 or over if travelling independently.
- You are a **child** named as an **insured person** and **you** are travelling with an **insured person** aged 18 years or over.
- You are not travelling against medical advice and have sought medical advice if **you** have any health concerns affecting **your** ability to travel.
- You comply with any requirements of **your public transport carrier** in its agreement to provide a service.
- Your travel meets the definition of a **trip**.

Important exclusions and conditions relating to health

We will cover **you** for claims associated with those pre-existing medical conditions or disabilities **you** disclosed to **us** and **we** accepted in writing. **We** will not cover **you** for claims associated with pre-existing medical conditions that **you** did not disclose to **us** and **we** did not accept in writing. **You** must tell **us** about ALL medical conditions for which **you** answer yes under 1 – 4 below. **We** cannot provide cover for conditions that **you** choose not to tell **us** about.

Medical Health Requirements

Have **you** or anyone in **your** party:

- 1) Taken any prescribed medication or required medical treatment within the last two years?
- 2) Been a registered in or out-patient in the last two years?
- 3) Been placed on a waiting list currently for investigations or treatment?
- 4) Been diagnosed by a doctor or consultant as suffering from a terminal illness?

All Medical Conditions

We will not cover **you** for any medical condition or disability (pre-existing or otherwise) if:

- 1) **you** state of health is significantly worse than **you** told **us**;
- 2) **you** know **you** have a terminal condition, but have not told **us**;
- 3) **you** know **you** will need medical treatment during **your** journey;
- 4) one of the purposes of **your** journey is to obtain medical treatment;
- 5) **you** are travelling against the advice of a Medical Practitioner;
- 6) **you** are not fit to travel on **your** journey.

We have the right from the date of issue up to the date of travel to request a letter from **your** Medical Practitioner detailing **your** pre-existing medical condition(s), and confirming that **your** condition(s) have not changed or got worse, along with agreeing that **you** are fit to travel.

Special condition

Change In State Of Health

You must tell **us** if **your** state of health changes at the earliest opportunity and consult with **your** Medical Practitioner but in any case before **you** book or commence **your** journey, or pay the balance or any further instalments for **your** journey, i.e. if **you** develop a new medical condition or an existing one deteriorates. Please call the AllClear contact centre **01708 339029**. **We** have the right to amend, restrict or cancel **your** cover under this policy.

Please note, throughout the policy '**you**' includes all **insured persons** as shown in definitions.

For **trips you** have already booked and paid for **you** may need to make a cancellation claim if **you** develop a **medical condition**.

If **you** wish to make a claim due to a **medical condition** after **you** purchased the policy please contact **our** claims helpline on **0800 923 4214** as soon as possible to tell **us** the full details. **We** will provide advice which includes but is not limited to the circumstances below.

For example, if **you**:

- have been given medical advice not to travel; and/or
- are aware of any reason why a booked **trip** may need to be cancelled or cut short because of a **medical condition** of **you**, **your travel companion**, **close relative** or someone **you** are planning to stay with, even if not travelling with **you**.

Zurich Assist services

We offer you our 24-hour worldwide assistance service relating to the sections of cover shown in your statement of insurance.

We arrange access to the following services:

Cash transfer advice. If you need money to pay for travel or accommodation because of theft, loss, illness or injury, we will advise you on the process you must follow to get money.

Consular and embassy referral. Where possible, we will give you the details of the representative of the relevant consulate or embassy. For example, if you have lost your passport, driving licence or travel documents.

Emergency travel and accommodation arrangements. Where possible, we will help you to arrange emergency alternative transportation and accommodation.

Sending urgent messages. We will help you to send urgent personal messages or get messages to you if you experience travel delay or suffer from illness or injury.

For confirmation contact Zurich Assist on **+44 (0) 1242 218999**.

Activities you are covered for

The following tables detail the leisure activities **your** policy covers **you** for during **your** trip, provided **you** wear appropriate safety equipment and take necessary safety precautions as appropriate to the activity. Specific exclusions and conditions apply where shown.

We will not cover:

- Activities not listed.
- If the main purpose of **your** trip is to take part in an activity unless it is shown as an activity holiday in the table.
- Winter sports activities unless section 13 'Winter sports cover' is shown in **your** **statement of insurance**.
- As a professional in an activity.
- Activities not on an amateur and/or casual basis.
- Activities undertaken against local warning or advice.
- Sports equipment (cover for **winter sports/golf equipment** applies when section 13 'Winter sports cover' and/or section 14 'Golf cover' is shown in **your** **statement of insurance**).
- Winter sports activities involving ice climbing, ski acrobatics, ski flying, skiing against local authority or resort management warning or advice, ski-stunting, ski jumping, ski mountaineering, or the use of bobsleighs, luges, bungees or skeletons.

Activity	Limitations and Conditions	Activity Holiday
Abseiling	Under supervision of qualified instructor / guide	
Aerobics		
Angling / Fishing		Yes
Archery	Under supervision of qualified instructor / guide	
Badminton		Yes
Banana boating	Organised by licensed operator. No cover for personal liability	
Baseball		
Basketball		
Beach games		
Board sailing	See windsurfing	
Body / boogie boarding		
Bowling / Bowls		
Bridge walking	Under supervision of qualified instructor / guide	
Bungee jumping	Under supervision of qualified instructor / guide	
Camel riding	Under supervision of qualified instructor guide. No jumping, racing or hunting.	

Activity	Limitations and Conditions	Activity Holiday
Canoeing	Up to Grade 2 rivers. If in open water within sight of land.	
Canopy / treetop walking	No cover for personal accident or personal liability	
Cave tubing	Under supervision of qualified instructor / guide	
Charity or conservation work (voluntary)	For and organised by registered charity or conservation organisation. Maximum length of trip 21 days. Manual work with hand tools only. No working at height above 3 metres. No cover for personal liability.	Yes
Clay pigeon shooting	Under supervision of qualified instructor / guide and through licensed operator. No cover for personal liability.	
Climbing	Climbing wall only	
Cricket		
Croquet		
Cross country running	No racing	
Curling		
Cycling (not mountain)	Wearing a helmet. No stunting or racing.	Yes

Activity	Limitations and Conditions	Activity Holiday
Deep sea fishing	Under supervision of qualified instructor / guide	
Dinghy sailing	No racing. No cover for personal liability.	
Dodgeball		
Driving any car or motorcycle, moped or scooter, for which you are licensed to drive in the UK	No motor rallies or racing. For scooters, mopeds, motorcycles or similar vehicles you must wear a crash helmet and appropriate protective clothing. No cover for personal liability.	
Elephant riding	Under supervision of qualified instructor / guide	
Falconry	Under supervision of qualified instructor / guide	
Fell walking / running / rambling / trekking	Maximum 3,000 metres altitude	Yes
Fencing		
Flotilla sailing	Under supervision of lead skipper. Within 20 miles of coastline or inland waters. No cover for personal liability.	Yes
Flying	Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only	
Football		

