### Summary of Benefits Limits per Insured Person

<table>
<thead>
<tr>
<th>Section</th>
<th>Cover</th>
<th>Limit</th>
<th>Excess*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medical and Other Expenses</td>
<td>£10,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>1.1</td>
<td>Journeys Outside the United Kingdom</td>
<td>£10,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>1.2</td>
<td>Journeys within the United Kingdom</td>
<td>£10,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>2</td>
<td>UK Hospital Transfer and additional costs and expenses</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>2.1</td>
<td>Hospital Transfer Costs</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>2.2</td>
<td>Return Home Costs</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>2.3</td>
<td>Additional Expenses</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>3</td>
<td>Cancellation or Curtailment</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>4</td>
<td>Personal Accident</td>
<td>£25,000</td>
<td>(£1,000 for persons aged under 16 years)</td>
</tr>
<tr>
<td>5</td>
<td>Personal Baggage</td>
<td>£2,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>5.1</td>
<td>(If shown as included on policy certificate)</td>
<td>£500</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>6</td>
<td>Personal Money</td>
<td>£500</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>7</td>
<td>Loss of Passport</td>
<td>£500</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>8</td>
<td>Personal Liability</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>9</td>
<td>Contingent Liability (Jet Bikes, Jet Skis)</td>
<td>£2,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>10</td>
<td>Delayed Baggage</td>
<td>£400</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>11</td>
<td>Travel Delay</td>
<td>£500</td>
<td>(£50 after 12 hours delay with £25 for each subsequent 12 hours delay up to Limit)</td>
</tr>
<tr>
<td>11.1</td>
<td>Compensation (if shown as included on policy certificate)</td>
<td>£500</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>12</td>
<td>Missed Departure</td>
<td>£1,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>13</td>
<td>Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit</td>
<td>£1,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>14</td>
<td>Catastrophe</td>
<td>£500</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>15</td>
<td>Loss of Pet Documentation</td>
<td>£500</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>16</td>
<td>Seat Bumping</td>
<td>£200</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>17</td>
<td>Legal Expenses (Underwritten by DAS Legal Expenses Insurance Company Ltd)</td>
<td>£50,000</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>18</td>
<td>Financial Failure Insurance</td>
<td>£5,000</td>
<td>(£100 per family)</td>
</tr>
</tbody>
</table>

**Optional Winter Sports Extension**

<table>
<thead>
<tr>
<th>Section</th>
<th>Cover</th>
<th>Limit</th>
<th>Excess*</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Ski Equipment</td>
<td>£750</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>20</td>
<td>Ski Equipment Hire Charges</td>
<td>£400</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>21</td>
<td>Piste Closure (Limited to peak season for resort, per day limits apply)</td>
<td>£300</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>22</td>
<td>Unused Ski Pack</td>
<td>£500</td>
<td>(£100 per family)</td>
</tr>
</tbody>
</table>

**Optional Golf Cover Extension**

<table>
<thead>
<tr>
<th>Section</th>
<th>Cover</th>
<th>Limit</th>
<th>Excess*</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Golf Equipment</td>
<td>£1,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>24</td>
<td>Golf Equipment Hire Charges</td>
<td>£200</td>
<td>(£100 per family)</td>
</tr>
<tr>
<td>25</td>
<td>Unused Green fees</td>
<td>£300</td>
<td>(£100 per family)</td>
</tr>
</tbody>
</table>

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* Limited to £50 per Insured Person (£100 per family) per claim incident irrespective of the number of sections involved.
Section 17
Legal Expenses cover is provided by DAS Legal Expenses Insurance Company Limited (the Legal Expenses Insurer) Registered in England No: 103274, Registered Office: DAS House, Quay Side, Temple Back, BS1 6NH. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Full details are available on the Financial Service Register which is held on the Financial Conduct Authority’s (FCA) website www.fca.org.uk or by contacting the FCA on telephone number 0800 111 6768.

Important Information
Pre-existing medical conditions
You will not be covered for any claims arising directly or indirectly from:
1. At the time of buying the policy or booking a trip (whichever is later):
   A. any medical condition that You or any travelling companion(s) have or have had for which You or any travelling companion(s) are taking or have been taking prescribed medication within the last five years
   B. any medical condition that You or any travelling companion(s) have or have had for which You or any travelling companion(s) were referred to a doctor or consultant for investigation, an undiagnosed condition or non-routine hospital consultation, awaiting tests, test results, investigations, surgery, or new condition being diagnosed within the last five years
   C. any medical condition of a Close Relative that You or a travelling companion are aware of
   D. any change in medical condition or new condition diagnosed that You or a travelling companion have after purchasing this policy.

The Insured Person(s) should comply with all procedures stated in the policy as failure to do so may be a bar to any claim.

Insurer Information
Sections 1 to 16 and 18 to 25
DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd’s (the Company). Registered in England and Wales No: 08330551, Registered Office: 2 Minster Court, London EC3R 7BB. DTW 1991 Underwriting Limited is an Appointed Representative of R&Q Management Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Syndicate DTW1991 at Lloyd’s is managed by R&Q Management Agency Limited. Registered in England and Wales No: 04690709, Registered Office: 2 Minster Court, London EC3R 7BB. R&Q Management Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Your right to cancel: if having purchased this insurance You decide that it does not meet Your requirements please return all documentation within 14 days of the Date of Issue to either the British Insurance Brokers Association (BIBA) member broker from whom You purchased this policy or Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts. NG19 7BL, or telephone on 01623 683 586, and provided that no claim has been made and You have not travelled the premium will be refunded in full. Cancellation by You at any other time will mean You are not entitled to a refund of premium

Health: this insurance contains certain exclusions and conditions relating to the state of health of all Insured persons, their Relatives, their travelling companions, Close Business Colleagues and also their non-travelling Relatives. If You are in any doubt as to whether You or any other persons are eligible for full cover, please contact the DTW1991 Medical Referral Helpline on 01689 892 246 (Monday – Friday 9am to 6pm, Saturday 9am to 12pm, excluding public holidays) quoting reference DTW Holiday Travel. Your enquiry will be handled confidentially and You will be advised in writing of the extent of cover that can be provided. You will also be given a Medical Referral Reference. Please notify Your insurance advisor of this medical reference number to be recorded on to Your policy certificate.

Peace of Mind Guarantee
If during the Period of Insurance You suffer any deterioration in health which results in Us being unable to offer You renewal terms, We guarantee that upon request, We will extend cover under single trip policies for up to 6 months from renewal date to cover You for each journey (as defined in this policy) booked prior to Your deterioration in health having occurred and You paying the appropriate premium for each single trip policy

PROVIDED THAT:
1. You advise Us that You wish to take advantage of this guarantee (giving details of each Journey to be covered) and pay the additional premium due by no later than the renewal date
2. no Journey was booked against medical advice or in the knowledge that it may have to be cancelled or curtailed
3. You otherwise remain eligible for renewal of this policy.

Complaints Procedure
All sections other than Section 17 - Legal Expenses are insured 100% by Syndicate DTW1991 at Lloyd’s. In the event that you wish to make a formal complaint to DTW1991 you should contact Us using one of the following options:

a) in writing (letter or email) to the address shown below; or
b) by telephone to the telephone number shown below.

General Manager
Insurance Administration Services Limited
P.O. Box 9
Mansfield
Nottinghamshire NG19 7BL
Email: complaints@ias-health.com
Tel: +44 (0)1623 683586

Once your complaint is received We shall acknowledge it within 5 working days and shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that you remain dissatisfied you can refer the matter to Lloyd’s. Their address and contact details are as follows:

Complaints
Lloyd’s Market Services
One Lime Street
London EC3M 7HA
Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5252

Details of Lloyd’s complaints procedure are set out in a leaflet “How We Will Handle Your Complaint” available at www.lloyds.com/complaints or from the above address.

Section 17
If Your complaint relates to Section 17 – Legal Expenses – please write to:

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol BS1 6NH or telephone 44 (0)117 934 0066 or via email: customerrelations@das.co.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at:

PO Box 6806, Wolverhampton WV1 9WJ
You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect Your right to take legal action.
The Financial Ombudsman Service

If you remain dissatisfied after Lloyd’s or DAS has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9GE
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0300 123 9123 (charges apply) or 0800 023 4567 (free phone). For callers from abroad: +44(0)20 7964 0500 (charges apply). The Financial Ombudsman Service offers a free and independent service to you, to help settle disputes between businesses providing financial services and their customers.

Financial Services Compensation Scheme (FSCS)

DTW 1991 Underwriting Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 020 7741 4100.

