

**Greenbank Holidays Limited T/A Eurocamp T/A Eurocamp Independent T/A Select Sites**

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**Status Disclosure Information**

The Financial Conduct Authority (FCA) is the independent regulator of financial services. Use this information to decide if our services are right for you.

Greenbank Holidays Limited T/A Eurocamp T/A Eurocamp Independent T/A Select Sites is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts.

Greenbank Holidays Limited T/A Eurocamp T/A Eurocamp Independent T/A Select Sites only offer Excess Reimbursement Insurance, Connected Travel Insurance and Motor Breakdown Insurance (Travel) from single insurers.

Details of insurers may be provided on request.

We do not charge fees for our insurance related services. We may receive a commission from the product provider.

We hold any insurance money (premiums, refunds or claims money) as the agent of the insurer under a risk transfer agreement.

**You WILL NOT receive advice or a recommendation from us for insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.**

We always aim to provide a first class service, however if you have any cause for complaint any enquiry can be raised by either email, in writing or by telephoning The Compliance Officer, ITC Compliance Limited, Monarch Court, Emersons Green, Bristol, BS16 7FH, [complaints@itccompliance.co.uk](mailto:complaints@itccompliance.co.uk), 0845 177 22 66. Should you remain dissatisfied you have the right to ask the Financial Ombudsman Service to review your case. You should write to The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567. You may be entitled to compensation should we be unable to meet our liabilities as an insurance intermediary under the Financial Services Compensation Scheme. Your entitlement to compensation will depend upon the type of business and the circumstances of your claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit or for compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from FSCS.

Details of ITC Compliance Limited's authorisation can be confirmed by contacting the FCA on 0300 500 8082 or by visiting the FCA's website <http://www.fca.org.uk/register>.

**Demands And Needs****Statement Travel Insurance**

This travel insurance policy will suit the Demands and Needs of an individual, or group (where applicable) who have no pre-existing medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the financial impact of specified unforeseen circumstances/events relating to or occurring during their trip. Subject to policy exclusions, terms, conditions and maximum specified claim limits; full details of which may be found in your policy booklet. If you do not have one of these please ask for a copy to aid you in making your own informed buying decision.

**Motor Breakdown**

This insurance will suit the Demands and Needs of an individual wishing to insure themselves against unforeseen costs following the breakdown of a vehicle. Subject to policy exclusions, terms, conditions and maximum specified claim limits; details of which may be found in your policy booklet. If you do not have one of these please ask for a copy to aid you in making your own informed buying decision.

**Excess Reimbursement Insurance**

This insurance will suit the Demands and Needs of an individual wishing to insure themselves against unforeseen excess charges following an insured incident. Subject to policy exclusions, terms, conditions and maximum specified claim limits; details of which may be found in your policy booklet. If you do not have one of these please ask for a copy to aid you in making your own informed buying decision.

**Important Information**

You may already possess alternative insurance(s) for some or all of the features and benefits provided by products purchased; it is your responsibility to investigate this. We will not provide you with advice about the suitability of this product for your individual needs but we will be happy to provide you with factual information to assist you in making

an informed buying decision.

All policies have exclusions and restrictions to them. It is very important that you read and understand these and only purchase the policy if you are happy that you and (where applicable) every member of your party meet the eligibility criteria: Specifically for travel our policy may NOT be applicable for you if:

- You are over the maximum specified age at the time of your trip
- You have pre-existing medical conditions

Examples of these and other conditions and restrictions and what to do if you are unsure about any aspect of an exclusion are contained within your policy information.

If after purchasing a policy should you find it does not meet your requirements you have 14 days from the date of issue, or prior to travel (whichever is sooner) to cancel the policy.

If you do decide to cancel your money will be refunded in full, provided no claims have been made or incident likely to give rise to a claim has arisen.

Travel policies will not cover travel to areas where the Foreign and Commonwealth Office has advised against 'all travel'. If you are not sure whether there is a travel warning for your destination, please check with the Foreign and Commonwealth Office (phone **020 7008 1500** or visit their website at **www.fco.gov.uk**).

It is your responsibility to do this and no information or guidance will be provided by ourselves in this regard.

#### *Confidentiality and Data Protection*

Your information will only be disclosed/provided to third parties for the purposes of providing, arranging, administering and renewing insurance contract(s) and for the purposes of monitoring and/or enforcing compliance with insurance regulatory rules/codes. For full details of where your information will be sent and the purpose of such data transfer, please ask us.

I have read and understand the above information and confirm that I have been provided with the a copy of this document together with all relevant policy documentation to enable me to make an individual informed buying decision based on my own personal circumstances and the merits of the policy. This buying decision was my own and I did not receive a personal recommendation or advice from Greenbank Holidays Limited T/A Eurocamp T/A Eurocamp Independent T/A Select Sites.

**Please keep this page with your insurance policy documents.**

If you are intending to purchase an insurance product you confirm that you did not receive any recommendation or advice from us regarding the suitability of the product for your circumstances; that you have received the documentation below \* and had the opportunity to review and question any items that may be unclear to you and that you have made an individual informed buying decision based on your own personal circumstances and the merits of the policy:

- This document (status disclosure)
- A policy booklet or similar, detailing policy terms, conditions, exclusions and your cancellation rights
- Price information including all applicable taxes and where applicable interest payments

If you have not had access to these documents please ask a member of staff who will be happy to assist.



Select Sites

2015  
insurance  
policy  
document

Please keep this safe as you will need it in the event of a claim.

# Insurance Helpline Numbers

## Travel Insurance

**ERV Travel Helpline** +44 (0) 1403 788515

**ERV Emergency Assistance Helpline** +44 (0) 1273 624 661

Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

Website: [www.maydayassistance.com](http://www.maydayassistance.com)

**ERV Claims Service** +44 (0) 1403 788515

Email: [travelclaims@erv.co.uk](mailto:travelclaims@erv.co.uk)

Website: [www.erv.co.uk](http://www.erv.co.uk)

**DAS Legal Costs and Expenses Claims Helpline** +44 (0) 117 933 0625

## Continental Motoring Assistance

**Vehicle Assistance** +44 (0) 1444 830012

**Legal Assistance** +44 (0) 117 934 2000

When calling any of the above numbers please have your holiday reference number to hand as this acts as your policy number.

