

Air New Zealand

Travel Insurance Policy Wording

Effective: 31 March 2020

Important Information:

- This policy provides cover for travellers aged 59 years or less
- This policy is only available for residents of the United Kingdom
- This policy does not provide cover for Winter Sports activities
- Existing Medical Conditions are not covered on this policy. Please refer to the section Existing Medical Conditions for more information.

Contact Us

If You have questions regarding this policy or if You wish to discuss alternative cover options if this policy is not suitable please contact Air New Zealand on 0800 028 4149 or Cover-More on 01245 272 372.

Data Protection - information uses

In taking out this insurance You understand and give explicit consent that the sensitive health and other information You provide about yourself and others in Your party will be used by ERGO Travel Insurance Services Ltd., its associated companies, other insurers, regulators, industry bodies and agencies to process Your insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries, including those with limited or no data protection laws. We have, however, taken steps to ensure that Your information is held securely.

For further information on our Fair Processing Notice please refer to <https://www.covermore.co.uk/fair-processing-notice> or contact us on 01245 272408.

The Benefits

1	Medical and dental expenses	£5,000,000
2	Additional expenses	£5,000,000
	– Missed connection	£500
	– Missed departure	£500
	– Travel disruption (includes Catastrophe cover)	£500
3	Amendment or cancellation costs	£3,000
	Abandonment	£3,000
4	Luggage and travel documents	£1,000
	Valuables limit in total	£200
	Single article pair of set limit	£100
5	Delayed luggage allowance	£75
6	Money	£250
7	Travel delay	£300
8	Hospital incidentals	£500
9	Hijacking	£500
10	Loss of income	£2,500
11	Personal accident	£10,000
12	Accidental death	£2,000
	– Student loan repayment	£2,000
13	Legal expenses	£25,000
14	Personal liability	£1,000,000
	Excess	£75

Please read the Policy wording carefully to understand what this policy covers.

Cooling off period

If You are not completely satisfied with the policy for any reason and wish to cancel, You may do so within 14 days of purchasing the policy and will be given a full refund by the issuing agent as long as You:

- are not making a claim under the policy;
- are not cancelling after the commencement of the Journey; and
- cancel the policy within 14 days of receiving Your policy documents.

Policy information

Data protection notice

Consent

We will only use Your personal data when the law allows Us to. Most commonly We will use Your personal data under the following two circumstances:

1. When You gave explicit Consent for Your personal data, and that of others insured under Your Policy, to be collected and processed by Us in accordance with this Data Protection Notice.
2. Where We need to perform the contract which We are about to enter into or have entered into with You.

How we use Your Personal Data

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

We collect and process Your personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processor is Cover-More Insurance Services Limited.

Special Categories of Personal Data

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

Sharing Your Personal Data

We will keep any information You have provided to Us confidential. However, You agree that We may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on Our behalf in administering Your policy, handling claims and in providing other services under Your policy. Please see Our Privacy Policy for more details about how We will use Your information.

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

We may transfer Your personal data outside of the European Economic Area ("EEA"). Where We transfer Your personal data outside of the EEA, We will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your Rights

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

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

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

Further Information

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

Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road,

Horsham, West Sussex, RH12 1TL, United Kingdom

Phone: 01403 788510

Email: dataprotectionofficer@ergo-travel.co.uk

Adventurous activities

This policy may cover You when You are engaging in sports and activities on a non-Professional, incidental basis only and provided the engagement in such sports and activities is not the sole purpose of Your Journey.

Please check the lists below to make sure that any activities You plan to take part in are covered.

Activities available on this policy

- Activity centre holidays
- Archaeological digging
- Archery
- Assault course
- Athletics (amateur)
- Badminton
- Bamboo boat rafting
- Banana boating
- Bar work
- Baseball
- Basketball
- Battle re-enactment
- Beach games
- Blow karting
- BMX cycling
- Bob sleighing
- Boogie/body boarding
- Boulderling
- Boxing training (no contact)
- Bridge walking (supervised by a fully-trained guide)
- Bungee jumping (up to 3 jumps)
- Camel or elephant riding or trekking
- Canoeing
- Canopy walking or tree-top walking
- Clay pigeon shooting
- Conservation or charity work (non manual)
- Cricket
- Cycle touring
- Cycling
- Deep sea fishing
- Dinghy sailing
- Dragon boating
- Elephant trekking
- Falconry
- Fell walking, hiking/trekking (under 2,000 metres)
- Fencing
- Fishing
- Football
- Frisbee
- Go-karting
- Golf
- Gorge walking
- Gymnastics
- High diving (platform only)
- Hockey
- Horse riding
- Horse trekking
- Hydro zorbing
- Ice skating
- Indoor climbing
- Jogging
- Kabaddi
- Kayaking (not sea kayaking)
- Kite buggying
- Kite surfing
- Lacrosse
- Land yachting
- Martial arts (training only)
- Micro lighting
- Mountain biking
- Mountain boarding
- Mud buggying
- Netball
- Orienteering outwardbound pursuits
- Paintballing
- Pony trekking
- Racquetball
- Rambling
- Rifle range
- River boarding
- Roller blading
- Roller skating
- Rounders
- Rowing
- Rugby
- Running-sprint/long distance
- Safari organised in the UK prior to departure

- Sail boarding
- Sailing within territorial limits
- Sand boarding
- Sand yachting
- Scrambling
- Scuba diving (up to 30 metres) if BSAC, PADI, DIWA, SSI or SAA member or with a qualified instructor
- Skate boarding
- Ski-dooing
- Sleigh rides
- Snorkelling
- Surfing (under 14 days)
- Tennis
- Tobogganing/ sledging
- Tubing
- Via ferrata
- Wakeboarding
- Water polo
- Water skiing
- Weightlifting
- White/black water rafting (grade 1-4)
- Windsurfing
- Wrestling
- Zip wiring/ climbing
- Zorbing

Please note: Even if You have the appropriate cover for an activity, no cover will apply under Section 14 Personal liability for claims arising from the use of an aircraft, water borne craft or mechanically propelled vehicle.

