

Sainsbury's Bank



Extended stay travel insurance

Policy booklet

MY POLICY NUMBER IS:

Welcome

Thank you for choosing Sainsbury's Bank Extended Stay Travel Insurance to protect you on your travels

Your policy booklet includes everything **you** need to make full use of the services and benefits of Sainsbury's Bank Extended Stay Travel Insurance. It is important that **you** can access this document together with **your** travel insurance certificate and schedule each time **you** travel. Documents can also be accessed via the online document portal. **You** will need to provide these documents as evidence of insurance if **you** need the services of a hospital or **our** assistance provider. **You** will also need to quote **your** policy number when **you** contact the Medical Assistance Helpline.

We are committed to meeting the needs of all **our** customers. If **you** have a hearing or speech impairment, **you** can also contact **us** via the Text Relay service (Next Generation Text). Please dial 18001 followed by the number that **you're** calling (lines open 8am - 7pm Mon - Fri, 9am-5pm Sat, closed Sun including Bank Holidays). For visually impaired **we** can provide documents in large print, braille or on audio cassette. Please contact a member of staff.

If **you** need to make a claim or **you** experience any problems when on **your** travels, rest assured **you** will receive a prompt, fair and efficient service.

If your circumstances change such as you change your address or experience a change in health, or you need to change your cover, just let us know.

Should **you** need help in a hurry, all **our** helplines are listed on page 90.

Need medical help abroad?

For emergencies if **you** are taken by ambulance to hospital following an emergency call, **you** or a travelling companion should call **us** as soon as possible once **you** have been admitted to hospital.

Call us first

- on **+44 (0) 1403 288 125** or if **you** are in the USA, Canada or Mexico
+1 833 780 0412

- For non-emergencies, **we** can help to find **you** a GP or clinic, or to locate the safest and more appropriate source of treatment **you** need. Just give **us** a call on the number above.

Our highly experienced multi-lingual team are available to talk 24 hours a day, to advise **you** or **your** travelling companion of what steps to take. Their aim will always be to establish the best treatment available to **you** in the country **you** are visiting.

Our first steps will always be to:

- confirm that **you're** in a place of safety;
- establish the best local treatment available to **you**;
- consider **your** health and best interests;
- make sure that the necessary medical fees are guaranteed where cover is provided by **your** policy.

Important note: it may affect **your** claim if **you**, **your** travelling companion or a doctor/nurse does not contact **us** on the number above. **We** do not cover any costs over £500 where prior agreement regarding treatment has not been obtained from the Medical Assistance Helpline.

We actively monitor the capabilities of medical facilities throughout the world and use this knowledge to determine whether **you** need to be transferred to a different facility. Once **we** are satisfied that **you** are getting the appropriate treatment, **we** will agree a treatment plan with **your** treating doctor and **you**. If **you** cannot be discharged in time to continue **your trip** as planned, **we** will make arrangements to bring **you home** at the appropriate time.

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Helpful advice

These seven simple travel tips are just for guidance, and not part of your policy. But follow them, and your holiday will be enjoyable and safe.

Travel Aware

We're working with the Foreign & Commonwealth Office (FCO) to do all **we** can to help British travellers on holiday overseas.

1. Check the Foreign & Commonwealth Office (FCO) Travel Advice website gov.uk/travelaware
2. Get travel insurance, and check **your** cover fits **your** needs.
3. Check what vaccinations **you** need at least six weeks before **you** go and consider whether **you** need to take extra health precautions.
4. Get a good guidebook and get to know **your** destination. Find out about local laws and customs.
5. Make sure **you** have a valid passport that's in good condition, along with the necessary visas and travel permissions.
6. Make copies of **your** passport (including any visa pages) and **your** insurance policy. **You'll** also need copies of the Medical Assistance Helpline number and **your** ticket details. Leave these with family and friends, along with **your** itinerary and contact details.
7. Take enough money for **your trip** and some back-up funds e.g. travellers' cheques, credit cards or prepaid currency cards.

For more travel advice, visit the Travel Aware website at gov.uk/travelaware

Reciprocal healthcare agreement

If **you're** travelling to countries in the European Union (except for the **UK**), Iceland, Lichtenstein, Norway or Switzerland, **we** strongly recommend that **you** take a valid European Health Insurance Card (EHIC). **You** can apply online at www.dh.gov.uk/travellers, apply by phone on **0300 3301350** or get an application form from the Post Office. This will entitle **you** to free healthcare arrangements under a reciprocal agreement between these countries.

If **you** need medical treatment in Australia or New Zealand **you** must enrol with a local Medicare office. **You** don't need to enrol on arrival but **you** should do this after

you first receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found online at www.dh.gov.uk/travellers

If **we** accept liability for a medical expense that's been reduced by the use of either a EHIC, Medicare in Australia, a reciprocal health agreement or private health insurance, **we** won't apply the deduction of a policy excess under Section 1: Medical emergency and repatriation expenses.

Air passengers - Know your rights

The European Union has strengthened **your** rights as an air passenger, so **you** may be entitled to compensation.

You may be entitled to compensation.

Make sure **you** know what to expect as a minimum from **your** airline in the event of one of the following:

1. **Denied boarding** – Have **you** been denied boarding because the airline didn't have enough seats on the flight?
2. **Cancelled flight** – Has **your** flight been cancelled?
3. **Long delays** – Has **your** flight been delayed for two hours or more?
4. **Baggage** – Has **your** checked-in baggage been damaged, delayed or lost?
5. **Injury and death by accident(s)** – Have **you** been injured during **your** flight?
6. **Package holidays** – Did **you** get what **you** booked?

To make sure **you're** not left out of pocket visit the passenger rights section at: https://ec.europa.eu/transport/themes_en for full details of **your** entitlements.

What to do first

If **you** experience any of the problems listed **you** should immediately ask the representative of the airline operating **your** flight to deal with **your** problem.

What to do next

If the operating airline doesn't fulfil their obligations, call the Europe Direct free phone on 00 800 6 7 8 9 10 11 or e-mail mail@europe-direct.cec.eu.int for details of how to make **your** claim.

While you're there

1. Always retain all receipts for medical expenses.
 2. Report losses/thefts to the Police immediately and obtain a written report.
 3. Don't leave **your personal baggage** or **valuables** unattended at any time, especially at airports and hotels (**valuables** must be kept in a fixed, locked receptacle). Use safety deposit boxes whenever they're available.
 4. Always check that the tap water is drinkable before drinking.
 5. Avoid raw or under-cooked food.
 6. The sun abroad can be much stronger than **you** are used to at **home**. To prevent sunburn and sunstroke always apply protective creams regularly.
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The insurance contract

About your Policy Booklet:

Throughout your Policy Booklet, certain words have special meanings and these are detailed on pages 24-28, please also see Sections 7, 11 and 12.

Sainsbury's Bank Travel Insurance is sold and administered by Hood Travel Limited, registered at Companies House 08318836. Authorised and regulated by the Financial Conduct Authority under registration number 597211. Registered address is at 1st Floor Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2JY.

Sainsbury's Bank plc, Registered Office, 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register no. 184514).

If **you** have any queries about **your** cover, **you** can call the Customer Helpline on the number listed on page 90 and tell them **your** policy number. **We** want **you** to get the most from **your** policy and to do this **you** should:

- Read **your** Policy Booklet and make sure **you** have the level of cover that meets **your** needs
- Make sure **you** have declared any **pre-existing medical conditions**
- Contact **us** if there are any changes to existing medical conditions or new medical conditions, failure to do so may result in a claim being rejected or payment could be reduced
- Make sure that **you** understand the conditions and exclusions on pages 81-85 which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make

Remember, no policy covers everything. **We** do not cover certain things such as:

- **Pre-existing medical conditions** (unless terms are agreed in writing by us)
- Children and infants for independent travel under a family or single parent family policy
- Non-insured loss e.g. the cost of obtaining a Police report

The things which are not covered by **your** policy are stated:

- In the 'General exclusions applying to **your** policy'
- Under '**What IS NOT covered**' in each section of cover

Please remember that only those sections you have chosen apply to you. Please refer to your travel insurance certificate and schedule and read it in conjunction with your Policy Booklet.

About your contract:

Your policy is a legal contract between **you** and **us**. The two parts – **your** Policy Booklet and **your** travel insurance certificate and schedule – make one legal document and **you** must read them together.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **UK** in which **you** normally live unless specified elsewhere in the contract or written agreement has been given for another EU law to apply before the start date shown on **your** travel insurance certificate and schedule. If there is any disagreement, **we** will use **your** Policy Booklet over any other assurances or statements, unless they are confirmed in writing and form part of the insurance policy.

All communication between **you** and **us** will be in English.

Your policy is based on all the information **you** gave **us** about **you**, the person(s) named on **your** travel insurance certificate and schedule, **your trip** and personal circumstances when **you** applied for the insurance. Every time **we** or **you** make a change to **your** insurance **we** will send **you** a new travel insurance certificate and schedule.

The Insurers:

The insurer for Sections 1-6, 8- 11 and 13 is Great Lakes Insurance SE (GLISE). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority: register number 769884.

ERGO Travel Insurance Services Ltd (ETI) carries out underwriting administration on behalf of GLISE. ETI is registered in the UK, company number 11091555 Registered office: Plantation Place, 30 Fenchurch Street London, EC3M 3AJ. Authorised and regulated by the Financial Conduct Authority, register number 805870.

Details about the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **us** on request.

The insurer for Section 7 is DAS Legal Expenses Insurance Company Limited, registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (202106).

The insurer for Section 12 is Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

Administered by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom. Authorised and regulated by the Financial Conduct Authority.

Compensation Scheme:

If **you** are resident in England, Scotland, Wales or Northern Ireland, **you** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

Our part of the contract is as follows:

We provide the cover set out in **your** Policy Booklet. **Your** travel insurance certificate and schedule shows which sections of **your** Policy Booklet **you** chose, and the total premium. This cover will only apply for people named on **your** travel insurance certificate and schedule during the **insurance period** shown on **your** travel insurance certificate and schedule and within the geographical limits shown on **your** travel insurance certificate and schedule.

Your part of the contract is as follows:

You must pay the premium for each **insurance period**. **You** can pay the premium with a debit or credit card.