24 Hour Emergency Assistance and Pre-travel Advice Number

The 24 hour Worldwide Emergency Assistance Service and Pre-travel advice under this policy is provided by the Assistance Company and Pre-travel advice under this policy is provided by The 24 hour Worldwide Emergency Assistance Service www.fscs.org.uk or telephone 0800 678 1100 or Fax: +44 (0)20 7928 4748

We will cover the cost of your approved and reasonable necessary medical expenses, including:

- hospital transfer being arranged or return home
- advice on how to locate lost or delayed baggage with carriers
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if you are unfortunate enough to go into hospital
- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- organise onward travel tickets following missed departure
- provide advice before you travel such as:
  - which currencies and/or traveller's cheques to take
  - banking hours
  - any visa entry requirements and permits required
  - inoculation requirements
  - the language spoken and the time zones in the countries being visited.

Legal Advice

Legal advice is available over the telephone on any personal legal problem governed by the law of the United Kingdom relating to your Journey including goods and services purchased for your Journey, the Journey itself and any personal injury suffered during your Journey. Advice is not available regarding any dispute that may arise concerning this policy. This service is completely confidential and is operated by the Legal Expenses Insurer with advice provided by their team of fully qualified lawyers. To obtain free legal advice telephone +44 (0) 117 934 0553 (when phoning please quote your policy number and reference: TV1/68554/09).

Maximum Excess

The maximum excess payable by each Insured Person named in the policy certificate in respect of any one occurrence or incident resulting in a claim will be limited to:

£50 in respect of each Insured Person irrespective of the number of Sections involved, and £100 per Family irrespective of the number of Sections involved.

Reciprocal Health Agreement

Insured Persons travelling to European Union countries are strongly advised to obtain a European Health Insurance Card (EHIC) from their local Post Office or online at: www.ehic.org.uk or by telephone on 0300 330 1350 or 0191 218 1999. This EHIC entitles you to benefit from the reciprocal health agreements which exist between European Union countries. Where medical expenses have been reduced by the use of an EHIC, or by a contribution from the Insured Person’s private health insurance and PROVIDED THAT liability has been accepted by the Company for such reduced medical expenses, the £50 per Insured Person (£100 per Family) will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per Insured Person (£100 per Family).

The United Kingdom has reciprocal health arrangements with certain other countries e.g. Australia, New Zealand and Russia. Visit http://www.dh.gov.uk/travellers for a list of those countries in which you may be entitled to free treatment or treatment at reduced cost.

Foreign and Commonwealth Office

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel.

In the event an Insured Person is already at a destination on the date the FCO issues a warning against all travel or all but essential travel to that destination, cover will be maintained for a period of up to 7 days and then cover will cease unless otherwise agreed in writing by the Company.

Travel advice can be obtained from the FCO by visiting their Website at www.fco.gov.uk and clicking on the link for Travel Advice.

General Definitions

Wherever these words or phrases appear in bold type in this policy, they will have the following meanings.

- Please note that Section 17 – Legal Expenses includes additional definitions which exclusively apply to that section.

Administrator

Insurance Administration Services Ltd
P.O. Box 9, Mansfield, Notts. NG19 7BL
Telephone: 01623 683 586

Assistance Company

Specialty Assist
Europoint, 5-11 Lavington Street, London SE1 0NZ
Telephone: +44 (0)20 7902 7123 or Fax: +44 (0)20 7928 4748
Email: operations@specialty-assist.com

Chapter 11 Bankruptcy

Named after the United States bankruptcy code 11, Chapter 11 is a form of bankruptcy that involves the process of the reorganization plan of a bankrupt company under the supervision of a court or the appropriate regulator and describes how an insolvent company will change structurally to help it pay its debts and stay in business.

Claims Handler

For all sections except Section 17 – Legal Expenses: Insurance Administration Services Limited P.O. Box 9, Mansfield, Notts. NG19 7BL
Telephone: 01623 683 585

Close Business Colleague

A person employed by the same company as the Insured Person and whose absence from the business is likely to affect the decision to cancel the Journey.

Company

DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd’s,
2 Minster Court, London EC3R 7BB

Curtailment

Returning to the Insured Person’s home or place of business in the United Kingdom or the Channel Islands PRIOR TO the scheduled date of return from the Journey.

Damages

Unliquidated Damages but excluding punitive, exemplary or any multiple of compensatory Damages.
**Defence Costs**

1. The cost of legal representation at:
   - A. a coroner’s inquest or any inquiry in respect of any death
   - B. proceedings in any court arising out of any alleged breach of statutory duty.

2. All costs and expenses incurred with the Company’s written consent and relating to any claim which may be the subject of indemnity under Section 8 – Personal Liability or Section 9 – Contingent Liability.

**Geographical Limits**

Whoever is the following is stated as being applicable in the policy certificate:

**Area 1:** England, Scotland, Wales, Northern Ireland and the Isle of Man

**Area 2:** all countries in Area 1 plus Algeria, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Egypt, Eire, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, all islands in the Mediterranean Sea, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Ural’s), San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine (West of the Ural mountains), Vatican City

**Area 3:** Worldwide excluding the United States of America, Canada, Caribbean Islands, Bermuda and Mexico

**Area 4:** Worldwide

**Golf Equipment**

Golf clubs, golf bag, non-motorised trolley and golf shoes

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**Holiday Travel – Insurance policy**

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**Operative Time of Cover**

If annual multi-trip cover is selected

Any pre-booked trip of up to 45 days duration (or 60 days duration if stated on the policy certificate and the appropriate premium has been paid for Insured Person(s) aged up to 70 years only) but limited to 31 days for Insured Person(s) aged 71 years to 75 years at Date of Issue within the Geographical Limits for social, domestic, pleasure, educational or commercial business purposes (but excluding manual work) commencing from and returning to the Insured Person’s home or place of business within the United Kingdom or the Channel Islands and involving travel:

- A. outside the United Kingdom or the Channel Islands or
- B. solely within the United Kingdom or the Channel Islands

**Insurance**

Provided that the Journey involves at least:

1. one night stay for commercial business purposes or
2. two nights stay for all other trips at pre-booked accommodation not owned by or leased to any Insured Person hereunder

If single trip cover is selected

1. 12 months duration (in respect of Insured Persons aged 70 years or under at the Date of Issue) or
2. 31 days (in respect of Insured Persons aged 71 to 85 years at the Date of Issue) within the Geographical Limits for social, domestic, pleasure, educational or commercial business purposes (but excluding manual work) commencing from and returning to the United Kingdom or the Channel Islands.

**C. For trips solely within the United Kingdom or the Channel Islands**

Provided that the Journey involves at least one night stay for commercial business purposes or at least two night stay for all other trips at pre-booked accommodation not owned by or leased to any Insured Person hereunder

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**Legal Expenses Insurer**

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

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**Non-Disclosure**

Means a reckless or deliberate failure to disclose or provide accurate information that the Insured Person knew or ought to have known and which is likely to influence the extent of cover. We are willing to provide.

This includes the medical history of or change in health of after buying the policy or booking a trip (whichever is later) of:

- A. any Insured Person
- B. any travelling companions

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**Money**

Cash, currency, bank notes, travellers cheques, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.

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**Relative**

Spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay.

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**Ski Equipment**

Snowboard, skis, bindings, sticks and boots.

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**Unattended Vehicle**

A motor vehicle which contains neither a driver nor a passenger.

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**United Kingdom**

England, Scotland, Wales, Northern Ireland and the Isle of Man.
General Conditions (applicable to all sections)

1. Precautions
The Insured Person MUST:
A. take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering the personal baggage and personal Money insured
B. not book or undertake the journey against medical advice or if he/she has any reason to believe that such journey may have to be cancelled or curtailed.

2. Claims
If there are any circumstances that give rise to a claim under this policy the Insured Person must follow the procedure How to Make a Claim detailed on page 33 and supply at the request of and without cost to the Insurers all such proof, information and evidence and provide all such assistance as the Insurers may require, complying with ALL reasonable deadlines set by the Insurers and complying with ALL deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured Person without the written consent of the Insurers.

3. Insurer’s rights in the event of a claim in respect of all Sections other than Section 17 – Legal Expenses
A. The Company shall be entitled but not bound to take over and conduct in the name of the Insured Person the defence or settlement of any claim or to prosecute in the name of the Insured Person for its own benefit any claim for indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
B. The Company shall be entitled at any time in its own name or in the name of the Insured Person to take action to effect the recovery of any part of the personal baggage and/or personal Money and/or Ski Equipment and/or Golf Equipment insured or for securing reimbursement in respect of any loss or damage and the Insured Person shall give the Company all information and assistance in so doing.

C. Upon payment of any claim under Section 5 – Personal Baggage and/or Section 19 – Ski Equipment and/or Section 23 – Golf Equipment – if applicable (other than for repair) any part of the property in respect of which payment is made shall belong to the Company subject to the Insured Person’s right to reclaim it upon repayment to the Company of the amount paid by the Company.
D. The Company may at any time pay to the Insured Person in connection with any claim or series of claims under Section 8 – Personal Liability the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such payment. The liability of the Company to pay Defence Costs where Damages exceeding the Limit of Indemnity have to be paid and the Company has not exercised its rights under this Condition shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.