Your belongings

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

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

Existing Medical Conditions

If anyone travelling has an Existing Medical Condition You may still purchase a policy, however You will not be covered under this policy:

1. for any claim directly or indirectly arising from any Existing Medical Condition.
2. if anyone is travelling against medical advice, or to receive medical advice or treatment.
3. if anyone travelling is on a waiting list for surgery, inpatient treatment or investigations of any kind.
4. if anyone is travelling with a Terminal Condition.
5. for any claim arising directly or indirectly from:
 - a) a heart attack, angina, chest pains or any other heart condition;
 - b) a lung or respiratory condition or any other condition that affects Your breathing (not including stable, well controlled asthma when You have no other medical condition);
 - c) a neurological condition including stroke, TIA, brain haemorrhage or epilepsy;
 - d) high blood pressure, blood clots, raised cholesterol, diabetes, aneurysm or any circulatory disease;
 - e) any form of cancer; or
 - f) an organ transplant or dialysis.
6. for any claim directly or indirectly arising from any other medical condition, including any chronic or ongoing condition, that has required medical treatment, prescribed medication, investigation or check up within the last 12 months prior to the date the insurance was arranged or renewed.

If anyone travelling requires cover for an Existing Medical Condition please call Cover-More on 01245 272 372 to discuss alternative cover options.

Changes in health after issue of the policy

You must tell Us if Your state of health, or that of anyone on whose health Your Journey may depend, changes before You start Your Journey, i.e. if You or they develop a new condition or an Existing Medical Condition worsens.

If You do not tell Us about a change in Your or their medical condition We have the right to amend, restrict or cancel Your cover under this policy.

24 hour emergency assistance

All policyholders have access to Our emergency assistance team. This team of doctors, nurses and case managers work around the clock assisting Our customers in their time of need, including:

- providing medical facility information;
- payment of hospital bills;
- evacuation or repatriation; and
- assistance with rescheduling travel plans as a result of an emergency.

Where relevant, all services are subject to a claim being accepted by Us under the policy.

For emergency assistance

If You need to call Our emergency assistance team, please have Your policy number and a return contact phone number on hand.

Please call:

Tel: +44 (0) 2036 080 251 (if You are anywhere except the USA, Canada or Mexico)

Tel: +1 844 780 0494 (if You are in the USA or Canada)

Tel: 00 1 819 780 0494 (if You are in Mexico)

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

You are injured or become ill or in the event of death. Please contact Us if You:

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

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

You need to return Home early. Please contact Us if You:

- need to curtail Your Journey or miss Your flight due to medical reasons; or
- need to return Home early.

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

Any minor illness or injury costs resulting in a claim should be paid by You, a medical report and receipt obtained and the amount claimed with Us as soon as possible after the end of Your Journey.

Reciprocal health agreements

Australia and New Zealand

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

Resolving complaints

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

In the first instance You should contact us and ask for Your complaint to be investigated:

Air New Zealand Travel Insurance

Cover-More Insurance Services
Parkview, 82 Oxford Road, Uxbridge, UB8 1UX
Phone: 01245 272 372
Email: airnz@covermore.co.uk

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

If it is not possible to reach an agreement, You have the right to take Your complaint to the Financial Ombudsman Service:

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR
Phone: 0845 080 1800

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

Policy wording

This policy, save in respect of legal expenses cover, is underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of 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 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 on request.

The legal expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited. DAS Legal Expenses Insurance Company Limited. Head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales. Company Number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority.

In the event We are unable to meet Our financial obligations to You under this policy, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Full details are available from the FSCS who can be contacted at:

Financial Services Compensation Scheme

10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU
Telephone: 0800 678 1100 or 020 7741 4100

Cover-More Insurance Services Limited (Companies House registration 03088762) is authorised and regulated by the Financial Conduct Authority and is included in the Financial Services Register, which can be viewed by visiting <http://www.fsa.gov.uk/register>; or You can contact the Financial Conduct Authority on 0800 111 6768.

We will give You the insurance cover described in this policy in return for receiving the total Amount Payable.

This policy is issued on the basis that, and it is a condition of this policy that:

- You are not aware of any circumstance which is likely to give rise to a claim.
- You are a resident of the United Kingdom.
- either You will be returning to Your Home at the completion of the Period of Insurance or, if You are on a one way Journey as a means of relocating to another country, cover will cease as soon as You have cleared immigration at Your final destination.
- cover is only available for the whole duration of the booked Journey.

Words with special meanings

In this policy the following words have the following meanings:

“Accompanied Children” means Your children or grandchildren plus one non-related child per adult policyholder who are identified on the Certificate of Insurance and travelling with You on the Journey, provided they are under the age of 12 years at the Relevant Time.