Cancelling or amending your policy:

Please tell **us** immediately if **your** policy does not meet **your** requirements. If **you** cancel within 14 days of the receipt of **your** documentation and **you** have not made a **trip** or a claim **we** will give **you** a full refund. Following this 14 day period, **you** continue to have the right to cancel **your** policy at any time by contacting **us**.

If the notice of cancellation is received outside the 14 day cooling-off period no premium will be refunded, however discretion may be exercised in exceptional circumstances such as bereavement or a change to the policy resulting in **us** declining to cover **your** medical conditions.

We may cancel **your** policy by giving **you** 14 days notice. If this happens **we** will refund the premium **you** have paid for the rest of the **insurance period**.

Note once your policy has been cancelled your cover will end and you will not be able to make a claim.

Exclusions which apply to your policy:

The exclusions which apply to all sections of **your** policy are shown in the Exclusions and conditions - General exclusions applying to **your** policy section on pages 82-85.

Fraud:

The contract between **you** and **us** is based on mutual trust and **we** believe that **our** policyholders are honest.

However, if anyone named on **your** travel insurance certificate and schedule or anyone acting for **you**:

- Provides false information or documentation or withholds important information to obtain cover under **your** policy for which **you** do not qualify, or cover at a reduced premium, then:
- **Your** policy may be void
- **We** may be entitled to recover from **you** the amount of any claim already paid under **your** policy
- **We** will not return any premium paid
- **We** will inform the Police and criminal proceedings may follow

In the event that anyone named on **your** travel insurance certificate and schedule or anyone acting for **you**:

1. Makes a claim under **your** policy knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
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2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or damage caused by **your**/their wilful act, knowledge or connivance; or
5. Acts in any other manner in order to gain a financial advantage to which **you** would not otherwise be entitled;
then we:
 - Will not pay any part of the claim
 - Will at **our** option cancel **your** policy
 - Will not return any premium paid
 - Will inform the Police and criminal proceedings may follow

Conditions which apply to your policy:

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown in the Exclusions and conditions - General conditions applying to **your** policy section. If **you** do not keep to these conditions, **we** may decline **your** claim.

You must declare all medical conditions and other circumstances:

To make sure **your** policy fully covers **you** for **your trip**, it is important **you** tell **us** about any medical condition affecting the health of the people travelling. **We** will assess the condition and confirm whether **we** can issue a policy to cover claims for that particular condition or any **associated condition**.

Please call the Customer Helpline if **you** answer 'Yes' to any one of the following questions:

1. Within the last two years have any of **you** suffered from, been treated for or diagnosed with:
 - a. a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like?
 - b. a lung or respiratory-related condition (not including stable, well-controlled asthma when **you** have no other medical condition)?
 - c. a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack)?
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- d. any form of cancer?
 - e. a terminal condition?
 - f. a psychiatric or psychological condition?
 - g. a renal condition or diabetes?
2. In the 12 months prior to the date **your** insurance was arranged, or the date **your trip** was booked have **you** or **your** travelling companions:
 - a. been receiving or are on a hospital waiting list for in-patient treatment?
 - b. been prescribed regular medication?
 - c. required an organ transplant or dialysis?
 3. Are **you** or **your** travelling companions waiting for tests or test results for any undiagnosed condition(s)?
 4. Are **you** or **your** travelling companions currently aware of any circumstances which are likely to lead to a claim being made under this Policy?

Any declared medical conditions will be shown on **your** Medical Declaration. This will confirm the new terms under which cover is provided and must be produced should **you** make a claim, so please keep it in a safe place.

We reserve the right not to extend the cover under **your** policy.

Please note: There is no cover under this policy where:

1. **You** are travelling or planning to travel:
 - against medical advice; or
 - to obtain medical treatment.
2. At any time during the last five years **you** have been treated for alcohol or drug addiction.
3. **You** or **your** travelling companions have made, or tried to make, 3 or more travel insurance claims in the last 5 years.
4. **You** or **your** travelling companions have any unspent convictions for fraud, theft or malicious damage.

For a relative, colleague, travelling companion or a friend or relative with whom you have arranged to stay who is not insured but whose health may affect the trip.

If, at the time of taking out **your** policy or booking a **trip**, whichever was the later,

your relative, colleague, travelling companion or a friend or **relative** with whom **you** had arranged to stay had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

We will not pay for any claim **you** (or any **Insured Person**) make, that has anything to do with the medical condition of that **relative, colleague** or travel companion.

Changes in health

If after **you** purchase **your** policy or before booking **your trip** whichever is later, any of the following happens:

- **you** are diagnosed with a new medical condition
- **your** doctor, or consultant changes **your** prescribed medication
- **you** receive inpatient medical treatment
- **you** are placed on a waiting list for investigation or medical treatment

then **you** must contact the Customer Helpline. A member of the team will ask **you** specific questions about **your** medical condition(s).

This may result in an additional premium to allow cover to continue for all **pre-existing medical conditions** and **associated conditions**.

If **we** are unable to continue to provide cover, or if **you** do not wish to pay the additional premium **you** will be entitled to make a claim under Section 2: Cancellation for **your** costs which cannot be recovered elsewhere for **trips** booked prior to the change in health.

Alternatively, **you** will be entitled to cancel **your** policy, in which case, **we** will refund a proportionate amount of **your** premium.

Please note that **your** doctor, or consultant telling **you** that **you** are well enough to travel does not mean that **you** will be covered for **your pre-existing medical condition(s)**. If **you** have any concerns regarding whether, or not **you** will be covered please contact the Customer Helpline.

You must prevent loss, theft or damage:

All persons named on **your** travel insurance certificate and schedule must take all reasonable steps to prevent loss, theft or damage to everything covered under **your** policy.

Failure to take reasonable steps to prevent loss, theft or damage will result in a deduction from any claim payment, or may result in **your** claim being declined in full.

Changes in circumstances:

You must tell **us** as soon as reasonably possible if:

- **Your** address or email address has changed
- **You** or any person named on **your** travel insurance certificate and schedule are no longer a resident in the **UK**
- **You** require any additional cover to be added to **your** policy
- **Your trip** destination changes and is outside the geographical limits covered by **your** policy
- **You** wish to add another traveller to **your** policy
- There are any changes in **your** health

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about a change in **your** circumstances, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

Countries of travel

Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France,

Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Ireland (Republic), Israel, Italy, Lapland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom and Vatican City.

Australia/New Zealand

Australia and New Zealand.

Worldwide excluding USA, Canada, Mexico and the Caribbean

All countries in the world excluding the USA, Canada, Mexico, the islands of the Caribbean and Bermuda.

Worldwide

All countries of the world.

Note: No cover is provided for any **trip** in, to, or through Afghanistan, Iran, Iraq, Liberia, North Korea, South Sudan, Sudan or Syria.

Stopovers: **You** will not be covered if **you** travel outside the Countries of travel area **you** have chosen as shown on **your** travel insurance certificate and schedule. However, the policy does allow **you** up to 2 separate stopovers of up to 48 hours in countries that are outside the Countries of travel area that **you** have selected.

Hazardous activities

Below are lists of activities that can or cannot be covered by this policy. Please telephone the Customer Helpline if **you** are unsure as to whether **your** intended activity is covered by **your** policy.

For all hazardous activities, participation is on a incidental, non-competitive, non-professional basis, unless agreed by **us**.

Some activities are marked with an * as they do not provide cover under Section 3: Personal **accident** and Section 4: Personal liability

The following activities are covered under this policy

- Aerobics
- Badminton

- Baseball
 - Basketball
 - Cricket
 - Croquet
 - Curling
 - Cycling
 - Fell Walking
 - Fishing
 - Football/Soccer
 - Golf
 - Hiking/Trekking/Walking under 2,500m
 - Hockey*
 - Ice Skating
 - Jogging
 - Marathon Running
 - Motorcycling up to 125cc* (as a passenger or a driver unless **you** are wearing a helmet and as a driver, **you** have held a motorcycle licence, that allows **you** to drive the motorcycle **you** are riding for at least 3 years and have no motoring convictions)*
 - Mountain Biking (general cross country off road cycling)
 - Netball
 - Orienteering
 - Rambling
 - Rounders
 - Rowing
 - Running
 - Sailing/Yachting (only on inland waters or coastal waters within a 12-mile limit from land)
 - Snorkelling
 - Squash
 - Surfing
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- Swimming
- Tennis
- Volleyball
- Wakeboarding
- Walking
- Water Polo
- Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land)

The following activities are covered under this policy

If professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions

- Abseiling*
- Archery
- Bungee Jumping*
- Camel Riding
- Canoeing/Kayaking - no white water
- Clay Pigeon Shooting Range*
- Climbing (on a climbing wall only with belays)
- Elephant Riding
- Go Karting*
- Horse Riding* (no racing/jumping/hunting)
- Hot Air Ballooning*
- Jet Boating* (as a passenger only)
- Jet Skiing*
- Karting*
- Paint Balling*
- Parascending over water*
- Pony Trekking*
- River Tubing (no white water)

- Roller Blading
- Safari (within a vehicle and without the use of guns)
- Scuba Diving up to 30 metres with a dive buddy (with appropriate PADI or BASC qualification)
- Segway*
- Sledging (by horse or reindeer as a passenger only)
- Swimming with Dolphins
- Tree Top Walking
- Water Skiing (no jumping)
- White Water Rafting up to grade 3
- Zip Lining/Wiring
- Zorbing*

The following activities are NOT Covered under this policy

- American Football
 - Animal Sanctuary/Refuge Work
 - Base Jumping
 - Big Game Hunting
 - Black Water Rafting/Canoeing/Tubing
 - BMX Freestyle/Racing/Stunt/Obstacle Riding
 - Bouldering
 - Boxing
 - Canyoning
 - Caving / Pot Holing
 - Coasteering
 - Cycle Racing
 - Flying as a passenger (except as a fare paying passenger in a licensed passenger carrying aircraft)
 - Free Diving
 - Gliding
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- Gymnastics
- Hang Gliding
- High Diving (above 3 meters)
- Kite Surfing
- Lacrosse
- Manual Work (except at ground level and not involving machinery)
- Martial Arts
- Micro Lighting
- Motor Cycling above 125cc
- Mountain Biking – downhill/mega avalanche
- Mountaineering
- Parachuting
- Paragliding
- Parapenting/Paraponting
- Parascending over land
- Polo
- Quad Biking
- Rock Climbing
- Shark Cage Diving
- Sky Diving
- Tombstoning
- Track Days using motorised vehicles
- Triathlon
- Via Ferrata
- Water Ski Jumping
- Weightlifting
- Wrestling

Winter Sports

Winter Sports (other than curling or ice skating) are excluded unless an additional premium has been paid and accepted. The following activities are covered:

- On piste skiing or on piste snowboarding
- Off-piste skiing or off piste snowboarding where accompanied by a qualified guide or instructor
- Cross country skiing on recognised routes and with a guide
- Ski racing arranged by ski schools for their pupils
- Sledging

Examples of Winter Sports activities not covered are:

- Bobsleighing
- Heli skiing
- Ice Hockey
- Lugging
- Use of Skeletons
- Ski Acrobatics
- Ski Jumping
- Snow-mobiling except as a passenger with a professional driver

Please telephone the Sainsbury's Bank Customer Helpline if you are unsure as to whether your intended activity is covered by your policy.