Activity	Limitations and Conditions	Activity Holiday
Geocaching	Maximum 3,000 metres altitude	Yes
Gliding	As a passenger under supervision of licensed operator	
Go karting	Under supervision of licensed operator. No cover for personal accident or personal liability	
Golf	No cover for equipment under baggage section without golf option	Yes
Handball		
Helicopter rides	Includes sightseeing flights. As a passenger in a fully licensed passenger carrying craft only	
Hiking	Maximum 3,000 metres altitude	Yes
Horse riding / hacking	Wearing a helmet. No jumping, hunting or polo.	
Hot air ballooning	As a passenger under supervision of licensed operator	
Hydro zorbing	Under supervision of licensed operator	
Ice skating (rink)	No hockey or speed skating	
Jet boating	As a passenger under supervision of licensed operator	

Activity	Limitations and Conditions	Activity Holiday
Jet skiing	Under supervision of licensed operator. No cover for personal accident or personal liability	
Jogging		
Kayaking	Up to Grade 3 rivers. If in open water within sight of land.	
Motor boating	As a passenger under supervision of licensed operator	
Motorcycling	See driving	
Mountain biking	Wearing a helmet. Only casual or off road but not endurance. No downhill, freeriding, four-cross, dirt jumping, trials, stunting or racing.	
Netball		
Narrowboat / canal cruising	Inland waters only. No personal liability cover	Yes
Orienteering		
Paint balling	Wearing eye protection. No cover for personal liability	
Parascending	Towed by boat over water only. Under supervision of licensed operator.	
Pony trekking	Wearing a helmet	
Rackets / Racquetball		

Activity	Limitations and Conditions	Activity Holiday
Rafting	Up to Grade 3 rivers	
Rambling / Walking		Yes
Rifle range shooting	Under supervision of qualified instructor / guide and through licensed operator. No cover for personal liability.	
Ringos	Under supervision of licensed operator. No cover for personal liability.	
River tubing	Under supervision of qualified instructor / guide	
Roller blading / Roller skating		
Rounders / Softball		
Rowing	No racing. If in open water within sight of land.	
Running	Including for charity purposes	
Safari	Organised guided tour by vehicle or supervised walking only	Yes
Sailboarding		
Sailing / Yachting	Within 20 miles of coastline or inland waters. No cover for personal liability.	
Sandboarding / Sand dune surfing	No cover for personal accident or personal liability	
Sand yachting	No cover for personal accident or personal liability	

Activity	Limitations and Conditions	Activity Holiday
Scuba diving	To maximum depth of 18 metres below sea level. No solo diving. If unqualified must be accompanied by qualified instructor or dive master. No commercial or professional or technical diving (such as cave or cavern, ice, enriched air, free, tutor or wreck diving).	
Shark diving	In cage only. Under supervision of qualified instructor / guide and through licensed operator.	
Skateboarding	Wearing a helmet	
Snooker, pool and billiards		
Snorkelling		
Squash		
Surfing		
Swimming	If in open water within sight of land	
Swimming with dolphins	Under supervision of qualified instructor / guide and through licensed operator.	
Table tennis		
Ten pin bowling		
Tennis		Yes

Activity	Limitations and Conditions	Activity Holiday
Trampoline		
Trekking	Maximum to 3,000m altitude	Yes
Tubing	Under supervision of qualified instructor / guide	
Tug of war		
Volleyball		
Wake boarding		
Water polo		
Water skiing		
White water rafting	See rafting – up to Grade 3 rivers only	
Windsurfing		
Yoga		Yes
Zip lining	In conjunction with canopy / treetop walking only. Under supervision of qualified instructor / guide.	
Zorbing	Under supervision of licensed operator	

Winter sports activity (applies only where section 13 is shown in your statement of insurance)	Limitations and Conditions
Cross country skiing	If off-piste or not on recognised paths must be accompanied by qualified guide and in areas that local resort management consider to be safe
Dry slope skiing	
Glacier walking	Accompanied by qualified guide
Husky sledge driving / passenger	No racing or mushing. No personal liability cover.
Indoor skiing / snowboarding	
Skiing and mono-skiing	If off-piste must be accompanied by qualified guide and in areas that local resort management consider to be safe
Sledging	Including sledging as a passenger pulled by horse, dog or reindeer
Sleigh rides as a passenger	
Snow boarding	If off-piste must be accompanied by qualified guide and in areas that local resort management consider to be safe
Snow mobiling	Guided tours only. No personal liability.
Snow shoe walking	
Tobogganing	

Conditions which apply to the whole policy

Additional section conditions may apply. Please refer to the relevant sections of the policy for details.

- 1.** You must do all you can to prevent and reduce any costs, damage, injury, illness or loss.
- 2.** If we make a payment before cover is confirmed and our claim investigation reveals that no cover exists under the terms of your policy, you must pay us back any amount we have paid.
- 3.** You must tell us about any incidents of loss, damage, injury, illness, redundancy or liability as soon as possible, whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 4.** We must be informed of any claim within 30 days of your trip ending.
- 5.** You (or your legal representative) must give us all the information and documents that we may need at your (or their) own expense. If you make a medical claim you may be asked to supply your medical practitioner's name to enable us to access your medical records. This will help us and the medical practitioner treating you, to provide the most appropriate assistance and assess whether cover applies. If you do not agree to provide this when requested we will not deal with your claim. When there is a claim for injury or illness we may ask for (and will pay the costs of) an insured person to be medically examined on our behalf, or in the event of death, request a post-mortem examination.
- 6.** Fraud
If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:
 - void the policy in the event of any fraud which occurred during the application process, which means we will treat the policy as if it had never existed; or
 - terminate the policy with effect from the date of any fraud which occurred during the period of insurance;and in either case, we will:
 - not return to you the premium paid;
 - not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
 - seek to recover any money from you for any claims we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
 - inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection'.
- 7.** Single trip policy – cancellation by you
If you decide that you no longer require the policy tell us of your decision, in writing or by phone using the contact details provided on the welcome email within 14 days of buying the policy, known as the cooling off period. If you have not made and do not intend to make a claim, and your trip has not started, we will refund your premium.

Should you wish to cancel your policy outside of the 14 day cooling off period the following terms apply: Provided you have not travelled and are not claiming on the policy, a refund of 50% of the policy premium and any additional premium applied to your existing medical conditions will apply.

8. Annual multi-trip policy – cancellation by you

If **you** decide that **you** do not want to accept the policy (or any future renewal of the policy by us) tell us of **your** decision, in writing or by phone using the contact details provided on the welcome email within 14 days of buying the policy (or for renewal, within 14 days of **your** policy renewal date). If cover has not already started **we** will refund **your** entire premium. If cover has started, or if **you** wish to cancel outside the 14 day cooling off period the following terms apply;

Provided **you** have not made a claim (irrespective of whether **your** claim was successful or not) on the policy and **you** confirm in writing that there is no claim pending, should **you** choose to cancel and understand that all benefits of the policy will be cancelled, **we** will refund 5% of the total premium paid, for each full calendar month remaining on the policy from the date of cancellation.

9. Single trip and annual multi-trip – cancellation by us

We may cancel **your** policy where there is a valid reason for doing so by giving **you** seven days' notice in writing to **your** last known address or by email to the address **you** have given **us**. **We** will give **you** a refund in proportion to the time left until **your** current **period of insurance** is due to run out. Valid reasons may include but are not limited to:

- If **you** advise **us** of a change of risk under **your** policy which **we** are unable to insure;
- Where **you** fail to respond to requests from **us** for further information or documentation;
- Where **you** have given incorrect information and fail to provide clarification when requested;
- Where **you** breach any of the terms and conditions which apply to **your** policy; and/or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

No refund will be payable if **you** have made or intend to make a claim or if **your** trip has already started.