“Act of Terrorism” means an act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public in fear.

“Active Participation” means:

- 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 Act of Terrorism.
- b) the act of any person voluntarily entering an area known at the time to be subject to War and Civil Unrest or against the advice of the Foreign and Commonwealth Office. See: www.fco.gov.uk

“Additional” means the cost of the accommodation or transport You actually use less the cost of the accommodation or transport You expected to use had the Journey proceeded as planned.

“Amount Payable” means the total amount payable shown on Your Certificate of Insurance.

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

“Catastrophe” means an avalanche, explosion, fire, flood, hurricane, lightning, storm or tempest.

“Close Relative” means Your spouse, civil partner, parent, grandchild, brother, sister, son-in-law, daughter-in-law, parent-in-law, grandparent, child, step-parent, brother-in-law, sister-in-law and fiancé(e).

“Consent” means:

Your agreement on Your own behalf; and, where You are the legal parent or guardian of children under the age of 16 to be insured on the policy, on their behalf; and

Your warranty that, Your spouse or partner and any other children aged 16 and above to be insured on the policy, have given their agreement; and

Your warranty that, where You are NOT the legal parent or guardian of children under the age of 16 to be insured on the policy but Your spouse or partner is, that Your spouse or partner has given his/her agreement on their behalf.

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

“Disabling Injury, Sickness or Disease” means a disabling injury, sickness or disease which first shows itself during the Period of Insurance and which requires immediate treatment by a Medical Practitioner.

“Elective” means the period within Your undergraduate course during which You study and/or practice medicine starting and ending within the Period of Insurance.

“Existing Medical Condition” means:

- a) any physical defect, condition, illness, symptom or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a medical or dental advisor in the 12 months prior to the Relevant Time; or
- b) any chronic or ongoing (whether chronic or otherwise) medical or dental condition, illness or disease medically documented prior to the Relevant Time.

“Home” means Your usual place of residence in the United Kingdom.

“Insolvent” means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection, presentation of a petition for the compulsory winding up of, stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

“Journey” means the period commencing at the time You leave Your Home and ceasing at the time You return to Your Home.

“Limb” means a hand at or above the wrist or a foot at or above the ankle.

“Medical Practitioner” means a qualified and registered medical physician, not being an Insured Person or a Close Relative of an Insured Person.

“Money” means bank notes, currency notes, coins and travellers cheques.

“Period of Insurance” means from the time You commence the Journey or the travel start date shown on Your Certificate of Insurance (whichever is later) until the time You complete the Journey or the travel end date shown on Your Certificate of Insurance (whichever is the earlier).

In respect of single trip policies, cover under Section 3 begins from the time the policy is issued.

In respect of Annual Multi-Trip policies, cover under Section 3 begins at the start date of the policy.

“Permanent” in respect of Section 11 and 12 means a period of time lasting 12 consecutive months after the expiry of which We consider there is no reasonable prospect of improvement.

“Professional” means undertaking any activity for which financial payment is received from another person or party.

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

“Public Transport” means using train, publicly licensed aircraft, bus, coach or ferry services to join Your holiday.

“Relevant Time” means the time of issue of the policy.

“Terminal Condition” means any medical condition for which a terminal diagnosis has been given and which is likely to result in death.

“Transport Provider” means a properly licensed coach operator, airline, shipping line or railway company.

“Unattended” means:

- a) You did not observe the loss/theft; or
- b) at a distance from You such that You do not have a good chance of preventing any attempted theft.

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

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

“Weapons of Mass Destruction” means the use of atomic, biological or chemical weapons or Contamination.

“We”, “Our”, “Us” For all Sections except for Legal expenses - means ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE and for Legal expenses - means DAS Legal Expenses Insurance Company Limited.

“Winter Sports” means skiing, land-skiing, mono-skiing, cross-country skiing, off-piste skiing, kite skiing, snowboarding, ski boarding, snow mobiling, sledding or tobogganing.

“You”, “Your”, “Insured”, “Insured Person” means the people listed as adults on the Certificate of Insurance and includes Accompanied Children. Where more than one person is listed as an adult on the Certificate of Insurance all benefits, limitations, conditions and exclusions will be interpreted as if a separate policy was issued to each of the persons listed as an adult.

Policy conditions

1. Excess

The excess is £75, is shown on Your Certificate of Insurance and is the first amount of each claim which You must pay. The excess applies per event, per Section, per person.

2. Limits of liability

The limits of Our liability under each Section of the policy are the amounts corresponding to that Section in the benefit table, and (if applicable) the amount shown on Your Certificate of Insurance for any optional variations to Your policy, except:

- a) that the maximum liability collectively for Sections 10, 11 and 12 shall not exceed the maximum personal accident limit.
- b) where We have notified You in writing of different limits.

3. Cooling off period/refund of Amount Payable

You have the right to cancel the policy by notifying Us in writing within 14 days of receiving Your policy documents (the cooling off period). Provided the circumstances specified in paragraphs (a) or (b) below do not apply, You are entitled to a full refund of the amount You have paid for the policy if You cancel this policy during the cooling off period. You are not entitled to a complete refund if, during the cooling off period, You:

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

We will not refund the amount You have paid if You cancel the policy after the cooling off period has ended.