Important notes applying to your policy

- **Your** policy is only available to persons resident in the **UK** and registered with a GP
 - **Your** policy is only valid on **trips** commencing from and returning to the **UK** (**we** do not cover any **trip** where **you** have already left the **UK** at the time of purchasing this insurance)
 - **Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due to the death, injury or illness of **you** or a **public transport** delay
 - There are age limits which apply depending on the type of policy **you** take and the destination **you** travel to
 - Single parent family cover applies to **you** and up to 5 of **your** children aged 17 and under
 - Children aged 17 years or under are covered free of charge
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- The maximum eligible age for this policy is 65 years
- The maximum duration for any one **trip** is:
Platinum Cover - 548 days
Gold and Silver Cover - 365 days
If **you** travel for more than the number of days for which **you** have paid for cover **you** will not be covered after the last day for which **you** have paid.
- Winter Sports can be included for the trip duration provided the appropriate additional premium has been paid.

This policy allows **you** to return to the **UK** once during **your trip** without voiding the cover except under Silver Cover.

Gold Cover allows **you** to return **home** once for 14 days without voiding the cover.

Platinum cover allows **you** to return to the **UK** up to two times but not exceeding 31 days in total.

There is no cover for the cost of returning **home** and there is no cover under any section of the policy during the time **you** arrive in **your home** country and the time **you** leave the final departure point in **your home** country to resume **your** journey.

The above excludes any return **home** if it is part of a claim being made under Section 1: Medical and repatriation expenses and Section 2: Cancellation and cutting short **your trip**.

Words with special meanings

Accident(s)/Accidental

A sudden, unexpected, specific, violent, external, visible event which occurs at a single identifiable time and place.

Associated Condition

A medical condition that has a higher likelihood of occurring if **you** have a particular **pre-existing medical condition** than if **you** did not have that **pre-existing medical condition**.

If **you** do not disclose **your pre-existing medical condition(s)** **you** will not be covered for any conditions associated with **your pre-existing medical condition(s)**, which would have been advised to **you** had **you** declared these as requested.

Colleague

An associate in the same employment as **you** in the **UK**, whose absence from work necessitates **your** stay in or return to the **UK**.

Excess

The amount **you** pay when **you** make a claim. This applies to each incident for each **insured person**.

Family

You, your spouse, **your** civil partner or the person (whether or not of the same sex) with whom **you** are permanently cohabiting in a marriage-like relationship together with **your** children, step-children, adopted children, foster children and grandchildren who are aged 17 or under at the start of the **insurance period**.

Home

Your usual permanent place of residence in the **UK**.

Insurance Period

The period during which **you** have cover under **your** policy. This is shown on **your** travel insurance certificate and schedule.

Insured Person/You/Your

Any person named on **your** travel insurance certificate and schedule.

Insurer**Sections 1-6, 8-11 and 13**

Great Lakes Insurance SE.

Section 7

DAS Legal Expenses Insurance Company Ltd.

Section 12

Liberty Mutual Insurance Europe SE, provided by International Passenger Protection Limited.

Permanent Total Disability

A condition which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **your** life and as certified by a registered medical practitioner, to the reasonable satisfaction of **our** Chief Medical Officer, and which prevents **you** from engaging in any work or occupation for remuneration or profit.

Personal Baggage

Each of **your** suitcases (or containers of a similar nature) and their contents, articles **you** are wearing or carrying which are owned by any of **your** family, or for which they are legally responsible, including **valuables** and keys (excluding keys to a hire vehicle).

Personal Money

Cash, cheques, banker's drafts, electronic cash, pre-payment cards, postal and money orders, current postage stamps, phone cards, coupons or vouchers which have a monetary value.

Pre-Existing Medical Condition

Anything which at the start of the **insurance period you** would answer yes to in the medical conditions declarations

1. Within the last two years have any of **you** suffered from, been treated for or diagnosed with:
 - a. a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like?
 - b. a lung or respiratory-related condition (not including stable, well-controlled asthma when **you** have no other medical condition)?
 - c. a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack)?
 - d. any form of cancer?
 - e. a terminal condition?
 - f. a psychiatric or psychological condition?
 - g. a renal condition or diabetes?
2. In the 12 months prior to the date **your** insurance was arranged, or the date **your trip** was booked have **you** or **your** travelling companions:
 - a. been receiving or are on a hospital waiting list for in-patient treatment?
 - b. been prescribed regular medication?
 - c. required an organ transplant or dialysis?

Public Transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable.

Redundant/Redundancy

Being made unemployed under the Employment Rights Act and have been given a notice of redundancy and are receiving payment under the current redundancy payments legislation and at the time of booking the **trip** or when **you** purchase this policy whichever is later **you**, **your** travelling companion, or spouse (including a civil partner or co-habitee) had no reason to suspect that they would be made redundant.

Relative

Your family (including all **your** children, step-children, adopted children, foster children and grandchildren regardless of their age), **your** mother, father, sister, brother, niece, nephew, fiancé(e), grandparent, in-law, step-family or next of kin.

Terrorist Action

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- a. The apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- b. The apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- c. The reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Trip(s)

The period of time (as defined under trip duration) spent away from **your home** on pre-booked business or leisure travel.

Trip Duration

The trip duration shown on **your** travel insurance certificate and schedule.

UK

England, Wales, Scotland, Northern Ireland, Isle of Man and Channel Islands.

Valuables

Antiques, jewellery or articles made of or containing gold, silver or other precious metals, precious or semi-precious stones, binoculars, furs, watches, mobile phones, smart phones, laptops, tablets, digital cameras, MP3 Players, CD/DVD Players, games consoles, video cameras, camera lenses, Bluetooth headsets, satellite navigation devices, PDAs, ereaders, head/ear phones, wearable technology (such as a smart watch or a health and fitness tracker).

War and Civil Unrest

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

Winter Sports Equipment

Skis (including bindings), snow boards (including bindings), boots, ski poles, ice skates and essential clothes which **you** own or hire.

We/Us/Our

Sections 1-6, 8-11 and 13

ERGO Travel Insurance Services Ltd on behalf of the **insurer** of these sections.

Section 7

DAS Legal Expenses Insurance Company Ltd.

Section 12

International Passenger Protection Limited on behalf of the **insurer** of this section.

It is important that you also look at words with special meanings in Section 7: Legal advice and expenses, Section 11: Travel disruption cover and Section 12: Financial failure cover.

Making a claim

How to make a claim for any of the following:

For all claims follow these simple steps:

1. Check **your** travel insurance certificate and schedule to see whether **you** have the appropriate cover
2. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require. All claims evidence must be supplied at **your** own expense in its original form
3. Contact one of the following:
 - For claims relating to Sections: 1-6, 8- 11 and 13
Sainsbury's Bank Travel Insurance Claims, 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD.
phone: 01403 288 421
email: info@csal.co.uk
 - For claims relating to Section 7: Legal advice and expenses
DAS Legal Expenses Insurance Company LTD, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
phone: 0117 934 0548
 - For claims relating for Section 12: Financial failure cover
IPP Claims at Cunningham Lindsey, Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ
Phone: 0345 266 1872
email: Insolvency-claims@ipplondon.co.uk
Please quote reference SAFI V1.19 if **you** have Gold cover and ESFI V1.19 if **you** have Platinum cover.

Please remember to keep copies of all correspondence you send to us for your future reference.

Further to the claims evidence listed below, **you** may be asked to provide additional information to substantiate **your** claim.

Section 1: Medical emergency and repatriation expenses

Section 2: Cutting short your trip

To make a claim under sections 1 and 2 of **your** policy **you** or anyone on **your** behalf must contact the Medical Assistance Helpline as soon as possible, to authorise any expenses. To make a claim under this section of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and
- Copy of **your** European Health Insurance Card (EHIC), where appropriate

Section 2: Cancellation

To make a claim under this section of **your** policy **you** or anyone on **your** behalf must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
 - Tour Operator's cancellation invoice or unused flight tickets; or
 - Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation; and
 - Confirmation from a medical practitioner that **you** or **your** travelling companion are not fit to travel; or
 - Confirmation from the Clerk of the Courts office that **you** are required for Jury Service; or
 - Confirmation from **your** employer/**your** partner's employer/**your** travelling companion's employer of redundancy and period of employment or leave cancelled; or
 - Confirmation from a relevant authority that **you** have been instructed to stay at/ return **home**; or
 - A copy of a death certificate, where appropriate
-

Section 3: Personal accident

To make a claim under this section of **your** policy **you** or anyone on **your** behalf must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
- Detailed medical report from **your** consultant; or
- A copy of a death certificate, where appropriate

Section 4: Personal liability

To make a claim under this section of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
- Any claim form, summons, or other legal document as soon as **you** receive them; and
- Any reasonable information or help **we** need to deal with the case and **your** claim

Please note you must not negotiate, pay, settle, admit or deny any claim without our written agreement.

Section 5: Travel delay and missed departure

To make a claim under this section of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
- Confirmation from the carrier of the reason and duration of **your** delay; or
- Confirmation from a garage/motoring organisation that breakdown assistance was provided; or
- Confirmation of the delay to **public transport** from the company involved; or
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim

Section 6: Loss of important documents

To make a claim under this section of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
- Original police report, obtained within 24 hours of the incident or as soon as possible after that; or
- Original receipts for obtaining temporary documents

Section 7: Legal advice and expenses

To make a claim under this section of **your** policy **you** must telephone the number listed in the Important telephone numbers section.