10. Your duty to check information and tell us of any changes

It is important **you** check **your** most recent **statement of insurance** as this sets out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your** policy.

Although **we** may undertake checks to verify **your** information, **you** must take reasonable care to make sure all information provided by **you** or on **your** behalf is accurate and complete.

You must tell **us** immediately if any of **your** information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** policy may not be valid and claims will not be paid. If in doubt about any information please contact **us** as soon as possible. Changes to information **we** need to be informed of (and when) include but are not limited to these situations:

- a) At any time:
 - **insured persons** or their details;
 - where **you** are travelling to;
 - if **you** have a **trip** which exceeds the **trip** duration;
 - if **you** are no longer a **UK resident**.
- b) At any time due to the reasons set out in 'Important exclusions and conditions relating to health'.

Please contact the AllClear contact centre on **01708 339029** immediately to discuss any changes and **we** will provide advice and let **you** know if this affects **your** cover.

Any changes accepted by **us** will apply from the date indicated on **your** updated **statement of insurance** and **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**.

If the changes are unacceptable to **us** and **we** are no longer able to provide **you** cover, **we** or **you** can cancel **your** policy, as set out under Condition 7, 8 or 9.

If **you** have given **us** inaccurate information this can affect **your** policy in the following ways:

- i) If **we** would not have provided **you** with any cover **we** have the option to:
 - void the policy, which means **we** will treat it as if it had never existed and repay to **you** the premium paid; and
 - seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.
- ii) If **we** would have applied different terms to **your** cover, **we** have the option to treat **your** policy as if those different terms apply, which may mean claims are not paid or not paid in full; and/or
- iii) If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium due in full.

11. Annual multi-trip – renewal and premium payment

We will send **you** an email 30 days before **your** policy expiry date to advise **you** of the process to renew **your** policy.

Our right to renew this policy does not affect **your** cancellation rights detailed under Condition 8.

12. Sanctions clause

We will not be held liable to provide cover or make any payments or provide any service or benefit to any **insured person** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **insured person** would violate any applicable trade or economic sanctions law or regulation.

13. The terms of this insurance is based upon the information provided by **you** to **us**.

The policy contains conditions relating to health of the people travelling. **You** must take reasonable care to answer all questions put to **you**, about the health of the people travelling, honestly, accurately and to the best of **your** knowledge. If **you** do not understand the meaning of a question put to **you** or if **you** do not know the answer it is vital that **you** tell **us**. Once cover has been arranged **you** must immediately notify **us** of any changes to the information that has previously been provided. Failure to provide full and accurate information before **you** take out the insurance or when circumstances change could invalidate the cover and may mean any claim will be rejected. If **you** are declaring on behalf of another person **you** must ensure **you** are fully aware of their medical history.

Exclusions which apply to the whole policy

Additional section exclusions may apply. Please refer to the relevant sections of the policy for details.

We will not pay for claims which are in any way related to:

1. **You** wilful or self-inflicted **injury** or **illness**, suicide, attempted suicide, sexually transmitted disease, solvent abuse, use of drugs (other than drugs taken under supervision of **your medical practitioner** but not for drug addiction).
2. **You** drinking too much alcohol, alcohol abuse or alcohol dependency.
3. **You** travelling against the advice of **your medical practitioner** or **Zurich Assist**.
4. **You** travelling to a country or area against the advice of the Foreign Commonwealth Office or equivalent government or national authority, or the World Health Organisation.
5. **Your** unlawful action or any criminal proceedings made against **you** under the authority of the customs and/or government of any country.
6. Any **trip** which is a one way journey or if the **trip** is longer than the duration shown on **your statement of insurance**.
7. Sections of cover shown as not insured in **your statement of insurance**.
8. **Your** participation in or practice of any:
 - a) sport or activity not shown on the list of activities.
 - b) professional entertaining or professional sports or competitive activities.
 - c) **manual work** of any kind, unless for voluntary charity or conservation work as listed under 'Activities **you** are covered for'.
9. **You** (unless in an attempt to save human life or **your** life is in danger):
 - a) climbing, jumping, moving from one balcony to another; or
 - b) climbing, jumping or moving from any external part of a building to another (unless during the normal course of using the stairs, lifts or usual access points).
10. **You** jumping or diving from piers, walls or rocks, including tombstoning and shore jumping, or climbing on top of or jumping from a vehicle.
11. **Your** deliberate action which puts **you** at risk of death, **injury**, **illness** or disability, unless **you** were trying to save human life or **your** life is in danger.
12. Driving any car or motorcycle, moped or scooter unless **you** have a full **UK** licence which permits **you** to drive the equivalent category of vehicle.
13. **Your** duties as a member of any armed forces or territorial army, except as cover provided for under section 4 'Cancellation and cutting short a trip'.
14. Any tour operator, travel agent, accommodation provider, **public transport carrier** or other service provider becoming insolvent and being unable or unwilling to carry out their duty to **you**.
15. Any payments **you** would normally have made during **your trip** or which do not fall within the events insured by **your** policy.
16. Any loss caused by currency exchanges or fluctuations.
17. Any loss that is not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following an **injury** or **illness** happening while on a **trip**.
18. Pregnancy or childbirth, without any accompanying **injury**, **illness**, disease or complication.
19. Loss or damage more specifically insured by another policy.
20. Any costs incurred by **you**,
 - a) which **you** can recover from **your** accommodation provider, **public transport carrier** or other service provider; and/or
 - b) because **you** have refused a reasonable alternative from **your** accommodation provider, **public transport carrier** or other service provider.

21. Any costs paid for using reward scheme points or similar, timeshare, holiday property bond or similar points scheme (including any exchange fees, property maintenance expenses or fees).
22. War or hostilities, civil unrest or any similar event.
23. Terrorism, (meaning an act, including but not limited to the use or planned use of force or violence and/or the threat of any person or group of persons, whether they are acting alone or on behalf of, or in connection with, any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or the public, or to put any section of the public in fear).

This exclusion does not apply to sections :

- 1 'Emergency medical assistance and expenses';
- 2 'Personal accident'; and
- 11 'Hijack',
- 12 'Catastrophe, natural disaster and airspace closure'
(where shown in **your statement of insurance**)

unless nuclear, chemical or biological weapons, devices or agents are used.

24. Ionising radiation or radioactive contamination caused by nuclear fuel or waste, or the radioactive, toxic explosive or other dangerous properties of any explosive nuclear equipment.
25. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
26. The cost of medical or surgical treatment of any kind received by a Person Insured later than 52 weeks from the date of the accident or commencement of the illness.

Sections of cover

Section 1: Emergency medical assistance and expenses

Zurich Assist

If you need help in a medical emergency, please call our 24-hour emergency assistance help line on +44 (0) 1242 218999.

Zurich Assist will ensure that medical emergency services are made available to you and will be based entirely upon medical necessity depending on your state of health.

Please remember this is not a private health insurance and be aware of excessive treatment charges. If you need simple outpatient treatment of the sort you can pay for locally, you can make your claim once you return home (you must provide valid receipts or invoices). If you are in any doubt you can call Zurich Assist for help and advice.