4. Claims

- a) If You make or attempt to make a false, exaggerated or fraudulent claim or use any false, exaggerated or fraudulent means in trying to make a claim, We will not pay Your claim, Your cover under this policy will be voided (without any return of the amount You have paid) and We may report You to the appropriate authorities.
- b) The loss or theft of luggage, personal effects, travel documents or Money must be reported within 24 hours to the police or responsible Transport Provider and a written report must be obtained at that time.
- c) If You are admitted to hospital or You anticipate Your medical expenses and Additional expenses are likely to exceed £300 You must phone the emergency assistance number as soon as physically possible.
- d) You must take all reasonable steps to prevent or minimise any loss which is, or may be, the subject of a claim under this policy.
- e) You must not make any offer or promise of payment or admit any liability in connection with a matter that is, or may be, the subject of a claim under this policy without first obtaining Our written consent.
- f) You must notify Us of any claim or circumstance which may give rise to a claim as soon as possible and within 31 days of the return date shown on Your Certificate of Insurance. Notification should be made by sending Us a completed claim form.
- g) You must cooperate fully in the assessment or investigation of Your claim, including supplying (at Your own expense) any documents in support of Your claim which We may request, such as original police reports, receipts, valuations and/or medical certificates/reports.
- h) You must keep any articles which are damaged and send them to Us (at Your own expense) if requested.
- i) You must supply a medical certificate showing Your diagnosis if You wish to claim for any medical expenses associated with the relevant treatment.
- j) You must pay Us back, within one month of asking, any amounts that We have paid to You which are not covered by this policy.
- k) You must, as often as required, agree to a medical examination on Our behalf at Your own expense. In the event of Your death, We shall be entitled to have a post-mortem examination at Our own expense.

5. If You are able to claim from another party

If You are able to claim against another travel insurer, household insurer, private health fund, hotel, carrier, workers' compensation scheme, travellers' compensation fund, or other statutory fund or anyone else for monies otherwise payable under this policy You must do so and the policy will only cover the balance of Your claim.

6. You must help Us to make any recoveries

Where We have made a payment to You in respect of a claim under this policy, We have the right to take legal action against any other party in Your name to recover the amount of such payment and, if applicable, choose to defend any action brought against You relating to the subject matter of Your claim. You must provide reasonable assistance to Us in respect of any legal action We take.

7. Claims payable in British pounds sterling

All Amounts Payable and claims are payable in British pounds sterling at the rate of exchange applicable at the time the expenses were incurred and will only be paid into a British bank account.

8. Policy interpretation

This policy contract shall be governed by and construed in accordance with the laws of England and Wales unless Your habitual residence (if You are an individual) or Your central administration and/or place of establishment (if You are not an individual) is located in Scotland in which case the laws of Scotland shall apply.

9. Emergency assistance

- a) The provision of emergency assistance to You will not constitute an admission of liability in respect of any claim You may subsequently make.
- b) The medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country.

We, the emergency assistance network, Air New Zealand and Cover-More do not accept any responsibility or liability for any loss, medical complication or death resulting from any factor beyond Our control.

10. Free extension of insurance

Where Your Journey is necessarily extended due to an unforeseen circumstance outside Your control, Your Period of Insurance will be extended (without additional cost) until You are able to travel Home by the quickest and most direct route. The Period of Insurance will not be extended for any other reason.

11. Policy conditions applying to Sections 1 and 2 only

- a) We have the option of returning You to the UK if the cost of medical and/or Additional expenses overseas are likely to exceed the cost of returning You to the UK subject always to medical advice. We also have the option of evacuating You to another country.
- b) In all cases the cost of evacuation or to bring You back to the UK will only be met if it was arranged by and deemed necessary by the emergency assistance network.
- c) If You are hospitalised We will pay for a share room. If a share room is not available We will, at Our discretion based on the opinion of Our medical advisers, pay to upgrade You to a single room.
- d) If You do not hold a return airline ticket an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

12. Policy conditions applying to Sections 10, 11 and 12 only

- a) If the conveyance You are travelling in disappears, sinks or crashes and Your body has not been found after 12 months then for the purposes of this policy You will be presumed to have died.
- b) You must obtain and follow the advice and treatment given by a Medical Practitioner as soon as possible after suffering a disabling injury, during the Period of Insurance.

13. Reasonable care

- a) You must act in a reasonable way to look after Your property.
- b) You must make every effort to avoid or minimise any losses or expenses that are, or may be, subject of a claim under this policy. In respect of a claim relating to Your liability to a third party, if Your claim is not accepted or the amount paid by Us does not cover the liability in full, You may be personally liable for any loss or expenses incurred.
- c) You must keep to all the terms, conditions and endorsements of this insurance.

If You do not, We may deny Your claim.

14. Our right to cancel Your policy

If the premium has not been paid or if You have committed a) any act of fraud in relation to the policy, then the policy is considered to be null and void.

The benefits

1. Medical and dental expenses

If during the Period of Insurance You suffer a Disabling Injury, Sickness or Disease We will pay the usual and customary cost of medical treatment, emergency dental treatment and ambulance transportation which is provided outside of the UK by or on the advice of a qualified Medical Practitioner or dentist. Medical cover will not be provided for a period exceeding 12 months from the date of suffering the Disabling Injury, Sickness or Disease.

The maximum amount We will pay for emergency dental costs is £300 and will only be in respect of emergency treatment for the relief of sudden and acute pain to sound and natural teeth.