# Eurocamp Independent travel insurance policy 2015

Valid for trips completed on or before 31st December 2015.

Provided you have paid the appropriate premium as shown on your booking invoice, you are covered in accordance with the full wording shown herein up to the limits indicated below. The limits apply per person for each separate trip unless otherwise stated. The excesses apply for each person and each section of each claim unless otherwise stated.

Benefits schedule	Standard	Plus
1. Medical emergency & repatriation	£2,500,000*	£5,000,000*
2. Emergency dental treatment	£250	£250
3. Additional accommodation & travelling costs	£750	£1,000
4. Hospital daily benefit (amount per day)	£300 (£25)	£600 (£50)
5. Cancellation, curtailment & trip interruption	£2,500**	£5,000
6. Travel delay (a) after 12 hrs delay (b) each 12 hrs thereafter (c) max abandonment (after 12 hours)	(a) £20 (c) £10 (c) £100 £2,500**	(a) £20 (c) £10 (c) £200 £5,000
7. Missed departure	£300	£600
8. Personal luggage - overall limit (£500 for under 18's) <i>maximum per item, pair or set</i> <i>total limit for all valuables (£100 for under 18's)</i> <i>tents and camping equipment</i>	£1,500* £200 £400 £1,000	£2,500 £250 £500 £1,000
9. Luggage delay - after 12 hours/after 48 hours	£50/£100	£50/£100
10. Money & passport <i>money (£50 for under 18's)</i> <i>loss of passport</i>	£300* £250*	£300 £500
11. Personal liability (per policy)	£1,000,000***	£2,000,000
12. Personal accident - loss of sight, limb(s) or permanent total disablement <i>maximum payable in the event of death</i> <i>maximum payable in the event of death if under 18 or over 65</i>	£10,000 £5,000 £1,000	£20,000 £10,000 £1,000
13. Legal costs and expenses (per trip)	£10,000***	£20,000
14. Pet cover (amount per day)	N/A	£100 (£20)
<b>Excesses</b>	* £50 per person ** £50 per person or £100 per party *** £100 per person	Nil
<b>Policy features</b>		
Maximum age at date of departure	80 (85 years if appropriate premium paid)	
Maximum period per trip	91 days	

## Introduction to your policy

This policy document provides you with the terms, conditions and exclusions of the insurance cover, together with information that will help you in the event of an emergency.

The policy contains different levels of cover, some of which do not apply unless you have paid the appropriate additional premium. Conditions and exclusions will apply to individual sections of your policy while general exclusions, conditions and notes will apply to the whole of your policy.

This policy is arranged by Greenbank Holidays Ltd which is an Appointed Representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (FCA).

Please read this document very carefully to ensure you understand the extent of the cover and assistance services, exactly what is and is not covered, the conditions of cover, and that this meets your requirements.

**Your holiday reference number acts as your policy number.**

Please keep this document in a safe place and take it with you when you travel in case you need assistance or need to make a claim. If you have any questions or are in any doubt about the cover provided please call our travel helpline on **01403 788515**.

## Your travel policy

ERV will provide the services and benefits described in this policy;

- during the period of insurance.
- within the territorial limits.
- subject to the amounts shown in the benefits schedule and all other terms, conditions and exclusions contained in this policy.
- to persons who permanently reside in the UK area, Channel Islands or the Isle of Man and have not spent more than 6 months abroad in the 12 months prior to purchasing this policy.
- following payment of the appropriate premium for the level of cover selected.

## Cooling off period

You have the right to cancel your policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. Provided you have not made, or intend to make, a claim, we will refund you any premium you have paid and will recover from you any payments we have made.

## Declaration

### Important questions relating to health, activities and the acceptance of your insurance

Please consider these questions very carefully in relation to you and your travelling companions to be insured by us and others upon whose health your trip may depend.

1. Do you have any undiagnosed symptoms that require attention or investigation in the future (symptoms for which you are awaiting investigations/consultations, or awaiting results of investigations, where the underlying cause has not been established)?

Yes

We will not pay for any claim related directly or indirectly to symptoms requiring investigation.

No

2. Have you undergone, or will you undergo, treatment as a hospital in-patient within the 3 months prior to the date of departure?

Yes

You must obtain a certificate of fitness from your doctor before travelling to confirm your ability to travel and endure the trip.

No

3. Are you travelling or planning to travel against the advice of a medical practitioner or with a view to obtaining medical treatment?

Yes

No insurance is available under this policy.

No

4. Are you aware that a relative or travelling companion who is not insured under this policy, or someone with whom you are going to stay;

- a. has received a terminal diagnosis?
- b. is on a waiting-list, or needs surgery, inpatient treatment or investigation at any hospital or clinic?
- c. has required surgery, inpatient medical treatment or hospital consultation within the 3 months prior to the date this insurance was arranged?

Yes

We will not pay any cancellation, curtailment or trip interruption claim directly or indirectly related to 4a, 4b or 4c.

No

**Your medical conditions (if any) will be covered.**

5. Are you planning to take part in any hazardous activities or sports (these are activities which are likely to increase the risk of injury or could be expected to result in a claim under the policy)?

Yes

This policy will not automatically cover you when you take part in hazardous activities or sports. Please refer to special sports & activities on page 5 for covered leisure activities and general exclusion 13 for excluded activities and sports.

No

6. Are you currently aware of any circumstances which are likely to lead to a claim being made under this policy?

Yes

Please email [contact@erv.co.uk](mailto:contact@erv.co.uk) providing full details and we will explain your rights under this policy. Alternatively, call our travel helpline on **01403 788515**.

No

7. **For motor assistance cover only;**  
Is it more than 12 months since your vehicle was serviced by a recognised workshop.

Yes

Cover will only apply if you have your vehicle serviced at least 10 days before your trip starts.