Events

We will cover your emergency medical treatment and related expenses if you fall ill or are injured or are quarantined (on the orders of your treating medical practitioner) or require emergency dental treatment, during your trip, up to the limits in your statement of insurance, for:

1. Emergency medical treatment, including the costs of rescue or assistance services to take you to a hospital, which is outside your home area.
2. Reasonable related expenses incurred outside your home area for:
 - a) extra costs for transport and accommodation (up to a similar standard to your original booking) if it is medically necessary for you to stay after the date you were going to return to your home. This includes extra costs you have to pay to return to your home if you cannot use your booked transport;
 - b) returning you to your home or your home area, if it is medically necessary because you have a serious injury or illness and you cannot use your booked transport;
 - c) extra costs for transport and accommodation for one relative or friend who has to stay with you or travel to be with you, or to accompany you;
 - d) extra costs for transport and accommodation for your unattended children on the same trip as you who have to stay with you or travel without you to return home.

3. Reasonable related expenses incurred if you die:
 - a) outside the UK, for funeral costs outside the UK; or
 - b) for returning your body or ashes to your home.

4. Hospital benefit outside your home area.

We will pay the limit shown for each 24 hours (up to a maximum of 50 days) if you have to stay in hospital as an in-patient or are confined to your accommodation due to your compulsory quarantine or on the orders of your treating medical practitioner.

5. Dental treatment for emergency pain relief outside your home area.
6. Search and recovery costs, where shown in your statement of insurance, we will also pay up to the limit shown for costs incurred by authorised officials involved in the search or rescue or recovery of you, if you are reported missing or have suffered an injury.

Section conditions

1. You or someone on your behalf must phone Zurich Assist helpline as soon as possible if your illness or injury means you:
 - a) need to be admitted to hospital as an in-patient or before any arrangements are made for your repatriation; and/or
 - b) are told by the treating medical practitioner that you need to undergo tests or investigations as an out-patient.
2. All expenses and costs for accommodation and transport, including that provided by emergency repatriation services where medically necessary, must have the prior agreement of Zurich Assist.
3. All expenses and costs exceeding £150 (or the local equivalent) must have the prior agreement of Zurich Assist.
4. Zurich Assist may move you from one hospital to another and/or arrange for you to return to your home area if the treating medical practitioner and they think it is safe to do so. If you choose not to move or return to your home area all cover will end and we will not pay for any claims for costs incurred after the date it was deemed safe for your move or return.

5. You must accept the decisions of Zurich Assist about the most suitable, practical and reasonable solution to any medical emergency.
6. You must provide us with valid receipts or invoices for all costs and expenses incurred.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The excess in your statement of insurance.
3. Any claim relating to any reason set out under 'Important exclusions and conditions relating to health'.
4. Treatment or expenses in your home area (unless provided for under Events 3 and 6).
5. Non-essential medical treatment, surgery, investigations or tests which are not related to the illness or injury you originally went to hospital for.
6. Treatment that your medical practitioner and Zurich Assist think can reasonably wait until you return home.
7. Expenses relating to any medication or treatment, which is known to be required or continued at the time of starting your trip.
8. Any claim relating to a tropical disease if you have not had the recommended inoculations and/or taken the recommended medication for your destination.
9. Cosmetic surgery.
10. Dental work involving the use of precious metals.
11. Expenses or treatment incurred in the UK, but outside your home area, which are:
 - a) for private treatment; or
 - b) funded by a reciprocal healthcare agreement (RHA) between these countries and/or islands.

12. The extra costs of single or private accommodation in hospital, or any treatment or services provided by a spa, nursing home or rehabilitation centre.
13. Costs of telephone calls, other than for calls to Zurich Assist or for receiving calls from Zurich Assist.
14. Cost of taxi-fares, other than for your travel to or from hospital relating to your admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for you by hospital.
15. The cost of medical or surgical treatment of any kind received by a Person Insured later than 52 weeks from the date of the accident or commencement of the illness.

Section 2: Personal accident

Events

We will pay you or your legal representative the amount shown in your statement of insurance if, during your trip, you suffer an injury from an accident resulting solely and directly in your:

1. death; or
2. loss of limb(s) and/or total loss of sight in one or both eyes; or
3. permanent total disablement after 52 weeks from the date you incurred the injury (except where a claim is paid under item 2 above).

Section conditions

1. Your death or disability must happen within one year of the accident.
2. You can only make a claim for one item under this section.
3. Any claim must be supported by a medical report by a medical practitioner or, in the event of death, a death certificate.

Under this section, we will also pay the death benefit if your body has not been found within one year after the date of your disappearance following sinking or wrecking of the aircraft or other public transport carrier in which you were travelling at the time of the accident.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. Claims resulting from:
 - a) **your** job or **your** involvement in paid or unpaid **manual work** or physical labour of any kind;
 - b) **you** taking part in any winter sports activity, unless section 13 'Winter sports cover' is shown in **your statement of insurance**, where cover applies as listed under 'Winter sports activity'; and/or
 - c) **you** taking part in any activity or winter sports activity where personal accident cover is specifically shown as excluded in the list of activities.

Section 3: Baggage

Events

We will pay up to the limits in **your statement of insurance** if **your baggage** and **valuables** are **accidentally** damaged, lost, stolen, or destroyed during **your trip**.

Section conditions

1. **You** must take reasonable care to keep **your baggage** and **valuables** safe. If **your baggage and valuables** are lost or stolen, **you** must take all reasonable steps to get them back.
2. **You** must report any loss or theft as soon as possible to the police or to **your public transport carrier** if the loss or damage occurred during the **trip**. **You** must get a police report form and/or the **public transport carrier's** property report form within 7 days.
3. If **your baggage** is lost or damaged by **your public transport carrier** **you** must give written notice of the claim to them within the time limit in their conditions of carriage (**you** should also keep a copy). **You** must keep **your** tickets and luggage tags.
4. If **your baggage** is lost or damaged by an authority or **your** accommodation provider, **you** must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.

5. **You** must be able to prove that **you** have responsibility for the lost, stolen or damaged items and how much they are worth. If **you** do not do this, it may affect **your** claim.
6. At **our** option, **we** will settle any claim by payment or replacement. **We** will pay claims for **baggage** and **valuables** based on their value at the time of loss. **We** will not pay more than the original purchase price of any lost or damaged item. **We** will not pay the cost of replacing any other pieces that form part of a set.
7. If **you** have also made a claim under section 10 'Baggage delay' this amount will be deducted from the amount claimed under this section.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. **Valuables** carried in suitcases or other luggage unless they are with **you** at all times.
4. **Valuables** which are not with **you** unless stored in a locked safety deposit box or locked safe, or are locked in **your** accommodation.
5. **Valuables** left in an unattended motor vehicle or in **your** accommodation's courtesy storage facility.
6. **Baggage** which **you** have left unattended in **your** accommodation unless the accommodation is locked.
7. **Baggage** which **you** have left unattended in a motor vehicle unless:
 - a) the loss occurs between 9am and 9pm; and
 - b) it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
8. Claims for theft unless there is evidence of force or forcible entry.
9. Food or drink.
10. Pedal cycles, angling or fishing equipment, scuba or diving equipment and sports equipment.
11. **Winter sports equipment** and/or **golf equipment** unless section 13 'Winter sports cover' and/or section 14 'Golf cover' is shown in **your statement of insurance** where cover will apply for items as stated within those sections.