The maximum benefit limit for this section is: £5,000,000

We will not pay for:

1. dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or involving the use of precious metals.
2. dental treatment which is not for the purpose of relieving immediate sudden acute pain.
3. the continuation or follow-up of treatment (including medication and ongoing immunisations) started prior to Your Journey.
4. private medical treatment overseas where public care or treatment is available under any reciprocal health agreement between the UK and foreign governments.
5. expenses for any treatment or surgery which the emergency assistance service think is not immediately necessary and can wait until You return Home to the UK.
6. expenses for any treatment or medication of any kind that You receive while in the UK.
7. the cost of treatment arising from Your normal pregnancy, without any accompanying bodily injury, illness, disease or complication as diagnosed by a Medical Practitioner.
8. the cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral, exploratory tests which are not directly related to the Disabling Injury, Sickness or Disease which necessitated Your admittance to hospital or the need to seek medical treatment.
9. the medical or dental expenses claimed if You have not submitted an original medical or dental report from the qualified Medical Practitioner who treated You.
10. any claim for dentures, dental appliances such as mouthguards and retainers, bridgework, corneal lenses, spectacles, sunglasses or artificial limbs, prosthetic eyes or hearing aids.
11. any claim arising for costs, if You are travelling to Australia or New Zealand and You do not register for treatment under the national Medicare scheme of those countries.

Also refer to: General exclusions and Policy conditions.

2. Additional expenses

1. If You become sick

If during the Period of Insurance You suffer a Disabling Injury, Sickness or Disease, We will pay the:

- a) reasonable Additional hotel accommodation and Additional transport expenses incurred by Your travelling companion who remains with or escorts You until the completion of the Period of Insurance or until You are able to resume Your Journey or travel Home, whichever occurs first. This benefit is only payable on the written advice of the overseas Medical Practitioner and approved by Us ;

- b) reasonable Additional hotel accommodation and Additional transport expenses incurred by Your Close Relative who travels to and remains with You following Your being hospitalised as an inpatient. The benefit ceases when You are able to continue Your Journey, travel Home or on completion of the Period of Insurance, whichever is the earlier, and is subject to the written advice of the overseas Medical Practitioner and acceptance by the emergency assistance network;
- c) reasonable Additional hotel accommodation expenses and Additional transport expenses incurred by You and at the same fare class as originally booked, if You are unable to complete the Journey on the written advice of the overseas Medical Practitioner and approved by Us;
- d) reasonable expenses incurred in returning a hired motor vehicle to the nearest depot provided that, on the written advice of the overseas Medical Practitioner, You are unfit to drive it.

2. If You die

We will pay reasonable overseas funeral or cremation expenses or the cost of returning Your remains to the UK if You die during the Period of Insurance. In either event the maximum amount We will pay in total will not exceed £5,000.

3. If Your Close Relative or Business Associate becomes sick

We will pay reasonable Additional transport expenses if You are required to return to Your Home due to the sudden Disabling Injury, Sickness or Disease or death of a Close Relative or Business Associate.

We will not pay for the following under points 1, 2 and 3:

1. claims if You have to cut short Your Journey and You do not return to the UK.
2. the cost of any upgrades from economy class travel, unless Our medical advisors agree this is medically necessary.
3. claims not supported by a medical report from a Medical Practitioner.

4. If Your Home is destroyed by fire, earthquake or flood

We will pay the reasonable Additional transport expenses for Your early return to Your Home in the UK if it is destroyed by fire, earthquake or flood while You are on Your Journey.

5. Missed connection

If during the Period of Insurance You are on a Journey from or to the UK and You miss Your pre-booked connection due to:

- a) Public Transport services failing;
- b) the vehicle in which You are travelling is involved in an accident or breaks down;
- c) strike or industrial action; or
- d) adverse weather conditions;

We will pay the reasonable Additional costs to use alternate Public Transport services to catch up to Your planned itinerary, or get to a special event such as a wedding, sporting event or conference. You must have allowed the minimum connection time between flights as stipulated by Your airline(s). If You claim under this section, You are not entitled to make a claim under any other Section of this policy for the same incident.

We will not pay for:

1. Transport Provider caused cancellations, delays or rescheduling other than when caused by mechanical failure, strike or adverse weather conditions.
2. any claim which is the result of strike or industrial action which was public knowledge before You started Your Journey.
3. any claim resulting from orders of delay or withdrawal of service by any government civil, or port authority.

6. Missed departure

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

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

We will not pay for:

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

7. Travel disruption

We will pay Your reasonable Additional hotel accommodation and Additional transport expenses incurred on the Journey resulting from:

- a) loss of passport or travel documents except where the loss is a result of government confiscation or articles being sent through the mail;
- b) a quarantine regulation You unknowingly breach;
- c) a Catastrophe; or
- d) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling.

The maximum benefit limit for this section is: £5,000,000

The following sub-limits apply:

Missed connection	£500
Missed departure	£500
Travel disruption	£500

Also refer to: General exclusions and Policy conditions.

3. Amendment or cancellation costs

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

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

8. You having to retake or resit any exam which counts towards Your final qualification as part of You attending a university or any other tertiary education institution, subject to the dates of these exams not having been made public prior to the Relevant Time.
9. You becoming pregnant after You have purchased the policy and You will be more than 32 weeks pregnant (24 weeks for multiple pregnancy) at the start of, or during Your Journey or Your doctor advises You are unfit to travel due to complications of pregnancy.