Section 8: Hijack**Section 9: Personal baggage and delayed baggage****Section 10: Personal money****Section 13: Winter sports**

To make a claim under sections 8-10 and 13 of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**; and
- Original police report, obtained within 24 hours, or as soon as possible after that, of the incident; or
- Courier's report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately **you** are aware of an incident); and
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.); and
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate; and
- Household Contents Insurance policy details (please note this will NOT affect **your** Household Insurance premium or No Claims Discount); and
- A report from the resort manager or Tour Operator confirming piste closure, where applicable; and
- Details of the length of **your** stay in hospital, where applicable

Section 11: Travel disruption cover**Section 12: Financial failure cover**

To make a claim under sections 11 and 12 of **your** policy **you** must provide **us** with:

- Booking confirmation together with a cancellation invoice from **your** travel agent, Tour Operator or provider of transport/accommodation
-

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- In the case of claims for cutting short **your trip**, written details from **your** travel agent, Tour Operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**
 - **Your** unused travel tickets
 - Written confirmation from **your public transport** operator (or their handling agents) of the cancellation, number of hours delay or denied boarding and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered
 - Written confirmation from the company providing the accommodation (or their administrators), the local police or relevant authority that **you** could not use **your** accommodation and the reason for this
 - Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for
 - Written confirmation from the provider of transport/accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
-

Policy limits and excesses

The limits and excesses shown in the table below are on a per **insured person** basis unless otherwise indicated.

Section	Benefits	Silver		Gold		Platinum	
		maximum sum insured	excess	maximum sum insured	excess	maximum sum insured	excess
1. Medical emergency and repatriation expenses							
	Medical and other expenses	£10,000,000	£100	£12,500,000	£50	£15,000,000	£35
	Emergency dental treatment	n/a		£250	Nil	£500	Nil
	Hospital benefit			£20 for every 24 hours up to £500		£20 for every 24 hours up to £1,000	
2. Cancellation and cutting short your trip							
	Cancelling and cutting short your trip	£1,000	£100	£3,000	£50	£5,000	£35
3. Personal accident							
	Repayment of student loan	n/a		£2,000	Nil	£5,000	Nil
	Permanent total disablement			£10,000		£15,000	
	Loss of limb or sight			£10,000		£15,000	
	Death benefit (between 18 and 40 years of age)			£10,000		£15,000	
	Death benefit (17 years of age or under)			£2,500		£5,000	
4. Personal liability							
	Personal liability	£2,000,000	£100	£2,000,000	£50	£2,000,000	£35
5. Travel delay and missed departure							
	Delayed departure	£20 for each full 12 hour delay up to £100	Nil	£25 for each full 12 hour delay up to £250	Nil	£35 for each full 12 hour delay up to £350	Nil
	Abandoning your trip	£1,000	£100	£3,000	£50	£5,000	£35
	Missed departure	n/a		£250	Nil	£500	Nil

6. Loss of important documents							
	Loss of important documents	£100	Nil	£250	Nil	£250	Nil
7. Legal advice and expenses							
	Legal expenses	£25,000	Nil	£25,000	Nil	£25,000	Nil
8. Hijack							
	Hijack benefit	£25 per day up to £250	Nil	£25 per day up to £500	Nil	£50 per day up to £1,000	Nil
9. Personal baggage and delayed baggage							
	Personal belongings and baggage	£1,000	£100	£1,500	£50	£2,000	£35
	Single Item/pair/ set limit	£150		£200		£250	
	Valuables limit	£150		£200		£250	
	Delayed baggage	£50 after the first 12 hour period of delay up to £100	Nil	£100 after the first 12 hour period of delay up to £200	Nil	£150 after the first 12 hour period of delay up to £450	Nil
10. Personal money							
	Personal money	£200	£100	£300	£50	£500	£35
	Cash limit	£150		£200		£250	
	Cash limit (aged under 18)	£50		£50		£100	
11. Travel disruption cover							
	Cancellation/Cutting short your trip extension	n/a		£3,000	£50	£5,000	£35
	Substitute accommodation cover			£3,000		£5,000	
	Enforced stay - delay benefit			£150 for each 24 hours up to £1,500	Nil	£150 for each 24 hours up to £1,500	Nil
	Enforced stay - additional travel expenses			£2,000		£2,000	
	Enforced stay - prescription medication			£200		£200	

12. Financial failure cover							
	Scheduled airline failure	n/a		£2,500	Nil	£2,500	Nil
	End supplier failure			n/a		£1,500	
13. Winter sports (optional) Please call us on 0345 305 2622 to add this cover to your policy.							
	Winter sports equipment you own	£500	£100	£750	£50	£1,000	£35
	Replacement hire of winter sports equipment	£300		£350		£400	
	Single Item/pair/ set limit	£300		£350		£400	
	Hired winter sports equipment	£20 per day up to £300	Nil	£30 per day up to £300	Nil	£50 per day up to £300	Nil
	Ski pack	£20 per day up to £400		£30 per day up to £400		£50 per day up to £400	
	Piste closure	£30 per day up to £400		£30 per day up to £400		£50 per day up to £400	
	Avalanche and landslide closure	£15 per day up to £250		£20 per day up to £400		£25 per day up to £500	
	Physiotherapy in the United Kingdom	£150		£350		£500	

Section 1: Medical emergency and repatriation expenses

This section of **your** policy explains the cover **we** provide for medical emergency and repatriation expenses whilst on **your trip**. Words with special meanings can be found on pages 24-28.

This section provides insurance for emergency medical costs not covered under a reciprocal health agreement between the government of the UK and that of **your** country of loss including costs covered by the European Health Insurance Card (EHIC). It may impact **your** claim if **you** are not registered for these schemes where they are relevant. This is not Private Medical Insurance.

If **we** accept liability for a medical expense that's been reduced by the use of either a EHIC, Medicare in Australia, a reciprocal health agreement or private health insurance, **we** won't apply the deduction of a policy excess.

What IS covered:

1. Reasonable and necessary medical and hospital expenses, including the cost of the rescue service to take **you** to hospital; and
2. Returning **you** to the **UK** provided this is authorised by **us** or the Medical Assistance Helpline; and
3. Reasonable travel and room only accommodation expenses for a travelling companion or resident in the **UK** to stay with **you** and travel **home** with **you** if this is authorised by **us** or the Medical Assistance Helpline; and
4. Funeral expenses abroad or the cost of transporting **your** body or ashes to **your home**.

For travel to the United States of America reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected:

Medical and other expenses

- If **you** go into hospital or require any medical assistance; and/or
- If **you** have to return **home** early or extend **your trip**; or
- For reasonable and necessary funeral expenses abroad; or
- For transporting **your** body or ashes back to **your home**

Emergency dental treatment

- If **you** require emergency dental treatment for the immediate relief of pain

Hospital benefit

- A benefit for every complete 24 hour period **you** are in hospital or confined to **your trip** accommodation

If you are injured or become ill during your trip, our Medical Assistance Helpline:

- may move **you** from one hospital to another; and/or
- arrange for **you** to return to the **UK** at any time.

They will do this if they and the treating doctor think that it is safe for **you** to be moved or returned to the **UK**. If **you** choose not to, **our** liability will end on the date it was deemed safe for **you** to be moved or returned to the **UK**.

Please note we may instruct you to return home if our medical advisers and the medical practitioner treating you decide that you are fit to travel.

What IS NOT covered:

- The excess (unless the medical expense costs have been reduced by using a EHIC, Medicare in Australia, a reciprocal health agreement or private health insurance)
- Any costs arising from **your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the end of the **trip**
- The cost of any medication or drugs which at the start of **your trip** you know **you** will need
- The cost of any treatment or surgery (including exploratory tests) which is not directly

related to the illness or injury for which **you** went into a hospital or clinic abroad

- The cost of any treatment or surgery (including exploratory tests) which is as a result of **your** participation in a winter sports activity (unless **you** have paid the additional Winter Sports premium and this is shown on **your** travel insurance certificate and schedule)
- Any extra costs as a result of **you** arranging single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for **your** treatment and approved by the Medical Assistance Helpline in advance
- Any provision of dentures, false limbs, hearing aids, contact or corneal lenses or prescription spectacles
- Any in-patient, hospital, clinic or repatriation expenses in excess of £500 which have not been reported to and authorised by the Medical Assistance Helpline in advance
- The cost of any treatment, surgery (including exploratory tests), cosmetic or elective surgery which, in the opinion of the medical practitioner treating **you** or the Medical Assistance Helpline can reasonably be delayed until **you** return **home**
- Any taxi fare, other than those for **your** travel to and from hospital, relating to **your** admission, discharge or attendance for out-patient treatment or appointments; or for the collection of medication prescribed for **you** by the hospital forming part of this claim (NOTE: Any costs incurred by **you** to visit another person in hospital are not covered)
- Any food, drinks, toiletries or faxes
- Any phone calls or costs, other than:
 - calls to the Medical Assistance Helpline telling them about the problem and for which **you** can provide a receipt or other evidence to show the cost of the call and the number dialled; or
 - costs incurred by **you** when **you** receive calls on **your** mobile phone from **our** Medical Assistance Helpline for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls
- Any expenses that arise after **we** have instructed **you** to return **home** if **our** medical advisers and the medical practitioner treating **you** decide **you** are fit to travel

- Any expenses that arise after 12 months of treatment
- Any cost where **you** do not comply with the treatment agreed by the treating doctor and the Medical Assistance Helpline
- Any costs which are covered under a reciprocal health agreement between the government of the UK and that of **your** country of loss including costs covered by the European Health Insurance Card (EHIC)
- Any costs as a result of **you** not taking **your** prescribed medication
- Any claim for **you** motorcycling:
 - As a rider or passenger on a machine over 125cc; or
 - As a rider on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** have held a motorcycle licence for at least 3 years and are conviction free
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 2: Cancellation and cutting short your trip

This section of **your** policy explains the cover **we** provide if **you** cancel or cut short **your trip**. Words with special meaning can be found on pages 24-28.

If you fail to notify the travel agent, tour operator or provider of transport/accommodation immediately upon finding it necessary to cancel the trip, our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

If you cancel your trip due to bodily injury or illness you must provide a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented you from travelling.

Please note Cancellation cover terminates at the start of your trip.