No

**Thank you. You do not need to contact us to obtain cover under this policy.**

### Important telephone numbers

ERV travel helpline **01403 788 515**

ERV emergency assistance helpline  
within the UK **01273 624 661**  
outside the UK **+44 (0) 1273 624 661**

ERV claims service **01403 788 515**  
Email: [travelclaims@erv.co.uk](mailto:travelclaims@erv.co.uk)  
Website: [www.erv.co.uk](http://www.erv.co.uk)

DAS legal costs & expenses claims helpline **0117 933 0625**

### Information you need to tell us

It is your responsibility to provide complete and accurate information to us in response to our questions when you take out your insurance policy and throughout the life of your policy. Please see your 'Declaration: important questions relating to health, activities and the acceptance of your insurance'. It is important that you ensure that all statements you make on the application form, claims forms, and other documents are full and accurate. Please note that if you fail to disclose any information we ask for or fail to tell us about a change in circumstances which could influence our decision to accept your insurance or affect the premium charged, your policy may be invalidated and part or all of a claim may not be paid.

## Medical emergency and repatriation service

If you or a member of your party have to go to hospital as an in-patient during your trip, require medical treatment that will cost more than €600 (or its equivalent in local currency) or need to travel home differently to your original plans, our emergency assistance service must be contacted before making any arrangements. If this is not possible because the condition requires immediate treatment to save life or limb, our emergency assistance service must be contacted as soon as possible thereafter. Failure to obtain proper authorisation will mean the insurers are not liable for the expenses. In the event of illness or injury during your trip which will require hospitalisation, you must notify our emergency assistance service.

**Tel: + 44 (0) 1273 624 661**

**Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)**

**Website: [www.maydayassistance.com](http://www.maydayassistance.com)**

For simple outpatient costs, you should settle the clinic bill directly and claim this back upon your return.

## Special notice

This is not a private medical insurance and only gives cover in the event of an accident or sudden illness that requires emergency treatment whilst abroad. In the event of any medical treatment becoming necessary which results in a claim under this insurance, you will be expected to allow insurers or their representatives unrestricted reasonable access to your medical records and information.

## Reciprocal health agreements

If you are travelling to countries within the European Union (EU) or the European Economic Area (EEA) or Switzerland you are strongly advised to obtain a European Health Insurance Card (EHIC). You can apply for an EHIC online at [www.ehic.org.uk](http://www.ehic.org.uk) or by telephoning 0845 606 2030. This will entitle you to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland. In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card we will not apply the deduction of excess under section 1 - medical emergency & repatriation and section 2 - emergency dental treatment.

## Insurers

Benefits under this policy are underwritten by ERV, Albany House, 14 Bishopric, Horsham, RH12 1QN, England. ERV is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G. and trades in the United Kingdom as ETI International Travel Protection, Companies House Registration FC 25660 and Branch Registration BR007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://www.bafin.de)) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of our regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request. Our registration number is 220041. This policy is effected in England and is subject to the Laws of England and Wales.

## Data Protection Act 1998

We collect and maintain personal information in order to underwrite and administer the policies of insurance that we issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than is necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that we can liaise with our agents in the administration of this policy.

## How to make a claim

For all claims other than medical emergencies please request an appropriate claim form by telephoning the number below.

**ERV Claims Service**

**Tel: 01403 788 515 (Mon-Fri 9am-5pm)**

**Email: [travelclaims@erv.co.uk](mailto:travelclaims@erv.co.uk)**

**Website: [www.erv.co.uk](http://www.erv.co.uk)**

Please give your name and holiday reference number and brief details of your claim. All claims must be submitted within 28 days of your return on a claim form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant section of your policy for specific conditions and details of the supporting evidence that we require. Please remember that it is always advisable to retain copies of all documents when submitting your claim form.

In order to handle claims quickly, we may use appointed claims handling agents. When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, you will be responsible for supplying us with the correct bank account details and your full authority for us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by you, ERV shall have no further liability or responsibility in respect of such payment, and it shall be your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to us.

## Important notice

Under the new European Union (EU) travel regulations, you are entitled to claim compensation from your public transport provider if any of the following happen;

**Denied boarding and cancelled flights** - If you check in on time but you are denied boarding because there are not enough seats available or if your flight is cancelled.

**Long delays** - If your flight is delayed for more than five hours, the airline must offer to refund your ticket.

**Luggage** - If your checked-in luggage is damaged or lost by an EU airline, you must claim compensation from the airline within 7 days. If your checked-in luggage is delayed, you must claim compensation from the airline within 21 days of its return.

## Territorial limits

**You are covered** for trips within the following countries provided you have paid the appropriate premium;

Andorra, Austria, Belgium, Bosnia & Herzegovina, Channel Islands, Croatia, Czech Republic, France (inc. Corsica), Germany, Gibraltar, Hungary, Ireland, Isle of Man, Italy (inc. Sardinia & Sicily), Liechtenstein, Luxembourg, Monaco, Netherlands, Poland, Portugal (inc. Azores & Madeira), San Marino, Serbia & Montenegro (inc. Kosovo), Slovakia, Slovenia, Spain (inc. Balearic Islands, Canary Islands), Switzerland, United Kingdom and Vatican City.

## Important features

We would like to draw your attention to some important features of your policy, including;

### 1. Age limit

No section of this policy shall apply in respect of any person who has reached the age of 80 years at the date of departure (or 85 years if the appropriate additional premium has been paid).

### 2. Conditions and exclusions

Specific conditions and exclusions apply to individual sections of your insurance, whilst general exclusions and conditions will apply to the whole of your insurance.

### 3. Excess

Under most sections of the policy, claims will be subject to an excess. This means that you will be responsible for paying the first part of the claim up to the amount shown in the benefits schedule.

### 4. Health

This insurance contains restrictions regarding conditions relating to the health of the people travelling and of other people upon whose health the trip depends. Please refer to your 'Declaration: important questions relating to health, activities and the acceptance of your insurance' on page 2. You are advised to read this document carefully.

### 5. Insurance document

You should read this document carefully. It gives full details of what is and is not covered and the conditions of cover. Cover can vary from one policy to another so you should familiarise yourself with this particular insurance.

### 6. Limits

This insurance has limits on the amount the insurer will pay under each section. Some sections also include other specific limits, for example for any one item or for valuables in total.

### 7. Property claims

These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis. Allowance will be made for their age and likely condition.

### 8. Reasonable care

You need to take all reasonable care to protect yourself and your property as you would if you were not insured.

### 9. Residency

This policy is only available if you are permanently resident in the UK area or Channel Islands and registered with a medical practitioner in your home country.