4. Fraud
If any claim in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or any person acting on his/her behalf to obtain benefit under this policy all benefit hereunder shall be forfeited.

5. Misrepresentation
It is Your duty to take reasonable care not to make a misrepresentation to Us. If We ask You a question in connection with Your insurance or We ask You to confirm or amend details. If You fail in this duty it may have adverse consequences on Your insurance policy including, in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premium paid.

6. Cancellation
The Insured Person may cancel this policy by returning it to the Administrator or BIBA member broker from whom You purchased this policy together with written cancellation instructions at any time within 14 days of the Date of Issue but before commencing any Journey and PROVIDED THAT no claim has been made the premium will be refunded in full. Cancellation by You at any other time will mean You are not entitled to a refund of premium.

7. Observance
The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy and the disclosure of all relevant information shall be conditions precedent to any liability of the Company to make any payments under this policy.

8. Arbitration – In respect of all Sections other than Section 17 – Legal Expenses
If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in England and Wales. The place of arbitration shall be in London and the language of the arbitration shall be English. Where any difference is by this condition to be arbitration the making of an award shall be a condition precedent to any right of action against the Company.

In respect of Section 17 – Legal Expenses arbitration does not apply.

9. Jurisdiction
This policy shall be governed by and construed in accordance with English Law.

10. Uninsured Expenses
If any costs and/or expenses not covered by this insurance have been incurred by the Insurers or which would have been paid by the Insurers as a result of the Insured Person’s failure to comply with the terms, provisions, conditions and limitations of this policy the Insured Person shall repay all such costs and/or expenses to the Insurers within 30 days of his/her being requested to do so by the Insurers.

11. Other Insurance or Indemnities
The Insurers will seek contribution from any other insurance held by the Insured Person, where:

i. there is in force insurance covering the same claim in which this policy shall apply only in excess of any amount paid under such other insurance or which would have been paid thereunder had this policy not been effected
ii. the Insured Person also seeks to obtain indemnity in respect of the same claim from any other insurance which the Insurers will not be liable to pay more than their proportionate share of any such claim and costs and expenses in connection therewith.
12. Data Protection Act – Personal Information

The Company may collect, hold and process certain types of information regarding the Insured Person ("data subjects") for particular purposes as allowed by law in the course of conducting Our relationship with You. This information will be processed for the purpose of underwriting Your insurance coverage, managing the policy and administering claims. The Company may pass this information to third parties such as loss adjusters, legal advisers and other of its agents for these purposes. This may involve its transfer to countries which do not have data protection laws. Some of the information We collect may be considered sensitive – that is, information about disciplinary proceedings, convictions, alleged criminal activities or medical conditions.

Data subjects have a right of access to, and correction of, information that We hold about them. If they would like to exercise either of these rights, they should contact the Data Protection Compliance Officer at:

The Data Protection Compliance Officer
Syndicate DTW1991
R&Q Managing Agency Limited
5th Floor, Fountain House
130 Fenchurch Street
London EC3M 5DJ

To provide and administer the legal advice and legal expenses insurance The Legal Expenses Insurer ("DA") must process Personal data (including sensitive personal data such as convictions) that DA collects from You in accordance with DA’s Privacy Policy. To do so, DA may need to send You information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DA UK Group. To give You legal advice, DA may have to send information outside the European Economic Area. In doing this, DA will comply with the Data Protection Act 1998. Unless required by law or by a professional body, DA will not disclose Your personal data to any other person or organisation without Your written consent. For any questions or comments, or requests to see a copy of the information DA holds about You, please write to the Group Data Protection Controller at Our Head Office address below. DA Legal Expenses Insurance Company Limited, DA House, Quay Side, Temple Back, Bristol BS1 6NH

13. Independent Travel

This policy covers the independent travel of all person(s) shown on the travel insurance certificate as Person(s) Insured.

General Exclusions (applicable to all sections)

1. This insurance does not cover:
   A. i. any person aged 86 years or over at the Date of Issue if single trip cover selected
   ii. any person aged 76 years or over at the Date of Issue if annual multi trip cover selected
   iii. any person who is not permanently resident in the United Kingdom or the Channel Islands with a permanent address in the United Kingdom or the Channel Islands
   iv. for annual multi trip policies:
   Any trip where the intended duration of the Journey exceeds 45 days (60 days if stated on the policy certificate) or 31 days if on the Date of Issue the Insured Person is over 70 years of age. No cover is provided for any part of the Journey even if a loss occurs within 45 days (60 days if stated on the policy certificate) or 31 days if the Insured Person is over 70 years of age, where the planned Journey exceeds the maximum duration
   For single trip policies:
   Any trip where the intended duration of the Journey exceeds the Period of Insurance stated on the policy certificate. No cover is provided for any part of the Journey even if a loss occurs within the Period of Insurance stated on the policy certificate where the planned Journey exceeds the Period of Insurance stated on the policy certificate
   B. i. has had treatment or hospital consultation within the last 4 years
   ii. has been advised of a terminal prognosis
   iii. has had any medical condition which has been referred to a doctor or consultant for investigation, an undiagnosed condition or non-routine hospital consultation, awaiting tests, test results, investigations, surgery, or new condition being diagnosed within the last five years
   iv. are awaiting the results of any tests or investigations
   v. are aware of any medical condition of any Relative or Close Business Colleague whatever travelling with the Insured Person or not on whose state of health the Insured Person’s decision to cancel or curtail the Journey may depend
   vi. has attended a terminal prognosis
   vii. has received treatment or hospital consultation for any cancerous condition in the last 5 years.

However You or any person to be insured on this policy will automatically be accepted for cover, provided that You or any person to be insured, do not have more than ONE of the following conditions and have no other pre-existing medical condition(s):

Asthma, as long as
- There has been no hospital admission within the last 12 months
- It is controlled by no more than two medications (no nebulisers and no home oxygen)

Diabetes Mellitus (Type 2, non insulin dependent diabetes mellitus only), as long as
- It is controlled by diet alone or by no more than one medication (no insulin)
- There has never been any hospital admission or diabetic complication

High Blood Pressure (Hypertension), as long as
- There has been no change in medication or dosage in the last three months
- You have been a non-smoker for at least 18 months
- Your blood pressure reading on the last two occasions it was measured was within normal limits
- No more than two medications are being taken

Hypercholesterolemia (High/Raised cholesterol), as long as
- It is not the inherited form (Familial Hypercholesterolemia)
- The plasma cholesterol level is below 6.0
- The Company may impose special terms if the Insured Person applies to the Company with details of the condition by calling the DTW1991 Medical Referral Helpline on 01689 892 246 quoting reference DTW1991 Holiday Travel+ and this insurance is suitably endorsed in writing

- claim caused by or arising from:
  a. pregnancy or childbirth in respect of any trip starting and/or finishing within eight weeks of the expected date of birth
  b. wilfully self-inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction, alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
  c. psychiatric or mental illness, anxiety, depression or stress, eating disorders or related condition
  d. loss, damage, bodily injury, death, disease, illness, liability costs or expenses attributable directly or indirectly to Human Immunodeciency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any other disease, condition, infirmity, death, injury, illness or disability directly or indirectly resulting from or consequent upon the Insured Person’s own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) and/or the Insured Person’s own criminal act and subsequent medical treatment
  e. additional costs or expenses arising from single or private room(s) not approved in advance by the Assistance Company
  f. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation incident to war

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Holiday Travel – Insurance policy 13
This insurance does not apply whilst the Insured Person has had no motorcycle accidents or convictions in the previous two years.

B. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier

C. big game hunting, BMX stunt riding, boxing, bungee jumping (unless with a licensed operator), canyoning, free climb mountaineering, gymnastics (competitive), heli-skier, high diving (other than from a purpose built diving board over a man-made swimming pool), horse riding, involving jumping trials, hunting or competitive riding, jousting, kite-surfing, martial arts, microlighting, motor rallies or competitions, mountaineering (ordinarily necessitating the use of ropes or guides), extreme downhill mountain biking, outdoor endurance, outward bound courses, racing, rock climbing, safaris (where the Insured Person will be using a firearm), sailing (offshore – more than 12 miles from coastline), scuba diving below 30 metres or when flying within 24 hours of last dive, show jumping, sky diving, sky surfing, stunt events, underground activities (other than as part of an organised excursion or tour), water-ski jumping, white water rafting (above grade 3) or wrestling

D. any organised sports trip or tour whilst the Insured Person is playing (if the wintersports extension is stated in the policy certificate as being applicable) – this exclusion shall not apply in respect of amateur winter sports not otherwise excluded)

E. any variations thereof UNLESS declared to and accepted in writing by the Company

F. winter sports of any kind UNLESS stated in the policy certificate as being included in which case this insurance does not apply whilst the Insured Person is engaging in heli-skiing, ski-touring, ski-racing competitions and training thereof (other than properly supervised competitions organised and held on piste by a ski-school as part of their official course), freestyle skiing, ski jumping, ski flying, ski/snowboard-acrobatics, ski/snowboard-stunting, extreme skiing, snowboarding, skeletoning and luge or any variations thereof