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

The maximum benefit limit for this section is: £3000

We will not pay for:

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

Abandonment

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

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

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

You must check-in according to the itinerary provided by the tour operator or carrier. You must also provide written confirmation of the reason for the delay and how long it lasted from the appropriate authority.

We will not pay for:

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

Also refer to: General exclusions and Policy conditions.

4. Luggage and travel documents

1. Loss, theft or damage

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

If We replace the relevant item, We will deduct reasonable depreciation from the amount We pay the supplier and the amount deducted must be paid by You to the supplier.

Our payment will not exceed the original purchase price of an item with a limit for any one item, set or pair of items including attached and unattached accessories as shown on the benefits table.

2. Travel document replacement

We will pay You for the cost of replacing travel documents lost or stolen on the Journey. You must however comply with all the conditions of the issue of the document prior to and after the loss or theft.

The maximum benefit limit for this section is: £1,000

The following sub-limits apply:

Valuables limit in total: £200
Single article pair or set limit: £100

We will not pay for:

- any claim for loss or theft which is not reported to the police or responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
- any claim for loss, theft or damage to Your luggage or personal effects whilst in the custody of a Transport Provider if You have not notified the carrier within 24 hours and obtained a Property Irregularity Report (P.I.R.) or an official report.
- damage to fragile or brittle articles unless caused by a fire.
- sports equipment whilst in use.
- any Winter Sports equipment (unless additional cover has been purchased), business equipment, mechanically propelled vehicles, pedal cycles, surfboards or waterborne craft of any description.
- any claim for dentures, dental appliances such as mouthguards and retainers, bridgework, corneal lenses, spectacles, sunglasses, artificial limbs, prosthetic eyes or hearing aids.
- any claims for mobile phones regardless of whether the phone includes features including but not limited to a camera, MP3 player or personal organiser.
- claims for personal effects, luggage or Valuables arising from wear and tear, loss of value, mechanical or electrical breakdown, damage caused by atmospheric or climatic conditions, moth or vermin, any process of cleaning, repairing or restoring, or damage caused by leaking powder or fluid carried within Your baggage.
- items left Unattended in a Public Place.
- items left in the custody of someone without official responsibility for their safekeeping.
- items carried on a vehicle roof rack.
- damage to suitcases, holdalls or similar carriers unless You cannot use the damaged item.
- more than £100 in total for personal effects stolen from an Unattended motor vehicle between the hours of 9.00 pm and 8.00 am or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- Valuables left Unattended in any motor vehicle at any time (even if in the boot or concealed).
- more than £500 in total for all items left Unattended in any motor vehicle.

- Valuables whilst in the custody of the airline or any other carrier.
- claims arising from Your luggage being delayed or held by customs or other officials legally taking Your luggage.
- claims for damaged items if You do not keep the items and present them to Us for inspection if requested.
- claims for perishable goods, alcohol, cigarettes or other tobacco products.
- claims for musical instruments, paintings, pictures, sculptures, antiques, stamps, satellite navigation equipment, trading cards, equipment samples or merchandise, vehicles or accessories or household goods of any kind.
- any claims for loss, theft or damage to items shipped under the provision of any freight contract or sent by post.
- claims for items loaned to You or rented by You.
- passports and travel documents left Unattended in any motor vehicle at any time (even in the boot or concealed).
- passports and travel documents whilst in the custody of the airline or any other carrier.

Also refer to: General exclusions and Policy conditions.

5. Delayed luggage allowance

If all Your luggage is delayed by a Transport Provider during the Journey for more than 24 hours We will pay You up to the limit shown on the benefits table for essential emergency items of clothing and toiletries. We will only pay for purchases made before Your luggage is returned to You. The original receipts for the items and written confirmation of the length of delay from the Transport Provider must be produced in support of Your claim. If Your luggage is not ultimately returned to You any amount claimable under this benefit will be deducted from any entitlement under Section 4 of this policy.

The maximum benefit limit for this section is: £75

We will not pay for:

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

Also refer to: General exclusions and Policy conditions.

6. Money

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

The maximum benefit limit for this section is: £250

We will not pay for:

- loss or theft which is not reported to the police or responsible Transport Provider within 24 hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
- loss or theft of Money left Unattended at any time unless left in a hotel safe.
- Money whilst in the custody of the airline or any other carrier.
- any loss of Money due to error, omission or depreciation in value.
- any claim under this section if You cannot give Us evidence that You owned the Money or travellers cheques or evidence of their value.

Also refer to: General exclusions and Policy conditions.

7. Travel delay

If Your pre-booked transport is temporarily delayed for at least 6 hours due to an unforeseeable circumstance outside Your control, We will reimburse You up to £100 per night for reasonable Additional hotel accommodation expenses. The maximum We will pay will not exceed the benefit limit.

You must claim from the Transport Provider first, and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. You must also provide Us with receipts for the hotel accommodation expenses incurred.

The maximum benefit limit for this section is: £300

We will not pay for:

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

Also refer to: General exclusions and Policy conditions.

8. Hospital incidentals

If hospitalised, We will pay You for incidentals such as phone calls and magazines.

The amount We will pay is limited to £20 for each night You are hospitalised overseas as a result of a Disabling Injury, Sickness or Disease during the Period of Insurance, provided that the period of confinement is at least 24 hours.

If Your claim is not approved under Section 1 Medical and dental expenses this section does not apply.