What IS covered:

1. Unused non-refundable pre-booked travel and accommodation expenses which **you** have paid or are contracted to pay; and
2. Unused non-refundable pre-booked excursions which **you** have paid or are contracted to pay; and
3. Reasonable additional travel and accommodation expenses which **you** incur returning to the **UK** which on medical advice is necessary and unavoidable as a result of bullet point 1 below.

Please note if you are cutting short your trip payments will be calculated on a pro-rata basis taking into consideration unused accommodation and excursions.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected, for your share of the cost of your trip as a result of:

- The death, injury or illness, as certified by a medical practitioner, of **you**, **your relative** or **colleague** or travelling companion or a friend or **relative** with whom **you** had arranged to stay; or
- **Your** attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or

- **You** or **your** travelling companion is a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and authorised leave is cancelled due to an unexpected emergency or a posting overseas at the time of **your trip**; or
- **You** or **your** travelling companion are instructed to stay at **home** (within 14 days of **your** departure date) or return **home** by a relevant authority due to severe damage to **your home** or place of business in the **UK** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
- The Foreign & Commonwealth Office (FCO) declaring either of the following:
 - **Your** compulsory quarantine preventing **you** from travelling
 - **Your** destination is unsafe to visit and they advise against all or all but essential travel; or
- **Your** redundancy or that of **your** travelling companion or **your** spouse (including a civil partner or co-habitee) notified to **you** after the purchase of this policy or after the date the **trip** was booked, whichever is the later; or
- **Your** cancellation of the **trip** as a result of a travel delay under Section 5: Travel delay and missed departure where the delay is in excess of 12 hours at **your** first international departure point from the **UK**

Please note we may instruct you to return home if our medical advisers and the medical practitioner treating you decide that you are fit to travel.

What IS NOT covered:

- The excess
- Any costs arising from **your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the end of the **trip**
- Any claim as a result of **your** decision to cancel/cut short **your trip** for reasons other than those listed within this section
- Any additional expenses resulting from **you** not cancelling or cutting short **your trip** as soon as reasonably possible
- Any claim as a result of **your** failure to have the required passport, visa or other relevant travel permissions
- Any claim as a result of the failure in provision of any service connected with **your trip** including error, omission, financial failure, or default of, or by the provider of, any service, travel agent, tour operator or organiser through whom **you** booked the **trip**

- Any claim as a result of death or illness of any pet or animals with exception of guide dogs
- Any claim as a result of **your** disinclination to travel or personal or financial circumstances (other than **you** being made redundant)
- Any loss in respect of Air Passenger Duty (this can be reclaimed by **you** through **your** travel agent or airline)
- Any claim if at the time of taking out **your** policy or booking a **trip**, whichever was the later, **your relative, colleague**, travelling companion or a friend or **relative** with whom **you** had arranged to stay had a medical condition for which he or she:
 - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
 - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
 - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months
- Any claim as a result of **your** late arrival at the airport, port or station after check-in or booking-in time
- Any claim as a result of the operation of law or any unlawful or criminal proceedings of anyone on whom the **trip** depends, other than attendance as a witness at a Court of Law
- Any claim as a result of strike, industrial action, delays or disruptions if the situation exists, or is publicly declared on or before the date **your** travel insurance certificate and schedule is issued or on or before the date **you** booked **your trip**, whichever is later
- Any additional travel and accommodation expenses incurred that are not considered necessary or authorised by the Medical Assistance Helpline in advance
- Any loss of enjoyment of the **trip** however caused
- Any claim as a result of **your** participation in a winter sports activity (unless **you** have paid the additional Winter Sports premium and this is shown on **your** travel insurance certificate and schedule)

- Any unused or refundable portion of **your** original travel ticket where repatriation has been made
- Any claim as a result of **your** failure to have a pre-paid return ticket to the **UK** at the start of **your trip** unless otherwise agreed by **us** in writing
- Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements
- Any claim for promotional vouchers or reward points such as Air Miles or Avios points
- Any costs as a result of **you** not taking **your** prescribed medication
- **You** being on a hospital waiting list where the claim relates to **you** accepting an appointment that causes **you** to cancel or cut short **your trip**
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Please note you cannot claim under both this section and Section 5: Travel delay and missed departure for the same event or series of events.

Section 3: Personal accident

(this section does not apply if you have selected Silver Cover)

This section of **your** policy explains the cover **we** provide for a personal accident whilst on **your trip**. Words with special meanings can be found on pages 24-28.

What IS covered:

1. Permanent total disablement as a result of an **accident**; or
2. Permanent loss of or loss of use of one or more limbs as a result of an **accident**; or
3. Permanent and complete loss of all sight in one or both eyes as a result of an **accident**; or
4. Death as a result of an **accident**

We will pay you the amount shown in the Policy limits and excesses table for the level of cover you have selected:

Permanent total disablement

- Permanent total disablement as a result of an **accident**; or

Loss of limb or sight

- Permanent loss of or loss of use of one or more limbs as a result of an **accident**; or
- Permanent and complete loss of all sight in one or both eyes as a result of an **accident**

Death benefit

- **We** will pay **your** legal personal representative(s) the amount shown in the Policy limits and excesses table for the level of cover **you** have selected for **your** death as a result of an **accident**

Repayment of Student Loan

- for the outstanding balance on **your** student loan, which was arranged with a bank or credit union to cover **your** tuition and course fees at a further education establishment if **you** die or suffer from an injury or illness during **your** journey, which leads to **you** having to end **your** studies

Please note the maximum amount of all benefits we will pay under this section for one or more accidents sustained by you shall not exceed the amount shown in the Policy limits and excesses table for the level of cover you have selected.

What IS NOT covered:

- Any claim which does not occur within 12 months of the **accident**
- Any claim as a result of a business **trip** within the **UK** unless **you** are travelling as a fare paying passenger on **public transport**
- Any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative disease
- Any claim from **you** engaging in a hazardous activity where this policy specifically states that personal accident cover is excluded or where the sport or activity is not listed as covered or is specifically excluded, unless otherwise agreed by us
- Any claim for **you** motorcycling:
 - As a rider or passenger on a machine over 125cc; or
 - As a rider on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** have held a motorcycle licence for at least 3 years and are conviction free
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 4: Personal liability

This section of **your** policy explains the cover **we** provide for personal liability whilst on **your trip**. Words with special meanings can be found on pages 24-28.

What IS covered:

1. Injury, illness, death or disease to another person that **you** cause; and
2. Loss of or damage to another person's property that **you** cause.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

- Legal costs and expenses **you** become legally liable to pay as compensation for any incident or series of incidents; and
- **Your** costs and expenses that **we** have agreed in writing

Please note our total liability under this section for any one incident or series of incidents shall not exceed the amount shown in the Policy limits and excesses table for the level of cover you have selected.

You must send us any claim form, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.

What IS NOT covered:

- The excess
- Any claim as a result of a business **trip** within the **UK** unless **you** are travelling as a fare paying passenger on **public transport**
- Any claim from **you** engaging in a hazardous activity where this policy specifically states that personal liability cover is excluded or where the sport or activity is not listed as covered or is specifically excluded, unless otherwise agreed by us

- Any claim arising directly or indirectly for any liability for injury, illness, death or disease to another person or loss of or damage to another person's property:
 - a. Where cover is provided under any other insurance.
 - b. Which is suffered by anyone who is under a contract of service with **you** or any member of **your** family and is caused by the work **you** employ them to do.
 - c. Which is caused by any deliberate, unlawful, malicious or wilful act or omission by **you**.
 - d. Which is made against **you** by a **relative**.
 - e. Which is caused by **your** ownership, care, custody or control of any animal.
 - f. Which falls on **you** by agreement and would not have done if such agreement did not exist.
 - g. Which is caused by **your** employment, profession or business or that of any member of **your** family.
 - h. Which is subject to any criminal proceedings.
 - i. Which is due to **your** ownership, possession or use of vehicles, aircraft, watercraft (other than canoes, punts or rowing boats), firearms or explosive devices.
 - j. Which is caused by **your** ownership or occupation of land or buildings (other than occupation only of any temporary residence, with the exception of time-share).
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 5: Travel delay and missed departure

This section of **your** policy explains the cover **we** provide for travel delay or missed departure whilst on **your trip**. Words with special meanings can be found on pages 24-28.

The benefit provided under 1. below is intended to provide compensation if you are delayed at your point of departure and is only applicable if you have travelled there and checked-in. If you have not travelled to your departure point you will not be covered even if you have checked-in online.

What IS covered:

1. A delay resulting in **you** departing at least 12 hours after **your** original scheduled departure time at **your** first international departure point in the **UK**; and
2. Abandonment of **your trip** following a 12 hour delay at **your** first international departure point in the **UK**; and
3. Arriving too late (as shown on **your** ticket) to board **your** booked transport at **your** last departure point from the **UK** or **your** last departure point for **your** return to the **UK** as a result of:
 - a. **Public transport** services failing to get **you** to **your** departure point due to strike, industrial action, adverse weather conditions, mechanical failure or direct involvement in an **accident**; or
 - b. The private motor vehicle in which **you** are travelling being directly involved in an **accident** or breaking down.
 - c. A delay involving the vehicle in which **you** are travelling in because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

Delayed departure

- A benefit for the first complete 12 hours of **your** delay, then
- A benefit for every complete 12 hour delay after that; or

Abandoning your trip

- Refund **your** share of the cost of **your trip** as a result of point 2 above (under Section 2: Cancellation and cutting short **your trip**; or

Missed departure

- **Your** reasonable and necessary extra travel and accommodation expenses (room only) to allow **you** to get to **your trip** destination or to return **home** as a result of **your** missed departure due to one of the reasons set out in point 3 above

If you are a resident of Northern Ireland, cover under this section is extended to include international departures from ports/airports within the Republic of Ireland.

What IS NOT covered:

- Any **trips** within the **UK** (except for **trips** to the Channel Islands)
- Any claim unless **you** have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time
- Any additional expenses incurred as a result of a delay to **your** original scheduled departure time
- Any claim where the carrier or their handling agents provide alternative transport which departs within 12 hours of the original scheduled departure time
- Any claim as a result of the airline over booking **your** flight
- Any claim as a result of strike or industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on or before the date **your** travel insurance certificate and schedule is issued or on or before the date **you** booked **your trip**, whichever is later
- Any claim as a result of **your** failure to check-in at **your** departure point by the time shown on **your** travel itinerary except in those circumstances outlined in point 3
- Any claim as a result of heavy traffic or road closures where **you** have not obtained confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press
- Any claim as a result of **your** failure to allow sufficient time for the **public**

transport to arrive on schedule and deliver **you** to **your** departure point

- Any claim as a result of **your** private motor vehicle in which **you** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 6: Loss of important documents

This section of **your** policy explains the cover **we** provide for lost or stolen important documents whilst on **your trip**. Words with special meanings can be found on pages 24-28.