3. A. The Company shall not be liable for:
   i. the failure or any consequence of the failure of the Legal Expenses Insurer or their servants or agents to satisfy in all or in part their obligations under Section 17 – Legal Expenses
   ii. any errors or omissions or any consequence thereof in the advice, service or assistance given by the Legal Expenses Insurer or their servants or agents in relation to the cover provided under Section 17 – Legal Expenses or the Legal Helplines

B. The Legal Expenses Insurer and/or their servants and agents shall not be liable for:
   i. the failure or any consequence of the failure of the Company or their servants or agents to satisfy in all or in part their obligations under this policy
   ii. any errors or omissions or any consequence thereof in the advice, service or assistance given by the Company or their servants or agents in respect of the cover provided under any Section other than Section 17 – Legal Expenses

4. The Company shall not be liable for any claim caused by or arising from the failure of the Company or their servants or agents to recognise or process any date as the true calendar date. This exclusion does not apply to Section 1 – Medical and Other Expenses other than Section 17 – Legal Expenses or the Legal Helplines

5. The Company shall not be liable for any claims arising directly or indirectly for Journeys that:
   A. if single trip cover is selected are expected to exceed 365 days duration where the Insured Person is aged under 71 years
   B. if annual multi trip cover is selected are expected to exceed 45 days duration (or 60 days duration if shown on the policy certificate as being applicable and the appropriate premium has been paid) where the Insured Person is aged under 71 years
   C. are expected to exceed 31 days duration where the Insured Person is aged 71 years or over

UNLESS declared to and accepted in writing by the Company.

6. Sanctions Limitation and Exclusion:
Your Insurers will not provide any cover or be liable to pay any claim or provide any benefit under this contract of insurance if the provision of such cover, payment of such claim or provision of such benefit would expose your insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
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B. the reasonable charges in the event of death occurring during the Operative Time of Cover of:
   i. burial or cremation of the Insured Person in the locality where death occurs not exceeding £1,000 in total or
   ii. transporting the Insured Person's remains or ashes to his/her home in the United Kingdom or the Channel Islands (excluding funeral or interment costs) not exceeding £5,000 in total subject to the prior approval of the Company

PROVIDED THAT:
1. cover under this sub-section 1 shall apply only in respect of journeys outside the United Kingdom except for residents of the Channel Islands where this cover will apply within the United Kingdom
2. the amount payable shall not exceed the amounts stated or £100,000,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
3. the Company reserves the right to repatriate to the United Kingdom or the Channel Islands where this cover will apply within the United Kingdom

4. i. the Company shall not be liable for the cost of:
   a. any medical, surgical or remedial treatment or any other costs:
      1. incurred following completion of such transfer
      2. which would have been incurred had such a transfer not been undertaken
   b. transferring the Insured Person more than once in respect of any one occurrence of bodily injury or illness
   ii. all costs incurred by the Assistance Company in returning:
      a. the Insured Person's personal baggage
      b. if applicable – the private motor vehicle driven by the Insured Person on the journey during which such accidental bodily injury or illness occurred

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHIC or contribution from the Insured Person’s private health insurance in which case PROVIDED THAT liability has been accepted by the Company for such reduced medical expenses the excess will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per Insured Person (£100 per Family).

2. Journeys within the United Kingdom
To pay up to:

A. £250 in total in respect of EMERGENCY medical and treatment expenses (including the cost of EMERGENCY dental treatment for the immediate relief of pain only but limited to £100 in total) necessarily and reasonably incurred within the United Kingdom on medical advice as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Operative Time of Cover

B. £10,000 in total in respect of reasonable accommodation and/or travelling and/or repatriation expenses to the Insured Person’s home or to the most suitable hospital or nursing home near to the Insured Person’s home within the United Kingdom (including reasonable and necessary additional accommodation and travelling expenses of one Relative or friend required on medical advice to stay or travel with the Insured Person or if you are a child and require an escort) necessarily and reasonably incurred on medical advice as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Operative Time of Cover

C. £1,000 in total in respect of reasonable charges for the cost of transporting the Insured Person's remains or ashes to the Insured Person’s home in the United Kingdom (excluding funeral or interment costs) in the event of death occurring during the Operative Time of Cover

D. £500 in total in respect of all reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the Insured Person to his/her home or place of business within the United Kingdom as a result of the sudden and unexpected death, serious injury or serious illness occurring during the Operative Time of Cover of the Insured Person’s Relative or Close Business Colleague

PROVIDED THAT:
1. cover under this sub-section 2 shall apply only in respect of journeys solely within the United Kingdom but for residents of the Channel Islands this sub-section will not apply and cover for journeys within the United Kingdom will be provided under sub-section 1
2. the amount payable shall not exceed the amounts stated or £10,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
3. the Assistance Company is notified PRIOR TO any arrangements being made and has authorised any costs to be incurred.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim hereunder.

Exclusions (also see General Exclusions on page 12)
This insurance does not cover:
1. any claim if the Insured Person travels against medical advice
2. the following costs and expenses unless they have been authorised by the Assistance Company:
   a. inpatient, hospital, clinic or nursing home expenses
   b. repatriation transportation or additional hotel or travel costs and expenses
   c. burial or cremation costs outside the United Kingdom or the Channel Islands
   d. Charges levied for services rendered or treatment received in the United Kingdom or the Channel Islands
3. any elective medical or dental treatment or exploratory tests
4. dental work involving precious material
5. treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the Insured Person to their home or place of business in the United Kingdom or the Channel Islands
6. medical, hospital or treatment expenses which the Insured Person knows at the time of departure on the journey will be required or required to be continued during the course of such journey
7. charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
8. medical expenses where the Insured Person elects to receive treatment in a private hospital where public funded hospital treatment or care is available.

Condition
It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the journey the Insured Person is first diagnosed as having a medical condition, the Insured Person must give details of the condition by calling the DTW1991 medical referral helpline on 01689 892 246 quoting reference DTW1991 Holiday Travel+. The Company reserves the right to impose special terms in the light of any such details disclosed.

Section 2 – UK Hospital Transfer and Additional Costs and Expenses
1. Hospital Transfer Expenses
If during the Operative Time of Cover the Insured Person sustains accidental bodily injury or suffers the onset of illness which during the Operative Time of Cover results in him/her being:
   a. repatriated to the United Kingdom or the Channel Islands by the Assistance Company and admitted as an inpatient or
   b. directly admitted as an inpatient at a hospital or nursing home within the United Kingdom or the Channel Islands but more than 35 miles from his/her home within the United Kingdom or the Channel Islands the Company will at the request of the Insured Person pay up to £5,000 in total in respect of:
      i. costs reasonably and necessarily incurred on behalf of the Company by the Assistance Company in transferring the Insured Person to the most suitable hospital or nursing home nearest to his/her home within the United Kingdom or the Channel Islands. Such costs to include the cost of medical, surgical or remedial treatment given or prescribed by a qualified medical practitioner and hospital and nursing home treatment and ambulance charges necessary to enable such transfer to be undertaken but without which such transfer could not be undertaken.

PROVIDED THAT:
1. such transfer is made with the consent of the qualified medical practitioner attending the Insured Person
2. in the professional opinion of the qualified medical practitioner attending the Insured Person and/or the Company’s medical advisers the Insured Person will remain continuously hospitalised for at least 72 hours following completion of such transfer
3. prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the Insured Person is to be transferred

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4. i. the Company shall not be liable for the cost of:
   a. any medical, surgical or remedial treatment or any other costs
      1. incurred following completion of such transfer
      2. which would have been incurred had such a transfer not been undertaken
   b. transferring the Insured Person more than once in respect of any one occurrence of bodily injury or illness

ii. all costs incurred by the Assistance Company in returning:
   a. the Insured Person’s personal baggage
   b. if applicable – the private motor vehicle driven by the Insured Person on the Journey during which such accidental bodily injury or illness occurred
   to the Insured Person’s home or place of business within the United Kingdom or the Channel Islands (whichever is reached first).

2. Return Home Costs
If during the Operative Time of Cover the Insured Person sustains accidental bodily injury or suffers the onset of illness which in the opinion of the qualified medical practitioner attending the Insured Person directly results in the Insured Person being physically unable to return for more than 72 hours after his/her scheduled date and time of return to his/her home or place of business within the United Kingdom or the Channel Islands by the same means of transport by which he/she undertook the Journey during which such accidental bodily injury or illness occurred the Company shall pay at the request of the Insured Person pay up to £2,500 in total respect of all costs reasonably and necessarily incurred:

A. with the authority of the Assistance Company in respect of the Insured Person’s additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such accidental bodily injury or onset of illness until the time of return to such home or place of business (whichever is reached first) within the United Kingdom or the Channel Islands

B. by the Assistance Company to return:
   i. the Insured Person
   ii. the Insured Person’s personal baggage
   iii. if applicable – the private motor vehicle driven by the Insured Person on the Journey during which such accidental bodily injury or illness occurred
to such home or place of business (whichever is reached first) within the United Kingdom.