### 10. Special sports & activities

- this policy specifically excludes participating in or practising for certain sports and activities. If you are going to take part in special sports and activities where there may be a high risk of injury or if you are in any doubt as to whether cover will apply, please call our travel helpline on **01403 788515**.

### 11. Third party liability

If you use any form of mechanically propelled vehicle (e.g. car, motorcycle, moped, scooter) sail or powered boat or an aircraft no liability cover will apply under this policy and you must ensure that you have cover for third party injury or property damage in place.

## Definitions

Wherever the following words and phrases appear in this policy they will always have the following meanings.

**Accidental bodily injury** means a sudden, violent, external, unexpected specific event which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in your death, loss of limb, loss of sight or permanent total disablement.

**Curtailment/curtail** means cutting your planned trip short, after commencement of the outward journey, by return to your home in your home country earlier than on the scheduled return date.

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

**Home** means your normal place of residence used for domestic purposes including garage(s) and other outbuilding(s).

**Home country** means your country of residence (for the purpose of this insurance UK area is defined as one country of residence).

**Manual work** means work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial /supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry). Cover for manual work will be provided where such work is solely in a voluntary capacity for a registered charity and where there is no financial gain. In such circumstances, there will be no cover for hands-on involvement with the installation, assembly, maintenance, repair or use of heavy electrical, mechanical or hydraulic plant or machinery and cover for personal accident and personal liability is excluded. In the event of an injury occurring as a result of voluntary labour, the excess under section 1 - medical emergency & repatriation will be increased to £250. Cover excludes interaction with wild animals of any kind.

**Medical condition** means any medical or psychological disease, sickness, condition, illness or injury that has affected any relative, travelling companion or person with whom you intend to stay whilst on your trip.

**Medical practitioner** means a legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you or any travelling companion.

**Money** means Sterling, foreign currency and travellers cheques.

**Pair or set** means a number of items of personal luggage considered as being similar or complementary to one another or used together.

**Period of insurance** means the period shown on the booking invoice. Please note cancellation cover starts when you purchase this insurance. Cover for all other sections applies for the duration of your trip up to a maximum of 91 consecutive days, as stated on the booking invoice, and for which you have paid the appropriate premium. If you travel for more than the number of days for which you have paid for cover, you will not be covered. There is no cover under the cancellation section of this policy outside the period of insurance.

**Personal luggage** means items usually carried or worn by you for your individual use during a trip. Please note items hired



to you, and all items loaned or entrusted to you are excluded. This travel insurance is not intended to cover expensive items for which you should take out full personal possessions insurance under your home contents policy.

**Plus cover** means, on payment of an additional premium, increased benefit levels under certain sections of this policy.

**Public transport** means any aeroplane, ship, train or coach operated to a published timetable, on which you are booked to travel.

**Relative** means husband or wife (or partner with whom you are living at the same address), parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children and daughter/son-in-law), siblings (including step-siblings and sister/brother-in-law), grandparent, grandchild, or fiancé(e).

**Secure luggage area** means any of the following, as and where appropriate;

- the locked dashboard, boot or locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats.
- the fixed storage units of a motorised or towed caravan.
- a locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

**Special sports and activities** this policy specifically excludes participating in or practising for certain sports and activities.

This policy will cover you when you are engaging in the following sports and activities on a non-competitive, amateur basis during your trip; *athletics, badminton, baseball, basketball, BMX cycling, bowls, canoeing/kayaking (excl. on rivers and sea), cricket, cross country running, curling, cycling, dinghy sailing (inside coastal waters), fell running, fishing (freshwater), football, golf, heptathlon, hiking (under 2000m altitude), jogging, netball, orienteering, rambling, roller blading (line skating), rounders, running, sprint/long distance, safari (organised, no guns), scuba diving (max depth 30m, qualified with dive companion), skate boarding, snorkelling, squash, tennis, trekking (under 2000m altitude), triathlon, volleyball, water polo and windsurfing.*

The following sports and activities will also be covered but no cover will apply in respect of any personal accident or personal liability claims; *archery, boxing training (no contact), camel/elephant riding, canoeing/kayaking (coastal or river grade 1-3), field hockey, fishing (deep sea), flying as a passenger (private/small aircraft), Gaelic football (non competitive), go karting (recreational use), hiking (over 2000m but under 4000m altitude), horse riding (no polo/hunting/jumping), motorcycling (as a rider or passenger, wearing an appropriate helmet and where you are the rider you hold a valid licence permitting the use of that size and class of motorcycle), parascending (over water), roller hockey/street hockey, trekking (see hiking), white/black water rafting (grade 1 to 4), yachting (crewing inside territorial waters).* Please refer to general exclusion 13 for a list of activities not covered under this policy. If you are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call our travel helpline on **+44 (0) 1403 788515**.

**Strike or industrial action** means any form of industrial action whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Trip** means any holiday, leisure or business trip which begins and ends in your home country, within the territorial limits, for which you have paid the appropriate premium and not exceeding the maximum number of days shown in the benefits schedule for the cover you have purchased.

**UK area** means Great Britain and Northern Ireland but not including the Channel Islands or the Isle of Man.

**Unattended** means when you cannot see and are not close enough to your property or vehicle to prevent unauthorised interference or theft of your property or vehicle.

**Valuables** means cameras, photographic and video equipment and associated equipment of any kind, computer hardware and software, tablets, iPads, Kindles and the like, games consoles (Playstation, Nintendo etc), accessories and games, personal organisers, mobile phones, televisions, portable audio equipment (DVD, CD, mini-disc, MP3 players, iPods, etc) and all associated discs and accessories, spectacles, sunglasses, prescription sunglasses, telescopes, binoculars, jewellery, watches, furs, leather articles, perfumes, precious stones and articles made of or containing gold, silver or other precious metals.

**We, our or us** means ERV, Albany House, 14 Bishopric, Horsham, RH12 1QN (in section 13 - legal costs & expenses we, our and us refers to DAS Legal Expenses Insurance Company Limited).

**Wintersports** means ice skating (outdoor), skiing, snowboarding, tobogganing, bobsleigh, heli-skiing, ice hockey, ice sailing/ice windsurfing, luge, paraskiing, skeleton, ski jumping, ski racing, ski stunting, skidoo or snowmobiling.