What IS covered:

1. Loss or theft of **your** passport; and
2. Loss or theft of **your** driving licence; and
3. Loss or theft of **your** travel documents

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

- A temporary replacement passport whilst on **your trip**; and
- A replacement passport when **you** are back in the **UK**; and
- The replacement or restoration of **your** driving licence and travel documents listed above; and
- **Your** reasonable travel and accommodation expenses in obtaining replacement documents whilst on **your trip**

What IS NOT covered:

- The excess
- Any claim for the loss or theft of items that are not kept on **your** person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in **your trip** accommodation
- Any claim for items packed in suitcases or other similar **personal baggage** or in containers, which are out of sight and out of personal control where **you** are not in a position to prevent unauthorised interference with **your** property
- Any claim for the loss of **your** passport not reported to the Police and the Consular Representative of the relevant issuing country within 24 hours of discovery or as soon as possible after that and a written report is not obtained from them
- Any claim for the loss of **your** driving licence or travel documents not reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is not obtained from them

- Any claim for loss or damage arising from confiscation or detention by Customs or other officials
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 7: Legal advice and expenses

Important - cover under this Section is underwritten and administered 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.

DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

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, 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 Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 5417859, Website: www.daslaw.co.uk

DAS agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **insurance period**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
4. the insured incident happens within the **countries covered**.

What DAS will pay

DAS will pay an **appointed representative**, on the **insured person's** behalf, **costs and expenses** incurred following an insured incident, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time

- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the statutory time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**:

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **DAS** will appoint to act on behalf of the **insured person**.

Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**
- b. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **DAS'** agreement.

Countries covered

Worldwide.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

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

Insured person

Any person named on the travel insurance certificate and schedule.

Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

The prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS'** behalf, will assess whether there are **reasonable prospects**.

What is covered

Costs and expenses to pursue **your** legal rights following a specific or sudden accident that causes death or **bodily injury** to the **insured person**.

What is not covered

DAS will not pay for the following:

1. Any illness or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **bodily injury** to an **insured person**.
3. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Any claim relating to clinical negligence.

Section exclusions (also see General Exclusions on pages 82-85)

1. A claim where an **insured person** has failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **Costs and expenses** incurred before **DAS'** written acceptance of a claim.
4. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
5. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
6. A dispute with **DAS** not otherwise dealt with under section condition 7.
7. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
9. A claim against ERGO Travel Insurance Services Ltd, Great Lakes Insurance SE or their respective agents.
10. Any claim where the **insured person** is not represented by a law firm or barrister.

Section Conditions

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** which is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
- b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to give.
3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
4. a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses**

and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses DAS** has paid.
7. If there is a disagreement between the **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **DAS** or may be paid by either **insured person** or **DAS**.
8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
9. An **insured person** must:
 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **DAS** asks for, in writing, and

- e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
- 10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
 - a. a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b. a false declaration or statement is made in support of a claim.
- 11. Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
- 12. If any claim covered under this section is also covered by another Policy, or would have been covered if this section did not exist, **DAS** will only pay **DAS'** share of the claim even if the other insurer refuses the claim.
- 13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

DAS will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, Isle of Man, the Channel Islands, Switzerland and Norway.

An **insured person** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **insured person** back depending on the **insured person's** enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **insured person** calls outside these times, a message will be taken on a return call arranged within the operating hours.

To help check and improve service standards, **DAS** may record all calls.

To contact the above service, phone DAS on +44 (0) 117 934 0548. When phoning, please quote the policy number.

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

Data Protection

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

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

Who DAS 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 personal data by **DAS** and members of the DAS UK Group are covered by **DAS** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How DAS Will Use Your Information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **DAS** may have to send the personal 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 in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

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

DAS will not disclose the personal data to any other person or organisation unless **DAS** are required to by their legal and regulatory obligations. For example, **DAS** may use and share the personal 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 **DAS'** website.

What Is **DAS'** Legal Basis For Processing Your Information?

It is necessary for **DAS** to use the personal information to perform **DAS'** obligations in accordance with any contract that **DAS** may have with the person taking out this policy. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this policy.

How Long Will Your Information Be Held For?

DAS will retain personal data for 7 years. **DAS** will only retain and use the personal data thereafter as necessary to comply with **DAS'** legal obligations, resolve disputes, and enforce **DAS** agreements. If **you** no longer want **DAS** to use the personal data, please contact **DAS** at dataprotection@das.co.uk

What Are Your Rights?

The following rights are available in relation to the handling of personal data:

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

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

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

Section 8: Hijack

This section of **your** policy explains the cover **we** provide if **you** are hijacked during **your trip**. Words with special meanings can be found on pages 24-28.

What IS covered:

1. If **you** are hijacked during **your trip**

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected:

- A benefit for each 24 hour period **you** are hijacked

What IS NOT covered:

- Compensation for a hijack unless **you** get a letter from the airline, railway company, shipping line or other transport provider confirming the hijack and the dates
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 9: Personal baggage and delayed baggage

This section of **your** policy explains the cover **we** provide for **your personal baggage** and delayed baggage whilst on **your trip**. Words with special meanings can be found on pages 24-28.

What IS covered:

Personal baggage

1. Loss or theft of or damage to **your personal baggage**.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:

- Replace, reinstate or repair **your personal baggage**

Claims will be subject to a suitable deduction for wear and tear and depreciation or we may at our option replace, reinstate or repair the lost, stolen or damaged personal baggage. Please note we may not pay your claim if you are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). You must retain all damaged items for inspection, if required.

Delayed baggage

2. **Your personal baggage** being mislaid on **your** outward journey for more than 12 hours from the time **you** arrive at **your trip** destination.

We will pay you up to the amount shown in the Policy limits and excesses table under Delayed Baggage for the level of cover you have selected to:

- Purchase essential toiletries, medication and clothing (in the event of point 2 above)

You must keep all receipts for essential purchases made and any amount paid will be deducted from the final claim settlement under this section if the items are permanently lost.

What IS NOT covered:

- The excess
- Any claim over the single item limit for one article, pair or set of articles which are complementary or used or worn together as shown in the Policy limits and excesses table for the level of cover **you** have selected
- Any claim over the **valuables** limit as shown in the Policy limits and excesses table for the level of cover **you** have selected
- Any loss or theft of **your personal baggage** that **you** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **you** do not get a written report from them
- Any loss or theft of or damage to **your personal baggage** whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR)
- Any **winter sports equipment** (this is covered under the Winter Sports section, if the appropriate additional premium has been paid)
- Any loss or theft of or damage to fragile articles, bicycles or business goods or samples
- Any loss or theft of or damage to sports equipment whilst in use
- Any loss of or damage to **your personal baggage** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moth, vermin, atmospheric or climatic conditions
- Any loss or theft of **your personal baggage** left out of sight and out of personal control in public places where **you** are not in a position to prevent unauthorised interference with **your** property e.g. station, airport, restaurant, beach, etc.
- Any loss or theft of or damage to **your valuables** unless they are at all times attended by **you**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle
- Any loss or theft of **your personal baggage** or **valuables** from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is obtained from them

- Any loss of or damage to **your valuables** (other than wedding rings) when worn by **you** in the water while swimming
- Any loss or theft of **your personal baggage** left in the custody of a person who does not have official responsibility for the safekeeping of the property
- Any delayed baggage claim without a proof of purchase
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 10: Personal money

This section of **your** policy explains the cover **we** provide for **your personal money** whilst on **your trip**. Words with special meanings can be found on pages 24-28.

What IS covered:

1. Loss or theft of **your personal money**

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:

- Reimburse **your personal money**

We agree to provide the cover in this section as long as:

- **You** have taken reasonable care in protecting **your personal money** and documents against loss, theft or damage; and
- **You** have notified the Police within 24 hours of discovery or as soon as possible after that and obtained a written report from them and enclose this with **your** claim form

What IS NOT covered:

- The excess
- Any claim over the Cash limit shown in the Policy limits and excesses table for the level of cover **you** have selected for cash
- Any loss or theft of **your personal money** that is not on **your** person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in **your trip** accommodation
- Any **personal money** packed in a suitcase or other similar **personal baggage** or in containers which are out of sight and out of personal control where **you** are not in a position to prevent unauthorised interference with **your** property
- Any loss or damage arising from confiscation or detention by Customs or other officials
- Any depreciation in value, currency changes or shortage caused by any error or omission
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 11: Travel disruption cover

(this section does not apply if you have selected Silver Cover)

This section provides cover for costs not forming part of a package holiday.

Special conditions applying to this section:

1. **You** may only claim under either part A or B of this section for the same event but not both
2. **You** may only claim the delay benefit provided by either Section 5: Travel Delay and missed departure or part C. Enforced stay of this section, for the same event but not both
3. If the same costs and charges are also covered under any other section of this policy **you** can only claim for these under one section for the same event.

Special definition applying to this section:

Package

The pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- a. transport
- b. accommodation
- c. other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package.

As more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

A. Cancellation and cutting short your trip is extended to include the the following cover:

What IS covered:

- a. if **you** were not able to travel and use **your** booked accommodation; or
- b. if the **trip** was cut short before completion as a result of
 - i) the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or similar body issuing a directive:
 - 1. prohibiting all travel or all but essential travel to; or
 - 2. recommending evacuation from the country or specific area or event to which **you** were travelling providing such directive came into force after **you** purchased this insurance or booked the **trip** (whichever is the later), or in the case of cutting short **your trip** after **you** had left the **UK** to commence the **trip**; or
 - ii) fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption or storm making **your** accommodation uninhabitable; or
 - iii) an outbreak of food poisoning or an infectious disease at **your** accommodation resulting in its closure during **your trip**; or
 - iv) strike leading to the cancellation of **your** international transport from the **UK**; or
 - v) the Channel Tunnel being closed for 24 hours from the date and time of **your** scheduled departure as shown on **your** ticket/itinerary; or
 - vi) an airport or port **you** were due to travel from or through being closed for 24 hours from the date and time of **your** scheduled departure as shown on **your** ticket/itinerary; or
 - vii) air space being closed for 24 hours from the date and time of **your** scheduled departure, as shown on **your** ticket/itinerary.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

- Any irrecoverable unused travel and accommodation costs (including unused kennel or cattery fees) and other prepaid charges including airport parking, car hire and excursions which **you** have paid or are contracted to pay together with any reasonable additional travel expenses incurred.