3. Additional Expenses – Accompanying Travellers and Visiting Family
If during the Operative Time of Cover the Insured Person sustains accidental bodily injury or suffers the onset of illness which results in a valid claim under sub-section 1 or 2 of this Section the Company will pay up to:
A. £500 in total respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by any person or persons with whom the Insured Person was travelling on the Journey when such bodily injury or illness occurred PROVIDED THAT it would not have been necessary to incur such additional costs and expenses had such bodily injury or illness not occurred
B. £500 in total respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by the Insured Person’s parent(s) or legal guardian(s), partner or spouse or the children of either of them for the purposes of visiting the Insured Person whilst he/she remains in a hospital or nursing home within the United Kingdom or the Channel Islands as a direct result of such bodily injury or illness.

Conditions
1. As soon as is practicable after the occurrence of any accidental bodily injury or onset of illness which may be the subject of a claim under this Section the Insured Person shall place himself/herself under the care of a qualified medical practitioner whose advice he/she must follow.
2. All such additional travel, subsistence and accommodation expenses MUST be authorised by the Assistance Company prior to being incurred.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim hereunder.

Exclusions
(also see General Exclusions on page 12)
This insurance does not cover:
1. repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the Assistance Company
2. costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
3. all costs recoverable under Section 1 – Medical and Other Expenses.

Section 3 – Cancellation or Curtailment
To pay up to £5,000 in total in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the Insured Person for the Journey in respect of travel, accommodation, car hire and pre-booked excursions booked prior to the scheduled date of departure of such Journey and incurred as a result of the necessary and unavoidable cancellation or Curtailment of such Journey during the Operative Time of Cover due to:
1. the death, serious injury or serious illness occurring or manifesting itself during the Operative Time of Cover of the:
   A. Insured Person or
   B. person with whom the Insured Person is travelling or had arranged to stay or
   C. Relative or Close Business Colleague of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay
2. the insured Person or person with whom he/she had arranged to travel or stay being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payments law or compulsorily quarantined during the Operative Time of Cover
3. the Insured Person’s permanent home within the United Kingdom or the Channel Islands or the permanent home of the Insured Person or the Channel Islands of any person with whom the Insured Person is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date
4. the presence of the Insured Person or travelling companion being required by the police following burglary at his/her home or normal place of business in the United Kingdom or the Channel Islands

PROVIDED THAT at the time of effecting this insurance or booking the Journey the Insured Person was not aware of any reason why such Journey may have to be cancelled or curtailed.

Exclusions
(also see General Exclusions on page 12)
1. the death, serious injury or serious illness of any persons not specifically mentioned under sub-section 1 A, B or C of this section
2. Curtailment not notified to and authorised by the Assistance Company
3. the disinclination to travel of the Insured Person or any person with whom he/she is travelling.

Condition
It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the Journey:
1. the Insured Person or
2. person with whom the Insured Person is travelling or had arranged to stay or
3. Relative or Close Business Colleague of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay

is first diagnosed as having a medical condition, the Insured Person must give details of the condition by calling the DTW1991 medical referral hotline on 01689 892 246 quoting reference DTW1991 Holiday Travel. The Company reserves the right to impose special terms in the light of any such details disclosed.
Section 4 – Personal Accident

To pay to the Insured Person the applicable under mentioned benefits if during the Operative Time of Cover the Insured Person sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the Insured Person.

Benefit

1. Death – £25,000
2. Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibial joint) – £25,000
3. Loss of Sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
   A. in both eyes when the Insured Person’s name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist – £25,000
   B. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the Company is satisfied that the condition is permanent and without expectation of recovery – £25,000
4. Permanent Total Disablement – meaning total and permanent disablement which prevents the Insured Person from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the Company’s satisfaction to be beyond the hope of improvement – £25,000.

Conditions

1. The Company shall not pay more than one benefit in connection with the same accident.
2. In respect of any Insured Person under the age of 16 years at the time of bodily injury Benefi 1 Death – will be limited to £1,000.
3. In respect of any Insured Person(s) motorcycling as either a driver or a passenger the benefits will be limited to £5,000.

Section 5 – Personal Baggage

This section only applies if shown on Your policy certificate as being included. To pay up to £2,000 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to baggage (including clothing and personal effects, property worn or carried on the Insured Person, trunks, suitcases and like receptacles, pushchairs, pedal cycles and hand propelled wheelchairs all being the property of the Insured Person or wheelchairs being the property or responsibility of the Insured Person taken, sent in advance or purchased whilst on the Journey occurring during the Operative Time of Cover.

Provided That:

1. any loss of or damage to baggage occurring in transit is reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.
2. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them.

Section 7 – Loss of Passport

To pay up to £500 in total in respect of replacement cost of passport including reasonable additional accommodation and travel expenses incurred only by the Insured Person as a result of the loss of his/her passport occurring whilst outside the United Kingdom or the Channel Islands during the Operative Time of Cover.

Provided That:

1. upon discovery immediate notification shall be given to the nearest British Consulate or if not holding a British passport to the Insured Person’s nearest Embassy and a written report of the loss obtained from them.
2. when not being carried by the Insured Person the passport MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the Insured Person.

Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions (also see General Exclusions on page 12)

See Exclusions applicable to Sections 5, 6 and 7 on page 21.

Section 6 – Personal Money

This section only applies if shown on Your policy certificate as being included. To pay up to £500 in total in respect of accidental loss of personal Money owned solely by the Insured Person occurring during the Operative Time of Cover.

Provided That:

1. when not being carried by the Insured Person Money MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the Insured Person
2. all losses are reported to the police and a written report obtained from them within 24 hours of discovery and in respect of loss of travellers cheques and/or credit cards such loss is also reported to the appropriate issuing authority within 24 hours of discovery.
3. loss of pounds sterling currency is limited to the amount permitted by currency regulations in force at the date of the Journey but not exceeding the above limit.

Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions Applicable to Sections 5, 6 and 7 (also see General Exclusions on page 12)

This insurance does not cover:

1. loss, damage, theft or attempt thereof of:
   A. Money, credit cards, passport or personal baggage left unattended in the open or any public place.
   B. the Insured Person’s Valuables, Money, credit cards or passport from any Unattended Vehicle or from personal baggage unless carried by hand and under the personal supervision of the Insured Person.
   C. personal baggage from any Unattended Vehicle:
      i. between the hours of 8pm and 9am local time
      ii. at any other time unless:
         a. the vehicle has been secured from unauthorised entry and
         b. the personal baggage has been hidden from view and
         c. there is evidence of violent and forcible entry to or exit from the vehicle
   D. personal baggage from any roof rack, external rack or container
   E. mobile telephones
2. loss or damage caused by or arising from:
   A. delay, confiscation or detention by Customs or other officials or authorities
   B. fraud or deception
3. loss of or damage to:
   A. stamps, documents, contact or corneal lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories) or antiques
   B. sports equipment whilst in use
   C. business equipment, goods, samples or tools
4. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
5. shortages due to error, omission or depreciation in value
6. damage to brittle articles (including teeth or dentures).
7. damage to computer, radio or audio equipment (including discs, memory sticks or mp3 players), electronic games or e-books.

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Section 8 – Personal Liability
The Company will indemnify the Insured Person against Legal Liability for damages and Defence Costs in respect of:
1. accidental bodily injury to or death, disease or illness of any person
2. accidental physical loss or damage to material property caused by the Insured Person occurring during the Operative Time of Cover

PROVIDED THAT:
1. the Insured Person:
   A. forwards to the Claims Handler IMMEDIATELY upon receipt every letter, claim, writ, summons or process
   B. notifies the Claims Handler in writing when the Insured Person has knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any such accident
   2. no admission, offer, promise, payment or indemnity is given by or on behalf of the Insured Person without the written consent of the Company.
   3. in the event of the death of the Insured Person the Company will indemnify the legal personal representatives of the Insured Person as though they were the Insured Person but only in respect of liability insured by the Insured Person.

Limit of Indemnity
The liability of the Company under this Section for Damages and claimants' costs and expenses in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed £2,000,000 in total.

Excess
This insurance does not cover the first £50 per Insured Person.

Exclusions (also see General Exclusions on page 12)
See Exclusions applicable to Sections 11 and 12 on page 24.