**You and your** means each person named on the booking invoice and for whom the appropriate premium has been paid whose age does not exceed the maximum shown in the benefits schedule. You must be resident in the UK area or Channel Islands and registered with a medical practitioner in your home country.

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## Section 1

### Medical emergency & repatriation

If you or a member of your party have to go to hospital as an in-patient during your trip, require medical treatment that will cost more than £500 (or its equivalent in local currency) or need to travel home differently to your original plans, our emergency assistance service must be contacted before making any arrangements. If this is not possible because the condition requires immediate treatment to save life or limb, our emergency assistance service must be contacted as soon as possible thereafter. Failure to obtain proper authorisation will mean the insurers are not liable for the expenses.

- You are covered** up to the amount shown in the benefits schedule for the necessary costs incurred as a result of you sustaining sudden and unforeseen bodily injury, unexpected illness, death or complications arising as a direct result of pregnancy during your trip in respect of;
- necessary medical expenses for the immediate needs of an unforeseen medical emergency. Included are medical practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, when deemed necessary by a medical practitioner.
  - returning you remains to your home up to £4,000, or the cost of a usual and customary funeral in the country where you have died as long as this is outside of your home country up to £2,000.
  - additional travelling costs to repatriate you home when recommended by our medical officer. We will pay for the cost of a medical escort if considered necessary.

We reserve the right to limit payment to what our medical officer deems to be necessary. If our medical officer advises a date when it is feasible and practical to repatriate you, but you choose instead to remain abroad, our liability to pay any further costs under this section after that date will be limited to what we would have paid if your repatriation had taken place.

#### **You are not covered for**

- the amount of the excess shown in the benefits schedule in respect of each claim unless a recovery can be made under the terms of the EHIC or any other reciprocal agreement or where you have paid the appropriate premium for plus cover.
- any pre-planned, foreseen or expected medical treatment or diagnostic procedure.
- treatment which, in the opinion of our medical officer, can reasonably be delayed until your return home.
- any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute, unforeseen illness or injury.
- the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The policy does, however, cover you should complications arise with your pregnancy due to accidental injury or unexpected illness which occurs while on your trip.
- treatment or services provided by a private clinic or hospital, health spa, convalescent or any rehabilitation centre unless confirmed as medically necessary by our medical officer.
- treatment for cosmetic purposes unless our medical officer agrees that such treatment is necessary as the result of an accident covered under this policy.
- expenses incurred as a result of a tropical disease when you have not had the recommended inoculations and/or taken the recommended medication.
- any costs incurred in your home country other than in connection with transportation of you or your remains to home from abroad.

- any costs where the transportation home has not been arranged by us.
- any costs in respect of unused pre-paid travel costs when we have paid to repatriate you.
- air-sea rescue and transfer costs.
- any costs incurred by you when you are engaging in wintersports.
- any costs incurred when engaging in special sports and activities excluded or not mentioned under this policy unless you have referred these to us and we have written to you accepting them for insurance.

**Please also refer to the general exclusions and conditions.**

## Section 2

### Emergency dental treatment

**You are covered** up to the amount shown in the benefits schedule for the costs of providing necessary temporary treatment for the immediate relief of pain or discomfort to natural teeth and/or emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in eating.

#### **You are not covered for**

- the costs of any subsequent permanent or routine treatment.
- any pre-planned or foreseen dental treatment or diagnostic procedure.
- treatment which, in the opinion of our medical officer, can reasonably be delayed until your return home.
- any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating.
- normal wear and tear.
- any self-inflicted damage, including damage caused by tooth-brushing or any other oral hygiene activity.
- any damage to dentures other than whilst being worn by you.
- dental treatment involving the provision of dentures or the use of precious metals.
- any costs incurred in your home country.
- any costs incurred by you when you are engaging in wintersports.
- any costs incurred when engaging in special sports and activities excluded or not mentioned under this policy unless you have referred these to us and we have written to you accepting them for insurance.

**Please also refer to the general exclusions and conditions.**

## Section 3

### Additional accommodation & travelling costs

**You are covered** up to the amount shown in the benefits schedule, on condition that you contact us first and we make all the travel arrangements, in the event of a valid claim for repatriation under section 1 - medical emergency & repatriation for the following;

- if our medical officer confirms that it is medically necessary for you to be accompanied on the trip home and the return journey cannot take place on the original scheduled date, we will pay for the additional travel and accommodation costs incurred by one person staying with you and accompanying you on the trip home.
- additional travel and accommodation costs arranged by us for one person required on medical advice, to fly out to you and accompany you home.
- a return journey air ticket plus necessary costs to enable a business colleague, where necessary, to replace you in your location outside your home country following your medical repatriation or death during a trip.
- additional travel costs incurred in returning home your children under 18 years of age and insured under this policy

if you are incapacitated and there is no other responsible adult to supervise them. A competent person will be provided to accompany the children home.

#### **You are not covered for**

- a. any air travel costs in excess of a return economy/tourist class ticket.
- b. for each child to be repatriated, their air travel costs in excess of a one way economy/tourist class ticket.
- c. accommodation costs other than the cost of the room.
- d. the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The policy does, however, cover you should complications arise with your pregnancy due to accidental injury or unexpected illness which occurs while on your trip.

**Please also refer to the general exclusions and conditions.**

## **Section 4**

### **Hospital daily benefit**

**You are covered** up to the amount shown in the benefits schedule in the event of a valid claim under section 1 - medical emergency & repatriation or section 2 - emergency dental treatment when you are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours.

#### **You are not covered for**

- a. any claim arising in connection with a trip solely within your home country.
- b. the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The policy does, however, cover you should complications arise with your pregnancy due to accidental injury or unexpected illness which occurs while on your trip.

**Please also refer to the general exclusions and conditions.**

## **Section 5**

### **Cancellation, curtailment & trip interruption**

#### **Cancellation & curtailment**

**You are covered** up to the amount shown in the benefits schedule for financial loss you suffer, being non-refundable deposits and amounts you have paid (or have contracted to pay), for travel and accommodation you do not use because of your inability to commence travel or complete the trip.

**Cancellation cover applies** if you are forced to cancel your trip because of one of the following changes in circumstances which is beyond your control and of which you were unaware at the time you booked your trip or the date this insurance was arranged. Please see also section 6 - travel delay cover.