What IS NOT covered:

- The excess
- Any costs incurred by **you** which are recoverable from the transport operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance
- Any costs incurred by **you** which are recoverable from the company providing the accommodation or for which **you** receive or are expected to receive compensation or reimbursement
- Any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements
- Any costs which **you** would have expected to pay during **your trip**
- Any claims arising directly or indirectly from circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the **trip**
- Claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by **you**
- Scheduled flights not booked in the **UK**
- Scheduled flights not booked through a bonded travel agent or direct with a scheduled airline
- Costs which **you** can recover from elsewhere. For example, payments recoverable from **your** credit or debit card issuer
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

B. Substitute accommodation cover**What IS covered:**

If **you** need to move to alternative accommodation on arrival or at any other time during the **trip** because **you** cannot use **your** booked accommodation as a result of the following events:

1. fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption or storm making **your** accommodation uninhabitable.

2. an outbreak of food poisoning or an infectious disease.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

- Reasonable additional accommodation and transport costs incurred, up to the standard of **your** original booking

Special conditions

1. **You** must obtain written confirmation from the company providing the service or the local Police that **you** could not use **your** accommodation and the reason for this.

What IS NOT covered:

- The excess
- Any costs incurred by **you** which are recoverable from the transport operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance
- Any costs incurred by **you** which are recoverable from the company providing the accommodation or for which **you** receive or are expected to receive compensation or reimbursement
- Any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements
- Any costs which **you** would have expected to pay during **your trip**
- Any claims arising directly or indirectly from circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the **trip**
- Claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by **you**
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

C. Enforced stay

What IS covered:

If **you** are unable to return **home** to the **UK** on **your** scheduled return date due to:

1. the airspace being closed; or
2. the airport or port that **you** are scheduled to travel from or through is closed (and **you** purchased **your** ticket before it was announced the airport/port was closed); or
3. the Channel Tunnel is closed (and **you** purchased **your** ticket before it was announced the tunnel was closed).

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

Delay benefit

- A benefit for every complete 24 hour period that **you** are unable to return **home**; or

Additional travel expenses

- Any necessary and reasonable additional travel expenses where after a period of 24 hours or more, **you** unavoidably have to make immediate alternative arrangements to return **home** and **your** travel provider cannot provide alternative travel arrangements

Prescription medication

- Emergency replenishment of prescription medication that **you** require to prevent a deterioration or exacerbation of a **pre-existing medical condition**, in the event that **your** existing supplies run out after the date that **you** were scheduled to return **home**

What IS NOT covered:

- In respect to "Additional travel expenses" cover only, the refunded amount of any unused return travel costs recoverable from **your** originally booked travel provider or any other source
- The cost of prescription medication where **you** have not declared a **pre-existing medical condition(s)** or declined to accept the terms of **our** medical pre-screening which apply to **your pre-existing medical condition(s)**

- The cost of prescription medicine where **you** have not taken sufficient supplies with **you** to last the period of **your trip**
- Any claim arising from denied boarding due to **you** holding a standby or concessionary fare ticket that allows the transport provider or their handling agent to withdraw **your** rights to a seat without penalty
- Any claims arising directly or indirectly from circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the later) which could reasonably have been expected to lead to an enforced stay abroad
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Section 12: Financial failure cover

Special definitions applying to this section:

End supplier

The company that owns and operates the following services: scheduled airline, hotel, train operator including Eurostar, car ferries, villas abroad and cottages in the **UK**, coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris, excursions, Eurotunnel, theme parks or attractions.

Financial failure

The scheduled airline or **end supplier** becoming insolvent or having an administrator appointed and being unable to provide agreed services.

What IS covered:

Scheduled airline failure

The insurer will pay up to the amount shown in the Policy limits and excesses table for the level of cover **you** have selected for each traveller on the travel insurance certificate and schedule named on the invoice and on the airline ticket for:

1. **Financial failure** prior to departure
 - irrecoverable sums paid prior to the **financial failure** of the scheduled airline **you** are booked with, not forming part of an inclusive holiday prior to departure; or
2. **Financial failure** after departure

In the event of **financial failure** of the scheduled airline after **your** departure:

 - additional costs incurred by **you** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
 - if curtailment of the **trip** is unavoidable - the cost of return flights to the UK, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

End supplier failure

The insurer will pay up to the amount shown in the Policy limits and excesses table for the level of cover **you** have selected or each traveller on the travel insurance certificate and schedule named on the invoice for:

1. **Financial failure** prior to departure
Irrecoverable sums paid prior to **financial failure** of the **end supplier** of the travel arrangement not forming part of an inclusive holiday prior to departure; or
2. **Financial failure** after departure
In the event of **financial failure** of the **end supplier** after departure:
 - additional pro rata costs incurred by **you** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
 - if curtailment of the **trip** is unavoidable - the cost of return transportation to the UK, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

What IS NOT covered:

- Scheduled flights, travel or accommodation not booked within the UK, Channel Islands, Isle of Man or Ireland prior to departure
- Any costs resulting from the **financial failure** of:
 - Any scheduled airline or **end supplier** which is, or which any prospect of **financial failure** is known by **you** or widely known publicly at the date **you** bought this policy
 - Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing policy, policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means
- The **financial failure** of any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked a scheduled flight, travel or accommodation
- Any losses which are not directly associated with the incident that caused **you** to claim. For example, loss due to being unable to reach a pre-booked hotel, villa, car hire or cruise following the **financial failure** of an airline

Section 13: Winter sports

This section only applies if you have chosen to include this cover and this is shown on your travel insurance certificate and schedule. If you are participating in a winter sports trip you must take out this section of cover in order to claim against any section of your policy.

This section of **your** policy explains the cover **we** provide for winter sports whilst on **your trip**. Words with special meanings can be found on pages 24-28.

Cover is provided under this section whilst **you** are on a **trip** which includes skiing, snowboarding, or participating in any snow or ice activities including off-piste skiing (provided **you** are accompanied by a qualified ski instructor who holds the appropriate liability insurance and that there are no avalanche warnings current).

What IS covered:

Winter sports equipment you own

1. Loss or theft of or damage to **your winter sports equipment**

Replacement hire of winter sports equipment

2. **Your** hire of **winter sports equipment** if required as a result of point 1

Hired winter sports equipment

3. **Your** hire of **winter sports equipment** if required as a result of the misdirection or delay on **your** outward journey of **your winter sports equipment** for more than 12 hours

Ski pack

4. Reimbursement of any unused ski pack, ski hire or tuition fees as a result of **your accident** or sickness
5. Loss or theft of **your** ski pass

Piste closure

6. Piste closure, if **you** are unable to ski for a continuous period in excess of 12 hours as a result of:
 - Lack of snowfall
 - Excessive snowfall
 - Bad weather

Avalanche or landslide closure

7. Extra transport and accommodation costs **you** need to pay to get **you** to **your trip** destination or back **home** because of an avalanche or landslide in **your** resort

Physiotherapy in the United Kingdom

8. Medically necessary physiotherapy when **you** return to the **UK** following **accidental** injury whilst engaging in a winter sports activity covered by this policy during **your trip**

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:

- Replace, reinstate or repair **your winter sports equipment**

Claims will be subject to a suitable deduction for wear and tear and depreciation or **we** may at **our** option replace, reinstate or repair the lost, stolen or damaged **winter sports equipment**. Please note **we** may not pay **your** claim if **you** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

- **Your** hire of **winter sports equipment** in relation to points 2 and 3
- Reimburse **you** the proportionate value of any unused ski pack in relation to points 4 and 5
- As a benefit in relation to point 6; or
- Towards transportation costs to travel to an alternative site in relation to point 6
- Towards the extra transport and accommodation costs to get **you** to **your trip** destination or back **home** in relation to point 7
- Physiotherapy costs when **you** return to the **UK** in relation to point 8

What IS NOT covered:

- The excess for claims under point 1
- Any claim as a result of participation in off-piste skiing whereby **you** are not accompanied by a qualified ski instructor who holds the appropriate liability insurance

- Any claim as a result of participation in winter sports activities when avalanche warnings are current
- Any claim as a result of participation in winter sports activities undertaken in the **UK** and in Europe outside the period from 15th December to 15th April in relation to point 6
- Any loss or theft of or damage to **your winter sports equipment** whilst in use
- Any loss of or damage to **your winter sports equipment** arising from confiscation or detention by Customs or other officials
- Any loss of or damage to **your winter sports equipment** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moth, vermin, atmospheric or climatic conditions
- Any loss or theft of or damage or delay to **your winter sports equipment** whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR)
- Any loss or theft of **your winter sports equipment** or ski pass that **you** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **you** do not get a written report from them
- Any loss or theft of **your winter sports equipment** or ski pass left out of sight and out of personal control in public places where **you** are not in a position to prevent unauthorised interference with **your** property e.g. station, airport, restaurant etc
- Any loss or theft of **your winter sports equipment** or ski pass from an unattended vehicle unless between the hours of 09:00 and 21:00 whereby **your winter sports equipment** was secured within a purpose built and locked container fastened to the exterior of the vehicle and following physical evidence of forcible entry and reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is obtained from them
- Any loss or theft of **your winter sports equipment** or ski pass left in the custody of a person who does not have official responsibility for the safekeeping of the property

- Any claim that is not confirmed as medically necessary by the Medical Assistance Helpline and where a medical certificate has not been obtained from the attending medical practitioner confirming that **you** are unable to ski and unable to use the ski pack facilities
- Any claim as a result of piste closure which is not substantiated by a report from the resort management or **your** tour operator
- Any claim as a result of piste closure which was known to **you** on or before the date **your** travel insurance certificate and schedule is issued or on or before the date **you** booked **your trip**, whichever is earlier
- Under "Physiotherapy in the United Kingdom" anything under the "What IS NOT covered" in Section 1: Medical emergency and repatriation expenses
- **Anything specifically excluded under the General exclusions applying to your policy on pages 82-85**

Exclusions and Conditions

General conditions applying to your policy

1. **We** promise to act in good faith in all **our** dealings with **you**.
2. **We** may not pay **your** claim if **you** do not:
 - Take all possible care to safeguard against **accident**, injury, loss, damage or theft; and
 - Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible; and
 - Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
 - Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **your** household insurance)
3. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
4. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
5. **You** must start each **trip** from **your home** or place of business in the **UK** and return to **your home** or place of business in the **UK** at the end of each **trip**, within the permitted trip duration, unless otherwise agreed by **us**.
6. **You** agree that **we** can:
 - Make **your** policy void where any claim is found to be fraudulent; and
 - Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply on a claim, together with information **you** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants; and
 - Take over and act in **your** name in the defence or settlement of any claim made under **your** policy; and

- Take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy; and
 - Obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **your** prior approval
7. **We** will not pay **you** more than the amounts shown in the Policy limits and excesses table.
 8. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
 9. **We** shall not be liable to pay damages to **you** for the late payment of a claim under this insurance contract, unless **we** fail deliberately or recklessly to pay the claim within a reasonable time.
 10. It is a condition of this policy that when booking **your trip** or purchasing this policy whichever is later that **you** and **your** travelling companion(s) are fit to travel and participate in any activities and excursions that **you** have planned during **your trip**.