Section 9 – Contingent Liability (Jet bikes, Jet skis)
Notwithstanding Exclusion 3.B.1 of Section 8 – Personal Liability the Company will indemnify the Insured Person within the terms of Section 8 – Personal Liability in respect of legal liability arising from the use of the Insured Person’s:
1. jet bike or jet ski not owned by him/her on inland waterways or coastal waters
2. snowmobile or skidoo not owned by him/her in circumstances where compulsory insurance or security is not required under any Road Traffic Act or similar legislation (if the wintersports extension is stated in the policy certificate as being included)

PROVIDED THAT:
1. there is no other insurance in force covering the same legal liability
2. no other insurance is available to the Insured Person at the time of hiring or borrowing such watercraft/vehicle to cover the Insured Person’s legal liability arising out of its use
3. the Insured Person is using such watercraft/vehicle with the permission of and in accordance with any instructions given by the owner or hirer or person loaning it to him/her
4. the Company shall not be liable for loss of or damage to such watercraft/vehicle and subject otherwise to the terms, conditions, provisions, limitations and exclusions of this policy.

Section 10 – Delayed Baggage
To pay up to £400 in total for the emergency purchase of essential items of clothing and personal requisites if during the Operative Time of Cover the Insured Person is deprived of his/her personal baggage taken on the Journey for 12 hours or more from the time of arrival at the pre-booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (e.g. airline) such payment being made at the rate of £100 for the first full 12 hour period plus £100 for the next full 12 hours and an additional £200 if the period reaches or exceeds 48 consecutive hours.

PROVIDED THAT:
1. the non-arrival of the Insured Person’s personal baggage is reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the Insured Person submits to the Company original receipts for all items purchased together with the carrier’s written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 11 – Travel Delay
To pay up to the limits shown below in total in respect of additional expenses incurred directly as a result of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown of the booked mode of transport resulting in a delay of at least 12 hours in the departure of any coach, train, sea vessel or aircraft in which the Insured Person is booked to travel during the Operative Time of Cover on any leg of the Journey.

<table>
<thead>
<tr>
<th>Period of Delay</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 hours</td>
<td>£50</td>
</tr>
<tr>
<td>24 hours</td>
<td>£100</td>
</tr>
<tr>
<td>48 hours or more</td>
<td>£200</td>
</tr>
</tbody>
</table>

The Company will pay the Insured Person £50 for the first 12 hours delay in any single leg of the Journey and £25 for each subsequent period of 12 hours delay in the same leg of the Journey and £25 for each period of 12 hours delay on any subsequent leg of the Journey subject to an overall maximum payment of £400 for all legs of the Journey.

1. Compensation
   The Company will pay the Insured Person up to £1,000 (or 100% of the final invoiced cost of the Journey whichever is less) in respect of reasonable additional and otherwise irrecoverable travel expenses which the Insured Person necessarily and reasonably incurs during the Operative Time of Cover to purchase a ticket for an alternative Journey to reach his/her overseas destination or return from his/her overseas destination to his/her home or place of business within the United Kingdom or the Channel Islands from such overseas destination as a consequence of:
   1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the Period of Insurance and causing interruption of scheduled public transport services PROVIDED THAT no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the Journey or commencement of the Period of Insurance
   2. accident or mechanical failure of the private motor vehicle in which the Insured Person is travelling PROVIDED THAT the private motor vehicle has been insured in accordance with the manufacturer’s recommendations

PROVIDED THAT in respect of 1. Compensation and
2. Cancellation:
1. the Insured Person obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the itinerary and the reasons for such delay
2. no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section has been given prior to booking the Journey or commencement of the Period of Insurance (whichever is the later)
3. in respect of sub-section 2 Cancellation – if any part of the Journey has been booked using incentive, gift or promotional vouchers or points the Company will have the option to replace such items with alternative vouchers or to pay for the equivalent replacement travel or accommodation or pay the cash equivalent thereof.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of sub-section 2 Cancellation for each separate incident giving rise to a claim.

1. accident, bodily injury to or death, disease or illness of any person
2. accidental physical loss or damage to material property caused by the Insured Person occurring during the Operative Time of Cover

Exclusions (also see General Exclusions on page 12)
See Exclusions applicable to Sections 11 and 12 on page 24.

Section 12 – Missed Departure
To reimburse the Insured Person up to £1,000 (or 100% of the final invoiced cost of the Journey whichever is less) in respect of reasonable additional and otherwise irrecoverable travel expenses which the Insured Person necessarily and reasonably incurs during the Operative Time of Cover to purchase a ticket for an alternative Journey to reach his/her overseas destination or return from his/her overseas destination to his/her home or place of business within the United Kingdom or the Channel Islands from such overseas destination as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the Period of Insurance and causing interruption of scheduled public transport services PROVIDED THAT no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the Journey or commencement of the Period of Insurance
2. accident or mechanical failure of the private motor vehicle in which the Insured Person is travelling PROVIDED THAT the private motor vehicle has been insured in accordance with the manufacturer’s recommendations
Section 13 – Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit
To pay to the Insured Person £50 for each full period of 24 hours during the Operative Time of Cover that he/she:
1. spends in hospital as an inpatient or is confined to his/her room on the orders of a qualified medical practitioner as a result of physical medical incapacity (other than over exposure to the natural elements)

PROVIDED THAT:
A. the Company has accepted liability under Section 1 – Medical and Other Expenses – covers A or B for the costs of such hospitalisation or consultation with a qualified medical practitioner or treatment received from a qualified medical practitioner or would have accepted liability for such costs had they been incurred outside of the United Kingdom or the Channel Islands or were it not for the Excess under that Section of this policy
B. the Insured Person provides the Company within 30 days of returning from the Journey with a medical certificate confirming the period he/she was hospitalised or confined to his/her room and the cause of such hospitalisation or confinement in the event that the Insured Person is hospitalised as a direct result of malicious and unprovoked assault by any person or persons not known to him/her this benefit will be doubled

PROVIDED THAT the Insured Person reports the matter to the police IMMEDIATELY he/she is able to do so and provides the Company within 30 days of returning from the Journey with a police report confirming such

Section 14 – Catastrophe
To pay to the Insured Person £50 for each full period of 24 hours up to a maximum of £500 in total in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by the Insured Person as a result of being forced to move from the accommodation booked in advance for the Journey following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the Operative Time of Cover

Section 15 – Loss of Pet Documentation
To pay up to £500 in total in respect of replacement costs and reasonable additional accommodation, quarantine, storage and travel expenses incurred by the Insured Person as a direct result of the loss of pet travel documentation in respect of any pet covered by such scheme owned by the Insured Person and which had accompanied him/her on the Journey and occurring whilst the Insured Person is outside the United Kingdom or the Channel Islands during the Operative Time of Cover.

PROVIDED THAT:
1. upon discovery immediate notification shall be given to the carrier and if necessary the appropriate issuing authorities and all reasonable steps taken to obtain duplicate copies without undue delay
2. when not being carried by the Insured Person all pet travel documentation is kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the Insured Person
3. no claim shall be payable unless the Insured Person can provide proof that as at the intended date of return to the United Kingdom or the Channel Islands the pet travel documentation was not lost it would have been valid, complete and would in the ordinary course of events have enabled the applicable pet to enter and stay within the United Kingdom or the Channel Islands without additional quarantine or restriction.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions applicable to Sections 11 and 12
(also see General Exclusions on page 12)
This insurance does not cover claims arising if the Insured Person fails to:
1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport upon which he/she was booked to travel on his/her
2. final international departure on the outbound Journey from the United Kingdom or Channel Islands.
3. for Northern Ireland residents final international departure on the outbound Journey from an airport in Republic of Ireland to a destination outside the United Kingdom.
4. for Northern Ireland residents final international departure on the return Journey to an airport in Republic of Ireland from a destination outside the United Kingdom.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions applicable to Sections 11 and 12
(also see General Exclusions on page 12)
This insurance does not cover claims arising if the Insured Person fails to:
1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport upon which he/she was booked to travel on his/her
2. final international departure on the outbound Journey from the United Kingdom or Channel Islands.
3. for Northern Ireland residents final international departure on the outbound Journey from an airport in Republic of Ireland to a destination outside the United Kingdom.
4. for Northern Ireland residents final international departure on the return Journey to an airport in Republic of Ireland from a destination outside the United Kingdom.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions applicable to Sections 11 and 12
(also see General Exclusions on page 12)
This insurance does not cover claims arising if the Insured Person fails to:
1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport upon which he/she was booked to travel on his/her
2. final international departure on the outbound Journey from the United Kingdom or Channel Islands.
3. for Northern Ireland residents final international departure on the outbound Journey from an airport in Republic of Ireland to a destination outside the United Kingdom.
4. for Northern Ireland residents final international departure on the return Journey to an airport in Republic of Ireland from a destination outside the United Kingdom.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions applicable to Sections 11 and 12
(also see General Exclusions on page 12)
This insurance does not cover claims arising if the Insured Person fails to:
1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport upon which he/she was booked to travel on his/her
2. final international departure on the outbound Journey from the United Kingdom or Channel Islands.
3. for Northern Ireland residents final international departure on the outbound Journey from an airport in Republic of Ireland to a destination outside the United Kingdom.
4. for Northern Ireland residents final international departure on the return Journey to an airport in Republic of Ireland from a destination outside the United Kingdom.

Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions applicable to Sections 11 and 12
(also see General Exclusions on page 12)
This insurance does not cover claims arising if the Insured Person fails to:
1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport upon which he/she was booked to travel on his/her
2. final international departure on the outbound Journey from the United Kingdom or Channel Islands.
3. for Northern Ireland residents final international departure on the outbound Journey from an airport in Republic of Ireland to a destination outside the United Kingdom.
4. for Northern Ireland residents final international departure on the return Journey to an airport in Republic of Ireland from a destination outside the United Kingdom.
Section 17 – Legal Expenses

Important – DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under this section of your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS agrees to provide the insurance described in this Section 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 Operative Time of Cover
3. any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Geographical Limits, and
4. the Insured Incident happens within the Geographical Limits.

What DAS will pay

DAS will pay an Appointed Representative, on behalf of the Insured Person, 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 at the same time or from the same originating cause is £50,000
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 we 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.

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).

DAS Legal Expenses Insurance Company Limited.

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 certificate 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 Standard Service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

For civil cases, 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%.

Exclusions (also see General Exclusions on page 12)

DAS will not pay for the following:

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. any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.

5. 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.

6. defending an Insured Person’s legal rights, but DAS will cover defending a counterclaim.

7. any claim relating to clinical negligence.

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. Any claim relating to written or verbal remarks that damage an Insured Person’s reputation.

11. A dispute with DAS not otherwise dealt with under section condition 7.

12. Costs and Expenses arising from or relating to judicial review, coroner’s request or fatal accident inquiry.

13. A claim caused by, contributed to by or arising from:

a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15. Any Costs and Expenses that are incurred where the Appointed Representative handles the claim under a contingency fee arrangement.

16. A claim against DTW 1991 Underwriting Limited, its group companies or its agents.


18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an Insured Person travelling by air.

19. Any claim where the Insured Person is not represented by a law firm or barrister.

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 their 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 we 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. 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. 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 legal costs.

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 on behalf of an Insured Person. 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.

d. Where a settlement is made on a without costs basis DAS will decide what proportion of that settlement will be regarded as Costs and Expenses payable to DAS.

4. An Insured Person must instruct the Appointed Representative to have legal costs 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 and jury service expenses that DAS have to pay and must pay 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 provided 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 an Insured Person and DAS about the handling of a claim and it is not resolved through DAS’ internal complaints procedure, an Insured Person can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by DAS and an Insured Person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.

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 its discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, 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.

Where the above circumstances apply, as part of DAS fraud prevention measures DAS will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

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 relating to Your Journey, under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

An Insured Person can contact DAS’ UK-based call centres 24 hours a day, seven days a week. However, DAS may need to call the Insured Person back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If an Insured Person calls outside these times, DAS will call the Insured Person back.

To help check and improve service standards, DAS records all inbound and outbound calls.

To contact the above service, phone DAS on +44 (0) 117 934 2111. When phoning, please quote Your policy number and reference: TV1/685409-DTWV1999.

DAS will not accept responsibility if the Helpline Service fails for reasons DAS cannot control.

Section 18 – Financial Failure Insurance

To pay up to £5,000 in total in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid by the Insured Person for the Journey booked prior to the scheduled date of departure of such Journey and incurred as a result of:

1. insolvency of the car ferry, coach operator, car hire company, caravan site, campsite, camper rental, Eurotunnel, mobile home, hotel, safari, scheduled airline, train operator or theme park such as Disney Land all known as the End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure or
2. for insolvency after departure:
   i. additional pro rata costs incurred by the Insured Person(s) to replace that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements or
   ii. if Curtailment of the holiday is unavoidable – the cost of return transportation to the United Kingdom or Channel Islands to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements

Provided That in the case of 2.i. and 2.ii. above the Insured Person(s) have obtained the approval of the Assistance Company PRIOR TO the Insured Person incurring the relevant costs.

Exclusions (see also General Exclusions on page 12)

1. The Company shall not be liable for more than £5,000 or the otherwise irrecoverable loss of deposits, instalments and balances paid (whatever is less) prior to the scheduled date of departure of such Journey

2. Cover under this Section shall not apply in respect of Curtailment not notified to and authorised by the Assistance Company

3. The Company shall not be liable for the Financial Failure of:

   i. any travel or accommodation provider in administration, Chapter 11 bankruptcy or any threat of or has applied for insolvency being known at the Date of Issue of this policy or booking of this Journey, whichever is later
   ii. any travel or accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
   iii. any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation

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

5. Any losses that are not directly associated with the incident that caused You to claim. For example, loss due to being unable to reach Your pre-booked accommodation following the financial failure of an airline.
6. any claim(s) submitted after the six months following the financial failure of the end supplier

Leisure Holiday Activities Covered (excluding organised sports trips or tours or engaging in any activity as a professional or where Insured Person receives any financial reward or gain)

In respect of each Insured Person the following activities are covered if incurred on an incidental basis as part of their leisure holiday during the Period of Insurance:

- Abseiling, angling, aerial safaris with licensed operator, archery (properly supervised), badminton, balcony boating, beach, tennis, bowls, bug-eye jumping with a licensed operator, camel riding, clay pigeon shooting (under supervision), cricket, croquet, curling, cycling (excluding BMX stunt riding), deep sea fishing, elephant riding/trekking (supervised), fencing, fell running, fell walking, fishing, football (amateur), gliding, go karing, golf, gymnastics (non-competitive), hang gliding (tandem with licensed organisation), high diving (from a purpose built diving board over a man made pool), high ropes (through a licensed operator), hiking (established, documented, paths/tracks/mapped routes) hockey, hot air ballooning, horse riding (protection headgear to be worn, excluding jumping trials, hunting, jumping and competitive riding), ice skating, jet boating (as a passenger), jet skiing, marathon running, mountain biking (protection headgear to be worn and excluding competitions and extreme downhill mountain biking), netball, paragliding (tandem with licensed organisation), parasailing (towed by boat), parachuting (static line or tandem with licensed organisation excluding sky diving), pedal/polo, pony trekking (protective headgear to be worn), quad biking (protective headgear to be worn and booked with licensed operator), river canoeing, kayaking and rafting (in calm water not sea or white water above grade 3), rambling, roller blading, rounders, rowing, rugby, safaris (provided that the Insured Person will not be using a firearm), sail boarding, sailing and yachting (inshore/coastal waters – within 12 miles of coastline), scuba diving (as long as not flying within 24 hours of last dive) up to a depth of 10 metres as standard or up to a depth of 30 metres maximum (as long as PADI qualified or equivalent to that depth), sand surfing, sand safaris, skiing, sking diving, snorkelling, soccer, squash, surfing, swimming, table tennis, tennis, ten pin bowling, tennis, trekking (established, documented, paths/tracks/mapped routes with a professional local guide) tug-of-war, underground activities (as part of an organised excursion or tour), via ferrata, volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

If you have opted for the Optional Wintersports Extension, cover under this will also include:

- bob sleighing, cross country skiing (on recognised paths), curling, ice hockey (other than on an indoor ice rink), off piste skiing (in areas considered safe by the ski resort management or local ski school), horse sledding (as a passenger booked with a licensed organisation), ski boarding, skidoosing, sledding, sleigh riding (with a licensed operator), snowboarding, snowshoeing, snow skiing and snowmobiling.

There is no cover under Section 8 – Personal Liability for jet skiing, sailing and yachting, skidoosing, snowmobiling or when using any form of motorised vehicle.

Optional Wintersports Extension

The following Sections 19, 20, 21 and 22 only apply if wintersports extension is shown in Your policy certificate as being included.

Helpful Hints for Your Winter Sports Journey

1. Whilst skiing is fun there are rules and regulations that apply and You can be prosecuted for behaving in a reckless or dangerous manner. You should read and understand the 10 International Ski Federation (FIS) rules for the Conduct of Skiers and Snowboarders.

2. If You are not skiing with an instructor or guide You should check that the area You wish to ski in is suitable for a skier of Your level – obtain advice from the local ski school.

NEVER SKI IN CLOSED AREAS – IT IS EXTREMELY DANGEROUS AND INSURANCE COVER MAY BE INVALIDATED.

3. When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs – ‘mix and match them’ as thieves prefer only to take pairs.

Section 19 – Ski Equipment

To pay up to £750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to Ski Equipment being the property or responsibility of the Insured Person occurring during the Period of Cover.

PROVIDED THAT:

1. the Company shall not be liable for more than:
   A. £300 in total in respect of Ski Equipment hired by or to the Insured Person
   B. £500 in total in respect of any one article, pair or set irrespective of single or joint ownership

2. the Company shall have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question.

Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim hereunder.

Exclusions (also see General Exclusions on page 12)

This insurance does not cover:

1. Loss or damage caused by or arising from:
   A. delay, confiscation or detention by Customs or other officials or authorities
   B. fraud or deception.
2. Loss of or damage to sports equipment whilst in use.
3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
4. Shortages due to error, omission or depreciation in value.