The maximum benefit limit for this section is: £500

We will not pay for:

1. if Your claim is not approved under Section 1 Medical and dental expenses.
2. if You are hospitalised for less than 24 consecutive hours.

Also refer to: General exclusions and Policy conditions.

9. Hijacking

If whilst on the Journey You are detained on a means of Public Transport due to it being hijacked by persons using violence or threat of violence We will pay You £250 for each 24 hour period You are forcibly detained by the hijackers up to the amount shown on the benefits table.

Proof of detainment (for example a police report) must be provided to Us in support of Your claim.

The maximum benefit limit for this section is: £500

Also refer to: General exclusions and Policy conditions.

10. Loss of income

If during the Period of Insurance You suffer an injury caused solely and directly by violent, accidental, visible and external means (not caused by a sickness or disease) resulting in You being unable to attend Your usual work in the UK, We will pay You Your monthly wage net of income tax up to a maximum of £500 per month for six months, but not in respect of the first 30 days after You originally planned to resume Your work in the UK.

The benefit is only payable if Your disability occurs within 30 days of the accident. Accompanied Children are not covered under this benefit.

Proof of employment in the UK and proof of wage must be produced in support of Your claim.

The maximum benefit limit for this section is: £2,500

Also refer to: General exclusions and Policy conditions.

11. Personal accident

If during the Period of Insurance You suffer an injury caused solely and directly by violent, accidental, visible and external means (not caused by a sickness or disease) resulting in Your Permanent total loss of sight in one or both eyes or the Permanent total loss of use of one or more Limbs within one year of the date of the accident, We will pay You the amount shown below.

Our limit in respect of Accompanied Children is £1,000 for each child.

The maximum benefit limit for this section is: £10,000

See Section 12 for exclusions.

12. Accidental death

If during the Period of Insurance You suffer an injury caused solely and directly by violent, accidental, visible and external means (not caused by a sickness or disease) resulting in Your death, We will pay Your estate the amount shown provided Your death occurs within one year of the accident.

Our limit in respect of Accompanied Children is £1,000 for each child.

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

Student loan repayment

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

The maximum benefit limit for this section is: £2,000

We will not pay for the following under Section 11 and 12:

1. the contracting of any disease, illness and/or medical condition.
2. the injection or ingestion of any substance.
3. any event which directly or indirectly exacerbates a previously existing physical bodily condition.
4. more than £1,000 for any claims resulting from hazardous activities, manual labour, motorcycling, sporting and adventure activities (including but not limited to those activities listed as Adventurous activities in this policy).
5. any claim if at the date of the accident You are over 64 years of age and not in full-time employment.

Also refer to: General exclusions and Policy conditions.

13. Legal 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 **policy 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 Persons 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 event 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 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 incident

A specific or sudden accident that causes death or **Bodily Injury** to the **insured person**.

Insured person

The person stated on the **Policy Schedule** as being insured.

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 **nsured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), makes 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

1. **Costs and expenses** to pursue an **insured person's** 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 claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.

2. Any claim relating to 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.

Exclusions applying to Section 13 - Also see General exclusions

5. 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.
6. An incident or matter arising before the start of this cover.
7. **Costs and expenses** incurred before **DAS'** written acceptance of a claim.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. 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**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against ERGO Travel Insurance Services Ltd, Great Lakes Insurance SE or their respective agents.
14. Any claim where **you** are not represented by a law firm or barrister.

Conditions applying to Policy Section 13

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 who 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.
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 you 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 makes 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. claim an **insured person** has made to obtain benefit under this policy 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 policy 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 their 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 and 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 the **insured person's** 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 **we** are required to by **our** 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 **our** 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

Also refer to: General exclusions and Policy conditions.

14. Personal liability

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

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

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

The maximum benefit limit for this section is: £1,000,000

We will not pay for:

1. liability You become liable to pay to somebody related to You, anyone You are travelling with or to someone in Your employ or deemed to be in Your employ.
2. liability arising from loss or damage to property which is in Your legal custody or control.
3. liability arising from the conduct by You of any profession, trade or business or the use or ownership by You of any firearm, aircraft, water borne craft or mechanically propelled vehicle.
4. liability arising out of occupation or ownership of any land, buildings or immobile property.
5. liability arising out of any wilful or malicious act.
6. liability arising out of the transmission of an illness, sickness or disease.
7. liability involving punitive, exemplary or aggravated damages or any fine or penalty.
8. liability arising out of Your liability under a contract or agreement unless You would be liable if that contract or agreement did not exist.
9. liability arising directly or indirectly from participant liability.

Also refer to: General exclusions and Policy conditions.

General exclusions

We will not cover loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with, any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss under any Section of the policy.