12. Contact and corneal lenses, medical and dental fittings, or hearing aids.
13. Cracked, scratched or broken glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items.
14. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
15. Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
16. Items used in connection with **your** job.
17. **Personal money**, bonds, securities or documents of any kind.

Section 4: Cancellation and cutting short a trip

Events

We will pay up to the limits specified in **your statement of insurance** if you have to necessarily and unavoidably either:

- cancel **your trip** before it starts; or
- cut short **your trip** before it is due to end.

We will pay for unused travel fare, accommodation expenses and/or other associated pre-paid charges including excursions, which have been paid or are contracted to be paid (including deposits you have already paid), if you cannot get them back from any other source.

As a result of any of the following:

1. **Accidental death, injury, illness** of **you**, a **close relative, travel companion**, or someone with whom **you** have arranged to reside with during **your trip**.
2. Witness summons, jury service or compulsory quarantine (on the orders of the treating **medical practitioner**) of **you** or **your travel companion**.
3. Redundancy (qualifying for payment under **UK** redundancy payment legislation) or having a contract ended early if self-employed, of **you** or **your travel companion**.

4. **Your** or **your travel companion's home** suffering serious damage by fire, burglary, storm or flood in the seven days prior to the start date of **your trip** or during **your trip**.
5. The police requiring **your** presence because **your** or **your travel companion's home** or place of work has been burgled.
6. If **you** are a member of the Armed Forces, Territorial Army, police, ambulance, fire or nursing service, in the **UK**, and **you** are called for unexpected emergency duty or posted outside the **UK** at the time of **your** intended pre-booked **trip**.

Section conditions

1. Any claim resulting from death, **injury, illness** or quarantine must be supported by written confirmation and/or a death certificate from a **medical practitioner**.
2. If **you** or **your travel companion** are self-employed and a contract was ended early, **you** must provide written evidence from the person ending the contract as well as a copy of the contract.
3. Any claims resulting from **you** being called for unexpected emergency duty or posting must be supported by written confirmation from **your** employer.
4. Expenses **we** pay after a **trip** is cut short will be calculated in proportion to the number of days remaining after the date **your trip** was cut short.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. Any claim due to circumstances known to **you** at the start date of **your** cover or at the time of booking a **trip** (whichever is later).
4. Any loss directly or indirectly arising from any government's regulations control or act, bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, **public transport carrier** and/or other provider of any service forming part of the booked **trip**.

5. Failure to notify the travel agency, tour operator, **public transport carrier** and/or other provider of any service forming part of the booked **trip** of the need to cancel or cut short **your trip** immediately when it is found necessary to do so.
6. Any loss in relation to cancellation or the cutting short of **your trip** that is not verified by **your public transport carrier** or other relevant organisations or authorities.
7. Any loss which will be paid or refunded by any existing insurance scheme, government programme, **public transport carrier**, travel agent or any other provider of transportation and/or accommodation.
8. Any expenses for services provided by another party for which **you** are not liable to pay and/or any expenses already included in the cost of a **trip**.
9. Any claim if **you** refuse to follow the recommendation of a **medical practitioner** to return to **your home area**, or refuse to continue the **trip** if **you** are medically fit for travel (applicable to cutting short **your trip** only).
10. **Your** unwillingness to travel.
11. Compensation for frequent flyer points or similar loyalty schemes.
12. Failure to obtain the required passport, visa or necessary travel documentation.
13. Any claim not substantiated by a written medical report from a **medical practitioner** when requested.
14. Any claim not substantiated by written confirmation or cancellation invoice from the **public transport carrier** and/or accommodation provider and/or an unused travel ticket.

Section 5: Travel delay and missed departure

Events

Where shown in **your statement of insurance** cover will apply for the following.

1. If **your** departure is delayed because the **public transport carrier** **you** have checked in for is delayed by at least 12 hours from the time shown in **your** travel itinerary, **we** will pay up to the limits specified:
 - a) for the first 12 hours' delay and for every following full 12 hours' delay of **your trip**; and/or
 - b) cancellation costs (as provided for under section 4 'Cancellation and cutting short a trip') if, after the first 12 hours' delay, **you** decide not to continue on **your trip** before leaving the **UK**.
2. If **you** miss **your** departure because **you** arrive at **your** departure point too late to board **your** booked transport, as a result of the following:
 - a) the public transport taking **you** to **your** departure point for **your trip** is not running to timetable; or
 - b) the private car taking **you** to **your** departure point is involved in an accident or breaks down or is delayed due to an accident ahead of **you**, or if **your** car is stolen in the 12 hours prior to **your** scheduled departure;

we will pay up to the limits specified for extra accommodation (room only) and transport charges (up to the same standard of those previously booked) that are necessary to reach **your trip** destination on **your** outward journey or **your home** on **your** return journey.
3. If **you** miss **your** connection because of the reasons set out in Events 1 and 2 above, **we** will pay up to the limits specified for extra cost of economy transport by the most direct route for **you** to continue with **your** original itinerary.

Section conditions

1. **You** must check-in according to the itinerary of **your trip** unless **your public transport carrier** has requested **you** not to travel to the departure point.
2. **We** will only pay costs under Event 3 if **you** allow three or more hours between **your** original scheduled arrival time and the scheduled departure time of **your** connecting transport.
3. **You** must have written confirmation from the **public transport carrier** or its agents confirming the reason for delay and the length of the delay including actual departure time (where applicable) if claiming under Event 1.
4. **You** must have written confirmation from the **public transport provider** or its agents confirming the reason for their not running to timetable and the length of the delay including actual departure time (where applicable) if claiming under Event 2a.
5. **You** must have written confirmation from the repairer or breakdown assistance provider if claiming under Event 2b.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. Any claim which is the result of:
 - a) the withdrawal of an aircraft, cross-channel train or sea vessel from service (temporarily or permanently) on the recommendation or order of any government, civil aviation authority, port authority, rail authority or similar authority in any country;
 - b) closure of airspace;
 - c) closure of **your** scheduled point of departure; and/or
 - d) storm or severe snowfall,unless section 12 'Catastrophe, natural disaster and airspace closure' is shown in **your statement of insurance**, where cover will apply as set out in that section of **your** policy.
4. Any claim if **your** delay in getting to the departure point was caused by industrial action which started or was announced before **you** bought the travel tickets or got confirmation of **your** booking.
5. Any claim which is the result of any form of industrial action, strike or failure of public transport announced on television, news bulletins or in the media in the **UK** before **you** booked a **trip** and bought this insurance.
6. Any claim which is the result of **your** private car not being fully roadworthy before breaking down on the way to **your** departure point.
7. Any claim which is the result of **you** missing **your** departure because of heavy traffic or road closures, and **you** did not leave enough time to reach **your** departure point.

Section 6: Passport, documents or driving licence

Events

We will pay up to the limit shown in **your statement of insurance** if **your** passport, visa, travel documents or driving licence are **accidentally** damaged or lost, stolen or destroyed during **your trip**.

We will pay reasonable extra travel, communication and accommodation costs while **you** arrange a replacement or temporary replacement.