5. This insurance does not cover:
   A. theft or attempt thereof of Ski Equipment from a Hired Vehicle:
      i. between the hours of 8pm and 9am local time
      ii. at any other time unless such vehicle has been secured from unauthorised entry and the Ski Equipment is:
         a. hidden from view within the vehicle or
         b. secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means
   B. theft or loss of Ski Equipment not reported to the local police within 24 hours and a written report obtained from them.

Section 20 – Ski Equipment Hire Charges

To pay up to £400 in total in respect of the reasonable and necessary charges for the emergency hire of Ski Equipment if during the Operative Time of Cover.

PROVIDED THAT:

1. the non-arrival of the Insured Person’s Ski Equipment is reported IMMEDIATELY to the carrier (or if unavailable – the ski lift operators) of the dates up to the maximum £300 stated above.

2. the Insured Person submits to the Company the receipts for all hire charges together with the carrier’s written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 21 – Piste Closure

IMPORTANT this Section is only valid for journeys during peak season for the ski resort the Insured Person is skiing/snowboarding in.

To pay up to £300 in total if during the Operative Time of Cover it is not possible for the Insured Person to ski in the resort to which he/she had pre-booked to travel and in which he/she had intended to ski due to the total closure of all on piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche such payment being in respect of:

1. the cost of transfer to an alternative ski area up to a maximum of £20 per day for each full day that the Insured Person is unable to ski in such resort plus up to £20 per day for the purchase of a lift pass or if no alternative on piste skiing areas are available.

2. compensation at the rate of £30 per day for each full day that the Insured Person is due to ski in such resort but is unable to do so as a result of such total closure of all on piste skiing facilities up to the maximum £300 stated above PROVIDED THAT the Insured Person provides the Company within 30 days of returning from the Journey with written confirmation from the tour operator’s representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities.

Section 22 – Unused Ski Pack

To pay up to £500 in total in respect of the proportionate return of the irrevocable pre-booked cost of the lift pass, ski school or Ski Equipment hire as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Operative Time of Cover which prevents him/her from using skiing facilities whilst certified medically unfit to do so PROVIDED THAT the Company has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the United Kingdom or the Channel Islands or outside the EEC and not for the Excess under that Section of this policy.

Optional Golf Cover Extension

The following Sections 23, 24 and 25 only apply if Golf Cover extension is shown in Your policy certificate as being included.
Section 23 – Golf Equipment

To pay up to £1,000 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss or damage to Golf Equipment being the property or responsibility of the Insured Person occurring during the Operative Time of Cover.

PROVIDED THAT:

1. the Company shall not be liable for more than:
   A. £100 in total in respect of Golf Equipment hired by or to the Insured Person
   B. £800 in total in respect of any one article, pair or set irrespective of single or joint ownership

2. the Company shall have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question.

Exclusions

This insurance does not cover the first £50 per Insured Person (£100 per family) in respect of each separate incident giving rise to a claim hereunder.

Exclusions (also see General Exclusions on page 12)

See Exclusions applicable to Sections 23 and 24 on page 32.

Section 24 – Golf Equipment Hire Charges

To pay up to £200 in total in respect of the reasonable and necessary charges for the emergency hire of Golf Equipment during the Operative Time of Cover the Insured Person is deprived of their own Golf Equipment taken on the Journey as a result of such owned Golf Equipment being lost, stolen, damaged or delayed on the outward leg of the Journey.

PROVIDED THAT:

1. the non-arrival of the
2. the outward leg of the
3. Loss or damage to sports equipment whilst in use.
4. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
5. Theft or attempt theft of Golf Equipment left unattended in a public space
6. Theft or attempt theft of Golf Equipment from any Unattended Vehicle:
   i. between the hours of 6pm and 11pm local time
   ii. at any other time unless such vehicle has been secured from unauthorised entry and the Golf Equipment is hidden from view within the vehicle and there is evidence that such theft involved violent and forcible means
7. theft or loss of Golf Equipment not reported to the local police within 24 hours and a written report obtained from them.

Section 25 – Unused Green Fees

To pay up to £300 in total in respect of the proportional return of the irrecoverable pre-booked cost of the green fees as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Operative Time of Cover which prevents him/her from playing golf at a pre-booked course whilst certified medically unfit to do so.

PROVIDED THAT the Company has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the United Kingdom or were it not for the Excess under that Section of this policy.

Exclusions (see also General Exclusions on page 12)

This insurance does not cover green fees recoverable from someone or somewhere else.

How to Make a Claim

If there are any circumstances which may give rise to a claim under this policy the Insured Person (or his/her legal or personal representatives) must in respect of any claim:

1. other than a claim under Section 17 – Legal Expenses, contact the Claims Handler as soon as practically but in any event within 30 days of such circumstances arising (or within 30 days of returning from the Journey if such circumstances arise during the Journey).

Contact details:
Insurex Administration Services Limited
P.O. Box 9, Mansfield, Notts. NG19 7BL
Telephone: 01623 683 585

For Section 17 – Legal Expenses – please contact DAS Legal Expenses Insurance Company Limited on +44(0)117 934 0533, stating the nature of your claim and reference TV1/685409/DTW1991.

DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, DAS will give you a claim reference number. At this point DAS will not be able to tell you whether you are covered but will pass the information you have given to the DAS claims handling team what to do next.

If you prefer to report your claim in writing, you can send it to:

The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or you may email your claim to newclaims@dascouk.co.uk. Please do not ask for help from a lawyer or anyone else before DAS has agreed. If you do, DAS will not pay the costs involved even if DAS accept the claim.

2. complete and return the claim form together with all original receipts, reports and evidence requested on the claim form.

All claims must be substantiated by original receipts, valuations, medical, police or other report(s) as applicable.

Please note that in certain circumstances more immediate action is required to ensure that your claim is not prejudiced i.e.

1. Cancellation Claims – notification of cancellation of the Journey must be given;
   A. verbally or in writing to the Claims Handler
   B. in writing to the tour operator or travel agent in respect of journeys not arranged via a tour operator or travel agent to the accommodation and transport providers

IMMEDIATELY the circumstances giving rise to the claim occur

2. Curtailment Claims – notification of Curtailment of the Journey must be given to the Assistance Company PRIOR TO departing to return home

3. Delayed Baggage (and/or Ski Equipment) Hire Charges if applicable – Claims – the non-arrival of the Insured Person’s baggage (and/or Ski Equipment if applicable) must be reported IMMEDIATELY to the carrier and a written report (or in the case of an airlift a Property Irregularity Report) obtained from them.

4. Medical Expenses Claims – the Assistance Company must be notified PRIOR TO;
   A. the Insured Person being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then you must contact the Assistance Company as soon as possible after being admitted
   B. any repatriation arrangements being made
   C. burial, cremation or transportation of the Insured Person’s body
   D. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2.

For assistance telephone: +44 (0)20 7902 7123 or Facsimile: +44 (0)20 7928 4748 or email: ops@specialty-assist.com

When contacting the Assistance Company please advise them that you are insured under scheme reference DTW1991 Holiday Travel+ and quote the policy number stated in the policy certificate

5. Missed Departure Claims – the Insured Person must check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain;
   A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
   B. a repairer’s report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the Insured Person was travelling
6. **Money and/or Valuables Claims** – all losses of **Money** and/or **Valuables** MUST be reported to the police within 24 hours of discovery and a written report obtained from them. Loss of travellers cheques and credit cards MUST be reported to the appropriate issuing authority within 24 hours of discovery.

7. **Passport Claims** – loss of passport MUST be notified IMMEDIATELY on discovery to the nearest British Consulate (or if not holding a British passport to the Insured Person’s nearest Embassy) and a written report of the loss obtained from them.

8. **Personal Baggage (and/or Ski Equipment if applicable) Claims** – loss or damage occurring in transit MUST be reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

All other losses MUST be reported to the local police within 24 hours of discovery and a written report obtained from them.

9. **Personal Liability Claims** –

   DO NOT admit liability or offer or promise any payment or indemnity.

   DO
   
   A. forward to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process.
   
   B. notify the **Claims Handler** in writing IMMEDIATELY You have knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any accident that may result in a claim.

10. **Piste Closure Claims** – You MUST provide the **Company** within 30 days of returning from the **Journey** with written confirmation from the tour operator’s representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities.

11. **Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit Claims** – You MUST provide the **Company** within 30 days of returning from the **Journey** with the appropriate medical certificate/police report/written evidence.

12. **Travel Delay Claims** – the **Insured Person** MUST obtain written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the **Insured Person** was booked to travel and the reason for such delay.

   PLEASE REFER to the appropriate section for full details.

   You must also:
   
   – Give all information and assistance that the Insurers may require.
   – Comply with all reasonable deadlines set by the Insurers.
   – Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance.

Failure to comply with the terms of this policy may prejudice any claim.