General exclusions applying to your policy

Your policy does not cover **you** for any claim directly or indirectly resulting from any of the following:

1. Any **pre-existing medical condition** that exists at the time **your** policy starts or at the time of booking **your trip** (unless declared to and accepted in writing by us) or any **associated condition**.
 2. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
 3. **You** travelling against the advice of a medical practitioner or for the purpose of having medical treatment on the **trip**.
 4. **You** or **your** travelling companion having received a terminal prognosis, unless in respect of Section 2: Cancellation and cutting short **your trip** the terminal prognosis was received after the date of booking the **trip**.
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5. War or warlike operations whether war is declared or not, **terrorist action** (except under Section 3: Personal accident), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege, or if **you** have deliberately put **yourself** in danger.

Exclusion 5 does not apply for claims made under Section 1: Medical emergency and repatriation expenses.

6.
 - a) The act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **war and civil unrest** or **terrorist action**.
 - b) The act of any person voluntarily entering an area known at the time to be subject to **war and civil unrest**.
7. Any travel undertaken to an area where the Foreign and Commonwealth Office (FCO) advise against all or all but essential travel or where it is deemed unsafe for **you** to travel. If **you** are unsure please check gov.uk/travelaware
8.
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear machinery or parts.
 - b) The use of atomic, biological or chemical weapons or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.
9. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
11. Engaging in hazardous activities which are not accepted in writing by us
12. Wilfully self-inflicted injury or illness or solvent abuse.
13. **You** being under the influence of drugs (except those prescribed by **your**

registered medical practitioner, but not when prescribed for the treatment of drug addiction).

14. **You** suicide or attempted suicide or putting **yourself** at risk unless **you** are attempting to save a human life.
 15. Any dishonest, malicious or criminal act committed by **you** or any person with whom **you** are in collusion, or insurance arranged in circumstances where a claim might reasonably be anticipated.
 16. **You** electing to travel on a **trip** which exceeds **your** permitted trip duration.
 17. Claims, other than under Section 1: Medical emergency and repatriation expenses and Section 3: Personal accident, for any actual or anticipated failure of any computer or electronic device, or component or system or embedded programming or software (whether or not belonging to **you** or in **your** possession).
 18. **Your** participation in winter sports unless the appropriate additional premium has been paid and is shown on **your** travel insurance certificate and schedule.
 19. Any losses that are not directly associated with the incident that caused **you** to claim for example, loss of earnings due to being unable to return to work following injury or illness happening while on a **trip** or the cost of replacing locks in the event that keys are lost while on a **trip**.
 20. Any amount recoverable from any other source.
 21. Any **trip** where **you** have already left the **UK** at the time of purchasing this insurance.
 22. Claims where there is another insurance policy covering the same risk.
 23. **Your** own unlawful action or any criminal proceedings against **you**.
 24. Any form of alcohol abuse including alcohol withdrawal or **you** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **your** faculties and/or judgement resulting in a claim. **We** do not expect **you** to avoid alcohol on **your trip** but **we** will not cover any claim arising because **you** have drunk so much alcohol that **your** judgement is seriously affected and **you** need to make a claim as a result.
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25. Any claim arising from the unauthorised use of a swimming pool outside the specified times of opening.
 26. Any claim arising from **you** climbing on top of, or jumping from a vehicle; or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from stairs) regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
 27. Any claim where **you** are not wearing a helmet whilst on a motorcycle.
 28. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
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Data protection notice

We use **your** personal data for the purposes of providing **you** with insurance, handling claims and any other related purposes. **We** also use **your** personal data to offer renewal of **your** policy and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations. **We** collect and process **your** personal data in line with all relevant Data Protection legislation. Under such legislation, the Data Controller for the arrangement of this policy is Sainsbury's Bank and the Data Controller of the policy itself and claims relative to it, are the **insurers** or their administrators.

We will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information with other companies within the Sainsbury's Group (as detailed in **our** [Privacy Policy](#), which **we** may amend from time to time). Please see **our** [Privacy Policy](#) (found on **our** website at <https://www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy>) for more details about how **we** and Sainsbury's Group will use **your** information.

We may be required to transfer **your** personal data outside the European Economic Area ("EEA") in order to provide **you** with the services detailed in **your** policy. Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with all relevant Data Protection legislation.

Further Information

Any requests relating to **your** Personal Data Rights should be directed to: Sainsbury's Bank, PO Box 4955, Worthing, BN11 9ZA. Alternatively, please call 08085 405060 or email privacy.bank@sainsburysbank.co.uk

Those in relation to data held by ERGO Travel Insurance Services Ltd should be directed to: ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, West Sussex, RH12 1TL, United Kingdom
email: Dataprotectionofficer@ergo-travel.co.uk

Those in relation to data held by DAS should be directed to: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
phone: 0117 934 0548

Those in relation to data held by IPP should be directed to: IPP, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR phone: 020 8776 3750
email: info@ipplondon.co.uk

Complaints procedure

You have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expected or **you** are concerned with the service provided, **we** would like the opportunity to put things right. If **you** feel **we** have fallen short of **our** standards, please contact the Customer Relations Team.

Our staff will attempt to resolve **your** complaint immediately. If this is not possible, **we** promise to acknowledge **your** complaint within 5 business days of its receipt. In the unlikely event that **your** complaint has not been resolved within 4 weeks of its receipt, **we'll** write and let **you** know the reasons why and what further action **we'll** take.

If **we** cannot resolve **your** complaint, **we'll** issue a final response letter. Upon its receipt, **you** may refer **your** complaint to the Financial Ombudsman Service which, once contacted, will liaise with **us** on **your** behalf. The ombudsman will then inform **you** directly of its decision.

For complaints about claims, please contact the **insurer** handling **your** claim.

You will find details of **your** insurer on **your** Policy Schedule.

- **For complaints relating to claims under Sections: 1-6, 8- 11 and 13**

In the first instance, please contact:

Sainsbury's Bank Travel Insurance Claims, 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD.

phone: 01403 288 421 email: info@csal.co.uk

- **For complaints relating to claims under Section 7: Legal advice and expenses**

In the first instance please contact:

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

phone: 0344 893 9013 email: customerrelations@das.co.uk

- **For complaints relating to claims under Section 12: Financial failure cover**

In the first instance, please contact:

The Customer Services Manager,
IPP Claims Office, IPP House,
22-26 Station Road, West Wickham,
Kent BR4 0PR

phone: 020 8776 3750 email: info@ipplondon.co.uk

- **For all other complaints, including complaints about the sale of any section of this policy**

In the first instance, please contact:

Sainsbury's Bank Travel Insurance Complaints Team,

1st Floor Maitland House,

Warrior Square,

Southend-on-Sea,

Essex SS1 2JY

phone: 0345 305 2624

email: travelcomplaints@insurance-sainsburysbank.co.uk

What to do if you are still not satisfied.

If **you** are still not satisfied then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within six months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in the final response.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Telephone 0800 0 234 567, free for people phoning from a "fixed line" (for example, a landline at home)

or

0300 123 9 123, free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

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

Website: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

Alternatively - online sales only

Although contacting **us** directly is the quickest way to complain, the European Commission has set up an online platform where consumers in all EU countries can register a complaint. This can only be used for complaints about purchases made online.

The Online Dispute Resolution service (ODR) directs **your** enquiry to **our** Customer Relations Team who will handle it in the usual way. It will also let **you** know that the Financial Ombudsman Service (FOS) is the United Kingdom's dispute resolution body for insurance.

Please note that this new EU service facilitates contact only. It doesn't provide any other complaints service. **You** can find this platform at: <http://ec.europa.eu/odr>
Please quote **our** e-mail address: travelcomplaints@insurancesainsburysbank.co.uk

Important telephone numbers

Customer Helpline for amendments or general information

0345 305 2622

Medical Assistance Helpline

+44 (0)1403 288 125

If in the USA, Canada or Mexico, please call + 1 833 780 0412

Customer Helpline for claims

Sections 1-6, 8- 11 and 13

01403 288 421

Section 7 – Legal advice and expenses

0117 934 0548

Section 12 - Financial failure cover

0345 266 1872

Special requirements

We are committed to meeting the needs of all **our** customers. If **you** have a hearing or speech impairment, please dial 18001 followed by the number that **you're** calling (lines open 8am - 7pm Monday - Friday, 9am-5pm Saturday, closed Sundays including Bank Holidays). For visually impaired **we** can provide documents in large print, braille or on audio cassette. Please call **us** on 0345 305 2622.

Calls to 03 numbers cost no more than calls to geographic numbers (01 or 02) from both landlines and mobiles. Call charges may vary. Calls may be monitored and recorded.

Sainsbury's Bank Travel Insurance is sold and administered by Hood Travel Limited, registered at Companies House 08318836. Hood Travel is authorised and regulated by the Financial Conduct Authority under registration number 597211. Its registered address is at 1st Floor Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2JY.

You can check this information on the Financial Services Register by visiting the website <https://register.fca.org.uk/>