**Curtailment cover applies** if you are forced to cut short a trip you have commenced and return to your home country because of one of the following changes in circumstances which is beyond your control and of which you were unaware at the time you booked your trip or the date this insurance was arranged.

- a. unforeseen illness, injury or death of you, a relative or any person with whom you have arranged to travel or stay during the trip.
- b. you choosing to abandon your trip if the departure of your outward booked public transport is delayed by more than 12 hours as a result of strike or industrial action, adverse weather conditions or the mechanical breakdown of, or accident to, the public transport on which you are booked to travel.
- c. you or any person with whom you plan to travel being called up for jury service or being subpoenaed as a witness in a Court of Law (other than in a professional or advisory capacity).

- d. if you are made redundant and you qualify for redundancy payment under current legislation.
- e. accidental damage, burglary, flooding or fire affecting your home, occurring during the trip or within 48 hours prior to your departure, when the loss relating to your home is in excess of £1,500 and your presence is required by the police in connection with such events.
- f. your compulsory quarantine.
- g. your car, motorhome, motorcycle or caravan becoming unusable as a result of theft, fire or road traffic accident within 7 days prior to your departure. This only applies if you are planning to go on a self-drive trip on a motorcycle or in a motorhome, car and/or caravan.
- h. your unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.

#### **Trip interruption**

**You are covered** up to the amount shown in the benefits schedule, on condition that you contact us first and that we make all the travel arrangements, for the necessary additional travel costs incurred in returning you home in the event you have a valid curtailment claim. If the situation permits, and the period of your original booked trip has not expired, we will also pay the necessary additional travel costs in transporting you back to the location abroad. Travel by air will be limited to one economy/tourist class ticket per person.

**Trip interruption cover applies** when you need to make an unscheduled return journey to your home country during a trip because of;

- a. the death, imminent demise, or hospitalisation due to serious accident or illness of a relative.
- b. accidental damage, burglary, flooding or fire affecting your home during your trip, when a loss in excess of £1,500 is involved and when your presence is required by the police in connection with such events.

If you cannot recoup the cost of any pre-paid accommodation, you may be able to submit a pro-rata curtailment claim under this section for such costs.

#### **You are not covered for**

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless you have paid the appropriate premium for plus cover.
- b. any disinclination to travel or continue travelling unless your change of travel plans is caused by one of the circumstances listed under what is covered.
- c. any claim arising directly or indirectly from any medical condition, known to you prior to the date this insurance was arranged, affecting any relative, travelling companion who is not insured under this policy or person with whom you intend to stay whilst on your trip, if;
  - i. they have received a terminal diagnosis, or
  - ii. they were on a waiting list, or had knowledge of the need for surgery, inpatient treatment or investigation at any hospital or clinic,or if during the 3 months prior to the date this insurance was arranged they had required surgery, inpatient treatment or hospital consultations.
- d. the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The policy does, however, cover you should complications arise with your pregnancy due to accidental injury or unexpected illness which occurs while on your trip.
- e. claims arising from actual or planned strike or industrial action which was common knowledge at the time you booked the trip.

- f. any costs in respect of any unused pre-paid travel costs when we have paid to repatriate you.
- g. withdrawal from service of the public transport on which you are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the public transport provider involved.
- h. failure by the provider of any part of the booked trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim to the provider involved.
- i. your financial incapacity except as provided for under point (d) above.
- j. any claim arising as a result of your attendance, or any other person on whom the trip depend, in a Court of Law. This exclusion will not apply if you are called up for jury service or are subpoenaed as a witness (other than in any professional or advisory capacity).
- k. any costs relating to airport taxes or air passenger duty. You should obtain a refund from your airline for such charges.
- l. any cancellation, curtailment or trip interruption caused by work commitment or amendment of your holiday entitlement by your employer.
- m. failure to obtain the necessary passport, visa or permit for your trip.
- n. prohibitive regulations by the government of any country, or delay or amendment of the booked trip due to government action.
- o. the cost of this policy.
- p. any costs relating to the travel and accommodation expenses of any person not covered under this insurance policy and who is not named on your booking invoice (irrespective of who has purchased and paid for the holiday).

#### **Special conditions relating to claims**

- you must obtain a medical certificate from the medical practitioner in attendance and our prior approval to confirm the necessity to return home prior to the scheduled return date of the trip in the event of unforeseen illness or injury.
- in the event of curtailment or trip interruption, you must contact the medical emergency and repatriation service (details shown on page 3) first and allow them to make all the necessary travel arrangements. If, at the time of requesting assistance in the event of a curtailment or trip interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of you, a relative, travelling companion or person with whom you have arranged to stay whilst on your trip, we will make all necessary arrangements at your cost and arrange appropriate reimbursement as soon as the claim has been validated.
- you must notify the public transport provider or travel agent as soon as you know the trip is to be cancelled or curtailed, to minimise your loss as far as possible. If you fail to notify the public transport provider or travel agent as soon as it is found necessary to cancel the trip, our liability shall be restricted to the cancellation charges that would have applied had failure not occurred. If you cancel the trip due to unforeseen illness or injury you must provide a medical certificate from your treating medical practitioner stating that this prevented you from travelling.
- if your outward booked public transport is cancelled by the provider, you must produce to us written documentation from the public transport provider, specifying the reason for the cancellation.
- if you cancel, curtail or interrupt your trip because your presence is required by the police in connection with accidental damage, burglary, flooding or fire affecting your home during your trip, you must produce to us written documentation from the police confirming that the loss or

damage occurred during the trip otherwise no claim will be paid.

- curtailment claims will be calculated from the date of return to your home country.

**Please also refer to the general exclusions and conditions.**

## **Section 6**

### **Travel delay**

**You are covered** up to the amount shown in the benefits schedule if the departure of your first outward or final inward booked public transport as specified on your ticket, is delayed as a direct result of strike or industrial action, adverse weather conditions or mechanical breakdown of, or accident to, the public transport on which you are booked to travel. (a) for the first complete 12 hour period of delay and (b) for each subsequent complete 12 hour period up to the maximum payable (c).