Section conditions

1. **You** must take reasonable care to keep **your** passport, visa, travel documents or driving licence safe. If they **are** lost or stolen, **you** must take all reasonable steps to get them back.
2. **You** must report any loss or theft to the police within 24 hours of discovery and get a police report form.
3. If they are lost, stolen or damaged while in the care of **your** accommodation provider **you** must report this to them immediately on discovery in writing and obtain a written confirmation of the loss or damage.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. Any items **which** are not with **you** unless they are:
 - a) stored in a locked safety deposit box or locked safe or are locked in **your** accommodation; or
 - b) in the care of **your** accommodation provider.
4. Any items which are detained or confiscated by customs or other officials.

Section 7: Personal money

Events

We will pay up to the limits in **your statement of insurance** if **your personal money** is lost or stolen during **your trip** or during the 72 hours immediately before starting **your trip**.

Section conditions

1. **You** must take reasonable care to keep **your personal money** safe. If **your personal money** is lost or stolen, **you** must take all reasonable steps to get it back.
2. **You** must report any loss to the police within 24 hours of discovering it and obtain a written police report.
3. **You** must be able to prove that **you** own the lost or stolen money, if **you** do not it may affect **your** claim.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. **Personal money** which is not with **you** unless it is stored in a locked safety deposit box or locked safe or is locked in **your** accommodation.
4. Claims for theft unless there is evidence of force or forcible entry.
5. Bonds, securities or documents of any kind.
6. Shortages due to a mistake or loss due to a change in exchange rates.
7. **Personal money** which is delayed, detained or confiscated by customs or other officials.

Section 8: Personal liability

Events

We will pay up to the limit shown in **your statement of insurance** per policy for amounts that **you** legally have to pay which relate to an **accident** during **your trip** which causes:

1. **accidental** death or **injury** to any person; and/or
2. **accidental** loss or damage to property which is not owned by **you** or **your travel companion**.

We will also pay any reasonable and necessary legal costs and expenses incurred by **you** in relation to the **accident**. **You** must obtain **our** consent before incurring any cost or expense.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) **you** have to pay.
4. Claims made by **your** family or people who work for **you**.
5. Claims resulting from:
 - a) **your** job or **your** involvement in paid or unpaid **manual work** or physical labour of any kind;
 - b) **you** taking part in any winter sports activity, unless section 13 'Winter sports cover' is shown in **your statement of insurance**, where cover applies as listed under 'Winter sports activity';
 - c) **you** taking part in any activity or winter sports activity where personal liability cover is specifically shown as excluded in the list of activities;

- d) **you** owning or occupying any land or building, unless **you** are occupying any temporary holiday accommodation, which is not owned by **you**;
- e) any agreement unless the liability would have existed without that agreement;
- f) **you** owning, handling or looking after any animal; or
- g) **you** owning or using:
 - a firearm;
 - a horse drawn or motorised vehicle;
 - a waterborne, motorised, mechanical or towed vehicle (except manually propelled watercraft); or
 - an aircraft of any description, including unpowered flight.

Section 9: Legal expenses and advice

This section is underwritten by DAS Legal Expenses Insurance Company Limited (DAS). The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Definitions for this section

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

The 'Conditions and Exclusions which apply to the whole policy' apply in addition to any other conditions or exclusions stated in this section.

Appointed representative – the **preferred law firm**, law firm or other suitably qualified person which **we** will appoint to act on **your** behalf.

Costs and expenses – are

- all reasonable and necessary costs charged by **your appointed representative** and agreed by **us** in accordance with **our standard terms of appointment**.
- the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

DAS/we/our/us – DAS Legal Expenses Insurance Company Limited.

Bodily Injury – a specific or sudden accident which causes **your** death or bodily injury to **you**.

Insured Incident – a specific or sudden accident which causes **your** bodily injury.

Preferred Law Firm – a law firm or barristers' chambers which **we** choose to provide legal services. These legal specialists are chosen based on their proven expertise to deal with claims like **yours** and must comply with **our** agreed service levels, which **we** audit regularly. They are appointed according to **our standard terms of appointment**.

Reasonable prospects – for civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

Standard terms of appointment – the terms and conditions (including the amount **we** will pay to **your appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Events

1. In the event of an **insured incident** which causes **your** bodily injury **we** will pay up to £25,000 for the **costs and expenses** of an **appointed representative**, to provide legal advice and where there are **reasonable prospects** to take legal action on **your** behalf to recover losses or damages against negligent third-parties.

What is not covered

We will not pay for the following:

1. A claim where at any point, **we** or the **appointed representative** assess that there are not **reasonable prospects** of success.
2. Any legal proceedings not dealt with by a court of law or by another body agreed by **us**.
3. A claim where **you** have failed to notify **us** of the **insured incident** within a reasonable time of it occurring and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider that **our** position has been prejudiced.
4. An **insured incident** arising before the start, or after the end of a **trip**.
5. **Costs and expenses** incurred before **our** written acceptance of a claim.

6. In the event that **you** decide not to use the services of a **preferred law firm**, any **costs and expenses** in excess of those which **we** would have incurred had **you** done so under **our standard terms of appointment**.
7. Any claim relating to any illness or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
8. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **your physical bodily injury**.
9. Defending **your** legal rights (**we** will however, cover defending a counter-claim).
10. Any claim relating to clinical negligence.
11. Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
12. Any legal action which **you** take that which **we** or **the appointed representative** have not agreed to, or where **you** do anything that hinders **us** or **the appointed representative**.
13. A dispute with **us** which is not otherwise dealt with under section condition 9.
14. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
15. Any **costs and expenses** which are incurred where **the appointed representative** handles the claim under a contingency fee arrangement.
16. A claim against **us**, **our** agent, tour operator or travel agent.
17. Any claim where **you** are not represented by a law firm or barrister.

Section conditions

1. a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **the appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as **your appointed representative**.
2. a) **You** must co-operate fully with **us** and with the **appointed representative**.
 - b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.
3. a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
 - b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
 - d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
4. a) **You** must instruct **the appointed representative** to have costs and expenses taxed, assessed or audited if **we** ask for this.
 - b) **You** must take every step to recover **costs and expenses** and court attendance expenses that **we** have to pay and must pay **us** any amounts that are recovered.
5. If **the appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss **the appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to the appointment of another **appointed representative**.
6. If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to **the appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.
 - c) If **you** choose a law firm as the **appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our standard terms of appointment**.
 - d) **The appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

7. In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
8. For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.
9. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
10. **We** may require **you** to obtain, at **your** expense, an opinion on the merits of the claim or proceedings or on a legal principle from a legal expert. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
11. **You** must:
 - a) keep to the terms and conditions of this section;
 - b) take reasonable steps to avoid and prevent claims;
 - c) take reasonable steps to avoid incurring unnecessary costs;
 - d) send everything **we** ask for, in writing;
 - e) report to **us** full and factual details of any claim as soon as possible; and
 - f) give **us** any information **we** need.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
13. In the event of **your** death as a result of an **insured incident** the benefits of this cover will attach to **your** personal representative (next of kin).

14. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

15. Apart from DAS, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Making a claim

(This applies to the legal expenses and advice section only)

Telephone **us** on 0330 100 7891. **We** will ask about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but will pass the information **you** have provided to the claims-handling team and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the claims department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Eurolaw legal advice

We will give **you** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

You can contact **our** UK-based call centres 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to call **you** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and **we** will call **you** back within operating hours.