We will not pay for:

1. any costs, losses or expenses incurred outside the Period of Insurance.
2. a claim which arises from an event which occurs outside the Period of Insurance.
3. claims directly or indirectly arising from any Existing Medical Condition:
 - a. You or Your travelling companion has. This exclusion will be waived from the time the appropriate additional amount payable has been received by Us in respect of the Existing Medical Conditions for which cover is separately applied for and accepted by Us and for which special conditions, limits and excesses may apply if We notify You in writing.
 - b. of any other person on whose health Your Journey depends (as specified in Section 3) if that person:
 - i) has received a terminal diagnosis prior to the Relevant Time;
 - ii) is on a waiting-list for, or have been advised of the need for: surgery, inpatient treatment or investigation at any hospital or clinic; or
 - iii) has required surgery, inpatient treatment or hospital consultation related to the heart, lungs or kidneys in the 3 months prior to the Relevant Time.
 - iv) has any other Existing Medical Condition (not already excluded above), unless the person is hospitalised or dies in the UK after the Relevant Time and at the Relevant Time the chance of a claim occurring is highly unlikely. In any event, We will not pay more than £1,500 under all Sections of the policy combined.
4. any claim as a result of You, Your travelling companion or anyone else upon whose health Your booking depends:
 - a. travelling against medical advice;
 - b. travelling to receive medical advice or treatment;
 - c. being on a hospital waiting-list for surgery, inpatient treatment or investigation at any hospital or clinic and the claim relates directly or indirectly to the condition which is subject to such treatment or investigation;
 - d. having been given a terminal diagnosis.
5. loss, or damage to any property, or any loss, expense or liability arising from:
 - a. ionising radiation or Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
6. any claim if You already have a more specific insurance.
7. any claim, if at the time of loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability. In such circumstances, We will only pay Our share.
8. loss, destruction or damage directly caused by pressure waves resulting from any aircraft or other flying object travelling at or above the speed of sound.
9. any claim arising from You being in, or entering, or leaving any aircraft other than as a fare-paying passenger in a fully-licensed passenger-carrying aircraft.

10. claims involving participation by You (during the Journey) in motorcycling, moped or scooter riding for any purpose. This exclusion, but not any other exclusion, will be waived from the time the appropriate additional amount payable has been received by Us, provided You are wearing a helmet, the motorcycle, moped or scooter has an engine capacity of 200cc or less and whilst in control of the motorcycle, moped or scooter You hold a UK licence valid in the relevant country.
11. any claim resulting from You doing manual labour in connection with Your trade, business or profession unless specifically approved in writing by Us.
12. any claim arising directly or indirectly from financial problems.
13. any claim resulting from the tour operator, airline or any other company, firm or person becoming Insolvent, or being unable or unwilling to fulfil any part of their obligation.
14. any claim arising or resulting from You being involved in any illegal or criminal act.
15. Any claim arising or resulting from Your, or anyone else's, participation in Winter Sports.
16. any claim arising or resulting from depression, anxiety, stress, depressive illness of any type, suicide or attempted suicide or injuring Yourself deliberately or putting Yourself in danger (unless You are trying to save a human life).
17. any claim resulting from You being under the influence of or in connection with the use of alcohol or drugs, or You contracting any sexually transmitted diseases.
18. any claims in any way caused or contributed to by:
 - a. the failure of;
 - b. the fear of the failure of; or
 - c. the inability of;
 any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.
19. loss, damage, expense or indemnity incurred as a result of travelling to an area that the Foreign and Commonwealth Office have advised against travel, provided that such loss, damage, expense or indemnity is directly or indirectly related to any circumstances that are the reason for the advice.
20. claims involving participation by You or Your travelling companion in hunting, racing (other than on foot), polo playing, rodeo riding, base jumping, sports activities in a Professional capacity, mountaineering or rock climbing using ropes or guides, or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor or any other activity that is not listed in this policy.
21. any claim arising directly or indirectly from You or Your travelling companion travelling against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.
22. except for Sections 1, 2.1.(a-d), 2.2., 8, 10, 11 and 12 under the heading The benefits, claims arising directly or indirectly from an Act of Terrorism or the threat or perceived threat of an Act of Terrorism. We will not pay under any Section of the policy any claim arising from a nuclear, chemical or biological attack.
23. any claim arising from any epidemic or pandemic as declared by the World Health Organisation.
24. any other loss, damage or additional expenses following on from the event for which You are claiming that is not covered under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of enjoyment.
25. claims directly or indirectly arising if You fail to take reasonable care.
26. claims arising from Active Participation.
27. War and Civil Unrest including any action taken in controlling, preventing, suppressing or in any way relating to War and Civil Unrest, unless You are in an area subject to War and Civil Unrest at the outbreak of hostilities, in which case You will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that You take the first reasonable opportunity to leave the area. If You fail to take such an opportunity all cover under this policy will end.
28. claims arising from nuclear energy, including nuclear reactions, radiation and Contamination.
29. claims arising from Weapons of Mass Destruction.
30. claims involving participation by You or Your travelling companion in any adventurous activity not listed under 'Activities available on this policy', or participation in any activity in a Professional capacity.

Making a claim

If You need to make a claim please complete a claim form which You can print from airnewzealand.co.uk/travel-insurance and submit as soon as possible after the end of Your Journey. When sending Us Your claim form, post all ORIGINAL supporting documents not photocopies. Please keep a copy for Your records.

ETI Services:

PO Box 9., Mansfield, Notts, NG19 7BL.

Phone: 01623 683 587 • Email: claims@eti-services.co.uk

Note: The Policy conditions section has further requirements regarding claims.

Lost or stolen luggage claims

You must report lost or stolen belongings to the police or responsible Transport Provider and obtain a written report within 24 hours or as soon as possible after that.

Medical claims

If Your claim arises due to an emergency situation when You are travelling please phone the emergency assistance number as soon as physically possible if You are admitted to hospital or if You anticipate that Your medical or related expenses are likely to exceed £300.

You may still need to submit a claim form on Your return Home.