#### **You are not covered for**

- a. claims arising from actual or planned strike or industrial action which was common knowledge at the time you made travel arrangements for the trip.
- b. withdrawal from service of the public transport on which you are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the public transport provider involved.
- c. any claim arising in connection with a trip solely within your home country.

#### **Special condition relating to claims**

If you suffer delays you must obtain written confirmation from the public transport provider stating the period and reason for delay.

**Please also refer to the general exclusions and conditions.**

## **Section 7**

### **Missed departure**

**You are covered** up to the amount shown in the benefits schedule for the necessary additional travel and accommodation costs incurred to reach the booked destination or to reach your home by the most direct alternative route if you arrive at the airport, port or international coach or rail terminal too late to commence the first outward international journey abroad or the inward journey home of your booked trip, as a result of;

- a. breakdown of or accident involving the vehicle in which you are travelling, or
- b. cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike or industrial action or mechanical breakdown, derangement or accident.

We will provide assistance by liaising with the public transport provider and/or tour operator to advise of your late arrival and, as necessary, we will make arrangements for overnight hotel accommodation and alternative international travel.

#### **You are not covered for**

- a. claims arising from actual or planned strike or industrial action which was common knowledge at the time you booked the trip.
- b. withdrawal from service of the public transport on which you are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the public transport provider involved.
- c. additional costs where the scheduled public transport provider has offered reasonable alternative travel arrangements.
- d. claims for additional mechanical wear and tear or depreciation of your vehicle or for mileage charges other than additional fuel and oil.
- e. claims under this section in addition to claims under section 6 - travel delay.

- f. claims due to you allowing insufficient time to complete your journey to the departure point.

#### **Special condition relating to claims**

You must take every necessary step to commence and complete the journey to the departure point and check in for your booked public transport on time. You must obtain written confirmation from the public transport provider stating the period and reason for delay.

**Please also refer to the general exclusions and conditions.**

## **Section 8**

### **Personal luggage**

**You are covered** up to the amount shown in the benefits schedule if your personal luggage is damaged, stolen, destroyed or lost (and not recovered) whilst on your trip. Within this amount the following sub-limits apply;

- the maximum we will pay for any one item, pair or set is shown in the benefits schedule. If you cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example a photograph of you wearing the item) and value to support the claim, payment for any one item, pair or set, will be limited to a maximum of £50. Evidence of replacement value is not sufficient.
- the maximum we will pay for all items lost, damaged or stolen in any one incident is limited to £250 if you cannot provide satisfactory proof of ownership and value.
- the maximum we will pay under this policy for all valuables owned by you is shown in the benefits schedule.
- the maximum we will pay for personal luggage or valuables lost, damaged or stolen from a beach or pool-side is limited to £100 per person.
- the maximum we will pay for sunglasses or prescription glasses of any kind is limited to £150.
- the maximum we will pay for mobile phones is limited to £100.
- the maximum we will pay for any cigarettes or alcohol lost, damaged or stolen is limited to £50 in total under this policy.

**You are also covered** up to the amount shown in the benefits schedule for the loss or theft of, or damage to, your tent and camping equipment occurring during the period of insurance.

#### **You are not covered for**

- the amount of the excess shown in the benefits schedule in respect of each claim unless you have paid the appropriate premium for plus cover.
- any item loaned, hired or entrusted to you.
- any loss, theft of or damage to personal luggage left in an unattended motor vehicle if;
  - the items concerned have not been locked out of sight in a secure luggage area,
  - no forcible and violent means have been used by an unauthorised person to affect entry into the vehicle, and
  - no evidence of such entry is available.
- theft of valuables from an unattended motor vehicle except when locked out of sight in the glove box, boot or covered luggage area of your own motor vehicle while parked within the gated boundaries of the campsite where you are staying.
- loss, theft of or damage to valuables from checked-in luggage left in the custody of an airline and/or valuables packed in luggage left in the baggage hold or storage area of another public transport provider.
- electrical or mechanical breakdown or derangement of the item insured.
- wear and tear, damage caused by moth or vermin, denting or scratching or any process of repairing, dyeing or cleaning.
- confiscation or detention by customs or other lawful officials and authorities.
- dentures, bonds, securities, stamps or documents of any kind, including driving licences and passports, musical instruments, typewriters, glass, china, antiques, pictures,

pedal cycles, hearing aids, coupons, vehicles or accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession, unused mobile telephone rental charges or pre-payments and vehicle keys.

- damage to fragile or brittle articles unless by fire or resulting from an accident to the public transport on which you are booked to travel.
- liability in respect of a pair or set of articles where we shall be liable only for the value of that part of the pair or set which is lost or damaged.
- equipment used in connection with any wintersports or other sports and activities.
- loss or theft of or damage to money (see section 8 - money & passport).
- losses from a roof or boot luggage rack (other than losses of camping equipment, which remains covered under this section).

#### **Special conditions relating to claims**

- we have the option to either pay you for the loss, or replace, reinstate or repair the items concerned.
- claims are paid based on the value of the goods at the time that they are lost and not on a 'new for old basis' or replacement cost basis thus a deduction is made for wear, tear, and depreciation, bearing in mind the age of the items.
- you must take suitable precautions to secure the safety of your personal luggage and must not leave it unsecured or unattended or beyond your reach at any time in a place to which the public have access.
- if claiming for stolen or lost goods you should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.
- you must report loss of personal luggage to the local police or the public transport provider, as appropriate, within 48 hours of discovery of the incident (damage to personal luggage in transit must be reported to the public transport provider before you leave the baggage hall and a Property Irregularity Report (PIR) must be obtained) within 7 days, or to your hotel or accommodation management, or to the tour operator representative.
- you must produce to us written documentation from one of the parties listed above confirming that the loss or theft occurred during the trip, otherwise no claim will be paid.

**Please also refer to the general exclusions and conditions.**

## **Section 9**

### **Luggage delay**

**You are covered** up to the amount shown in the benefits schedule for the purchase of essential items if your luggage is certified by the public transport provider to have been lost or misplaced on the outward journey of a trip for a period in excess of 12 hours but less than 48 hours. Such sums will be refundable to us if the luggage or any part of it proves to be permanently lost and/or a claim is made under the personal luggage section.

**You are not covered** for any claim arising in connection with a trip solely within your home country.

#### **Special condition relating to claims**

You must provide receipts and a report from the public transport provider confirming the length of the delay, otherwise no payment will be made.