To help check and improve service standards, **we** record all inbound and outbound calls.

To contact the above service, phone **us** on 0330 100 7891. When phoning, please quote **your** policy number.

We will not accept responsibility if the helpline service fails for reasons which **we** cannot control.

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

Data protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** the policy.

Who we are

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

How we will use your information

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

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

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

What is our legal basis for processing your information?

It is necessary for **us** to use **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

How long will your information be held for?

We will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use **your** personal data, please contact **us** at dataprotection@das.co.uk.

What are your rights?

You have the following rights in relation to the handling of **your** personal data:

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

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

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint about the processing of personal data

If **you** are unhappy with the way in which **your** personal data has been processed **you** may in the first instance contact the Data Protection Officer using the contact details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

DAS Law Limited

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Section 10: Baggage delay

This section will apply where shown in **your statement of insurance**.

Events

We will pay up to the limit for replacement of essential items if **your baggage** is temporarily lost on the outward journey.

Section conditions

1. **You** must be without **your baggage** for more than 12 hours.
2. **You** must keep the receipts of anything **you** buy and get written confirmation from the **public transport carrier** of the number of hours **you** were without **your baggage**.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. Any claim for **baggage** delayed or detained by customs or other officials.

Section 11: Hijack

This section will apply where shown in **your statement of insurance**.

Events

We will pay the limit shown for each 24 hours (up to a maximum of 20 days) **you** are prevented from reaching **your** outward destination or **your home area** on the return journey of **your trip**, as a result of the transport on which **you** are travelling being hijacked during unlawful, wrongful or illegal seizure or exercise of control.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. Any claim where **you** do not provide written confirmation of the delay from the **public transport carrier**.

Section 12: Catastrophe, natural disaster and airspace closure

This section will apply where shown in **your statement of insurance**.

Events

The cover provided under sections 4 'Cancellation and cutting short a trip' and 5 'Travel delay and missed departure' is extended. **We** will pay for the same Events up to the limits shown if **your trip** is to a destination outside the **UK** and is affected by the following:

1. Airspace closure or closure of **your** scheduled point of departure (the airport, port or cross-channel train station).
2. Avalanche, earthquake, volcano, explosion, fire, flood, landslide, storm, tsunami, severe snowfall.
3. Medical epidemic or pandemic.
4. The Foreign and Commonwealth Office or an equivalent government or national authority, or the World Health Organisation issuing notice or advice against all travel or all but essential travel to the area in which **you** were due to travel to or were already staying during **your trip**.

We will also pay up to the limit shown in **your statement of insurance** for:

- additional accommodation and/or transport costs to allow **you** to continue **your trip** if **you** are forced to move from **your** booked and prepaid accommodation, or have to extend **your stay** if **you** are unable to return **home** due to the listed events occurring during **your trip**; and/or
- costs of unused, or the extra costs of, kennel, cattery or professional pet sitter fees.

In addition, where shown in **your statement of insurance**, **we** will pay a daily benefit for each 24 hours (up to a maximum of 10 days) if **you** have to extend **your stay**.

Section conditions

1. Anything stated under section conditions for sections 5 'Travel delay and missed departure'.
2. **You** must have written confirmation from the local or national authority of the area where the event occurred.
3. Expenses **we** pay after a **trip** is cut short will be calculated in proportion to the number of days remaining after the date **your trip** was cut short.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance** (unless claiming a daily benefit only).
3. Any claim which is the result of any Events announced on television, news bulletins or in the media in the **UK** before the start date of cover or at the time of booking a **trip** (whichever is later).
4. Failure to notify the travel agency, tour operator, **public transport carrier** and/or other provider of any service forming part of the booked **trip** of the need to cancel or cut short **your trip** immediately when it is found necessary to do so.
5. Any loss in relation to cancellation or the cutting short of **your trip** that is not verified by **your public transport carrier** or other relevant organisations or authorities.
6. Any loss which will be paid or refunded by any existing insurance scheme, government programme, **public transport carrier**, travel agent or any other provider of transportation and/or accommodation.
7. Any expenses for services provided by another party for which **you** are not liable to pay and/or any expenses already included in the cost of a **trip**.
8. Compensation for frequent flyer points or similar loyalty schemes.
9. Any claim not substantiated by written confirmation or cancellation invoice from the **public transport carrier** and/or accommodation provider and/or an unused travel ticket.

Section 13: Winter sports cover

This section will apply where shown in **your statement of insurance** for the **insured person(s)** and **trip** duration specified.

Events

A. Winter sports equipment

We will pay up to the limits in **your statement of insurance**:

1. if **your** or **your** hired **winter sports equipment** is **accidentally** damaged, or lost, stolen, or destroyed during **your trip**;
2. for hire of replacement **winter sports equipment** during **your trip** as a result of 1 above; and/or
3. to replace **your** lift pass if it is lost, stolen or destroyed during **your trip**.

Event A conditions

1. **You** must take reasonable care to keep **your winter sports equipment** safe. If **your winter sports equipment** is lost or stolen, **you** must take all reasonable steps to get it back.
2. **You** must report any loss or theft as soon as possible to the police or to **your public transport carrier** if the loss or damage occurred during the **trip**. **You** must get a police report form and/or the **public transport carrier's** property report form within 7 days.
3. If **your winter sports equipment** is lost or damaged by **your public transport carrier** **you** must give written notice of the claim to them within the time limit in their conditions of carriage (**you** should also keep a copy). **You** must keep **your** tickets and luggage tags.
4. If **your winter sports equipment** is lost or damaged by an authority or **your** accommodation provider, **you** must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
5. **You** must be able to prove that **you** have responsibility for the lost, stolen or damaged items and how much they are worth. If **you** do not do this, it may affect **your** claim.

6. At our option, we will settle any claim by payment or replacement. We will pay claims for **your winter sports equipment** based on its value at the time of loss after making an allowance for wear and tear and loss of value using the scale below. We will not pay more than the original purchase price or the limits shown in **your statement of insurance**.

Age of winter sports equipment	Amount payable (based on new replacement cost)
Up to one year old	90%
Up to two years old	70%
Up three years old	50%
Up to four years old	30%
Over four years old	20%

What is not covered

We will not pay for:

- Anything mentioned in 'Exclusions which apply to the whole policy'.
- The **excess** in **your statement of insurance**.
- Winter sports equipment** which **you** have left unattended in **your** accommodation unless the accommodation is locked.
- Winter sports equipment** which **you** have left unattended in a motor vehicle unless:
 - the loss occurs between 9am and 9pm; and
 - it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
- Claims for theft unless there is evidence of forced or forcible entry.
- Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- Items used in connection with **your** job.

Events

B. Delay due to avalanche

We will pay up to the limits in **your statement of insurance** for extra accommodation (room only) and transport charges (up to the same standard of those previously booked) that are necessary to reach **your trip** destination on **your** outward journey or **your home** on **your** return journey, if an avalanche delays **your** arrival at or departure from **your** booked destination.

What is not covered

We will not pay for:

- Anything mentioned in 'Exclusions which apply to the whole policy'.
- The **excess** in **your statement of insurance**.

Events

C. Piste closure

We will pay up to the limits in **your statement of insurance**, if all pistes at the resort **you** have booked are closed because of lack of snow, excessive snow or high winds.

Section conditions

- Cover does not apply for **trips**:
 - in the **UK**;
 - outside the **UK**, which are not during the recognised skiing season for **your** destination.
- Cover does not apply for cross country skiing.

What is not covered

We will not pay for:

- Anything mentioned in 'Exclusions which apply to the whole policy';
- The **excess** in **your statement of insurance**.

Events

D. Winter sports activity and ski pack

We will pay up to the limits in **your statement of insurance**:

1. if due to **illness** or **injury** you are medically certified as being unable to take part in **your** pre-booked winter sport activity, for the unused part of **your** ski/lift pass, hire or tuition fees or cost of activities;
2. to replace **your** pre-booked ski/lift pass if it is lost, stolen or destroyed during **your trip**.

Event D condition

Any claim resulting from **illness** or **injury** must be supported by written confirmation from a **medical practitioner**.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy';
2. The **excess** in **your statement of insurance**.

Section 14: Golf cover

This section will apply where shown in **your statement of insurance** for the **insured person(s)** specified.

Events

A. Golf equipment

We will pay up to the limits in **your statement of insurance**:

1. if **your** or **your** hired **golf equipment** is **accidentally** damaged, or lost, stolen, or destroyed during **your trip**.
2. for hire of replacement **golf equipment** during **your trip** as a result of 1 above.

Event A conditions

1. **You** must take reasonable care to keep **your golf equipment** safe. If **your golf equipment** is lost or stolen, **you** must take all reasonable steps to get it back.
2. **You** must report any loss or theft as soon as possible to the police or to **your public transport carrier** if the loss or damage occurred during the **trip**. **You** must get a police report form and/or the **public transport carrier's** property report form within 7 days.
3. If **your golf equipment** is lost or damaged by **your public transport carrier** **you** must give written notice of the claim to them within the time limit in their conditions of carriage (**you** should also keep a copy). **You** must keep **your** tickets and luggage tags.
4. If **your golf equipment** is lost or damaged by an authority or **your** accommodation provider, **you** must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
5. **You** must be able to prove that **you** have responsibility for the lost, stolen or damaged items and how much they are worth. If **you** do not do this, it may affect **your** claim.
6. At **our** option, **we** will settle any claim by payment or replacement. **We** will pay claims for **your golf equipment** based on its value at the time of loss after making an allowance for wear and tear and loss of value using the scale below.

We will not pay more than the original purchase price or the limits shown in **your statement of insurance**.

Age of golf equipment	Amount payable (based on new replacement cost)
Up to one year old	90%
Up to two years old	70%
Up three years old	50%
Up to four years old	30%
Over four years old	20%

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.
3. **Golf equipment** which **you** have left unattended in **your** accommodation unless the accommodation is locked.
4. **Golf equipment** which **you** have left unattended in a motor vehicle unless:
 - a) the loss occurs between 9am and 9pm; and
 - b) it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
5. Claims for theft unless there is evidence of force or forcible entry.
6. **Golf equipment** while in use.
7. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
8. Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
9. Items used in connection with **your** job.

Events

B. Golfing fees

We will pay up to the limits in **your statement of insurance** if due to **illness** or **injury** **you** are medically certified as being unable to take part in **your** pre-booked golfing activity, for the unused part of green fees, hire or tuition fees including the cost of hire of a buggy or golf trolley or similar.

Event B condition

Any claim resulting from **illness** or **injury** must be supported by written confirmation from a **medical practitioner**.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.
2. The **excess** in **your statement of insurance**.

Section 15: Cruise cover

This section will apply:

- where shown in **your statement of insurance** for the **insured person(s)** specified; and
- if **your trip** is a cruise on a passenger carrying liner, ship or river cruiser on a voyage of more than five days in duration.

Events

A. Increased baggage

The cover provided by section 3 'Baggage' is extended and **we** will pay up to the increased limits shown in **your statement of insurance**.

Event A condition

Anything mentioned in section 3 'Baggage – Section conditions'.

What is not covered

We will not pay for anything mentioned in section 3 'Baggage – What is not covered'.

Events

B. Shore trips and cabin confinement

We will pay up to the limits in **your statement of insurance**:

1. if the vessel **you** are travelling on is unable to dock at the intended destination and **you** are unable to take part in **your** pre-booked shore excursion;
2. if due to **illness** or **injury you** are medically certified as being unable to take part in **your** pre-booked activity or shore excursion; and/or
3. if due to **your illness** or **injury you** are confined to **your** cabin or compulsorily quarantined on the vessel **you** are travelling on.

Event B conditions

Any claim resulting from:

1. The vessel being unable to dock must be supported by written confirmation from an official member of the vessel's crew.
2. **Illness** or **injury** must be supported by written confirmation from a **medical practitioner**.
3. Confinement due to compulsory quarantine must be supported by written confirmation from a **medical practitioner** or an official member of the vessel's crew.

What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy';
2. The **excess** in **your statement of insurance** for Event 1 and 2.

Useful information

Please note this information does not form part of the terms and conditions of your Travel cover, it is provided for guidance purposes only. Information is correct at date of production.

www.fco.gov.uk/travel

Before you go overseas check out the Foreign Commonwealth Office website at www.fco.gov.uk/travel, it is packed with essential travel advice and tips plus up to date information about different countries.

The World Health Organisation

The World Health Organisation (WHO) provides up to date information and advice for travellers by country on health risks. Please check with the WHO if you have any concerns over health risks for your intended destination. To view information on the country or region you intend to travel to, visit the international travel and health pages on the WHO website www.who.int

Reciprocal Healthcare Agreements

(Applies to residents of England, Scotland, Wales and Northern Ireland only)

The National Health Service (NHS) provides useful information on healthcare abroad and produces country by country guides and a 'Health advice for travellers' leaflet'. You can find all this at www.nhs.uk.

Guernsey

Healthcare in Guernsey is provided by the health and Social Services Department and is outside the UK National health Service. Non-resident visitors to the bailiwick of Guernsey are required to pay for medical treatment.

Jersey

A bilateral healthcare agreement exists between mainland UK and Jersey. Treatment similar to that provided by the NHS is free and you will need to provide proof of residence.

(Jersey and Guernsey retain a Reciprocal health Agreement covering their residents when travelling between the islands).

European Union

If you are planning to travel to countries in the European Union, or Iceland, Liechtenstein, Norway or Switzerland we strongly recommend you take a European Health Insurance Card (EHIC) with you. Application forms can be obtained online or in person from the post office and should be completed and validated before you travel. The EHIC will allow you to benefit from the Reciprocal Healthcare Agreements (RHA) which exist with these countries. Where possible, you should take reasonable steps to use these arrangements.

Australia

If essential medical treatment is required in Australia you must enrol with a local Medicare office. Details of how to enrol and the free treatment available can be found in the 'Health Advice for Travellers' leaflet or at the Australian government website www.humanservices.gov.au. (You do not need to enrol on arrival but you must do this after the first occasion you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge).

Air passengers

For advice and details on your rights as an airline passenger and compensation in different situations please visit the UK Civil Aviation Authority website at www.caa.co.uk. You should also refer to the terms and conditions of the airline you are travelling with for information.

We are not responsible for the content of other websites.

Zurich Insurance plc

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