**Please also refer to the general exclusions and conditions.**

## Section 10

### Money and passport

**You are covered** up to the amount shown in the benefits schedule if the money you are carrying on your person or you have left in a safety deposit box is lost, stolen, damaged or destroyed whilst on your trip. Within this section the following condition applies;

- where a safety deposit box is not provided, we will pay any claims up to the amount shown in the benefits schedule provided the money was kept in a secure luggage area, out of sight and there is evidence that your accommodation has been broken into by forcible or violent means.

If your passport is lost or stolen outside the country of departure during a trip, we will pay up to the amount shown in the benefits schedule for any additional necessary travel and accommodation costs, including the cost of any emergency passports, visa or permits, incurred to enable you to continue your trip or return to your home country.

#### **You are not covered for**

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless you have paid the appropriate premium for plus cover.
- b. shortages or loss due to error, omission, depreciation in value, or confiscation or detention by customs or other lawful officials and authorities.
- c. anything that can be replaced by the issuer.
- d. the cost of a permanent replacement for the passport itself.

#### **Special conditions relating to claims**

- you must report loss of money or your passport to the local police or to the public transport provider, as appropriate, or to your hotel or accommodation management, or to the tour operator representative within 24 hours of discovery of the incident.
- you must produce to us written documentation from one of the parties listed above confirming that the loss or theft occurred during the trip, otherwise no claim will be paid.
- you must produce to us evidence of the withdrawal of bank notes, currency notes or coins.

**Please also refer to the general exclusions and conditions.**

## Section 11

### Personal liability

**You are covered** up to the amount shown in the benefits schedule if you become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property during a trip. On condition that there is no other insurance in force covering the loss, the material damage or your liability, we will cover you (or in the event of your death, your legal personal representatives) against;

- a. all sums which you shall become legally liable to pay as compensation, and
- b. all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by us or with our consent.

The amount shown in the benefits schedule applies to any and all claimants in any one period of insurance affected by any and all occurrences with any one original cause.

#### **You are not covered for**

- a. the amount of the excess shown in the benefits schedule in respect of each claim unless you have paid the appropriate premium for plus cover.
- b. injury to, or the death of, any member of your family or household or any person in your service.
- c. property belonging to, or held in trust by, you or your family, household or any person in your service.
- d. loss of or damage to property which is the legal responsibility of you or your family, household or any person in your service (this will not apply to temporary accommodation

which you occupy and for which you assume contractual responsibility during your trip).

- e. any liability which attaches by virtue of a contractual agreement but which would not exist in law in the absence of such an agreement.
- f. claims for injury, loss or damage arising directly or indirectly from;
  - i. ownership or use of aircraft, horse-drawn, motorised, mechanically-propelled or towed vehicles, vessels, sail or powered boats (other than row boats, punts or canoes), animals (other than domestic dogs or cats) and firearms.
  - ii. the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by you.
  - iii. the ownership or occupation of any land or building.
  - iv. wilful or malicious acts.
- g. liability or material damage for which cover is provided under any other insurance.
- h. accidental injury or loss not caused through your negligence.
- i. you engaging in any special sports and activities where this policy specifically states that personal liability cover is excluded.
- j. any costs incurred by you when you are engaging in wintersports.
- k. any claim arising in connection with a trip solely within your home country.

**Please also refer to the general exclusions and conditions.**

## Section 12

### Personal accident

**You are covered** up to the amount shown in the benefits schedule if you have an accident whilst you are on your trip which is the sole and independent cause of your death, permanent total disablement, loss of sight or loss of limb(s) within 12 months of the accident.

If you are aged under 18 or over 65 at the date of the accident, the amount you are covered for in the event of your death is shown in the benefits schedule.

**'Accident'** means that you suffer bodily injury as a result of an identifiable and unexpected external cause.

**'Loss of limb'** means loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

**'Permanent total disablement'** means that for the 12 months following your accident you are totally unable to work in any occupation for which you are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**'Loss of sight'** means total and irrecoverable loss of sight in one or both eye(s) which shall be considered as having occurred;

- a. in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

#### **You are not covered for**

- a. injury not caused solely by outward, violent and visible means.
- b. your permanent total disablement caused by mental or psychological trauma not involving your accidental bodily injury.
- c. disease or any physical defect, infirmity or illness which existed prior to the date of departure.
- d. any payment in excess of £1,000 arising from the permanent total disablement if you are aged over 65.
- e. you engaging in any special sports and activities where this policy specifically states that personal accident cover is excluded.
- f. any costs incurred by you when you are engaging in wintersports.

**Please also refer to the general exclusions and conditions.**

## Section 13

### Legal costs and expenses

Cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS).

#### Definitions applicable to this section

Wherever the following words and phrases appear in this section they will always have the following meanings.

**Appointed representative** means the preferred law firm, law firm, accountant or other suitably qualified person DAS will appoint to act on your behalf.

**Costs and expenses** means all necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS standard terms of appointment. The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with DAS' agreement.

**DAS standard terms of appointment** means 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).

**Date of occurrence** means 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 you first became aware of it).

**Insured incident** means a specific or sudden accident that causes your death or bodily injury. DAS agrees to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- reasonable prospects exist for the duration of the claim.
- the date of occurrence of the insured incident is during the period of insurance.
- any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the territorial limits.
- the insured incident happens within the territorial limits.

**Preferred law firm** means 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 your claim and must comply with DAS' agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS standard terms of appointment.

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

**You are covered** up to the amount shown in the benefits schedule to pay an appointed representative, appointed by DAS on your behalf, for costs and expenses incurred following an insured event, subject to the following conditions;

- the most DAS will pay in costs and expenses is no more than the amount DAS would have paid to a preferred law firm.
- in respect of an appeal or the defence of an appeal, you must tell DAS within the time limits allowed that you want to appeal. Before DAS pay the costs and expenses for appeals, DAS must agree that reasonable prospects exist.
- for an enforcement of judgment to recover money and interest due you after a successful claim under this section, DAS must agree that reasonable prospects exist.
- 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.

#### You are not covered for

- the amount of the excess shown in the benefits schedule in respect of each claim unless you have paid the appropriate premium for plus cover.

- any claim if you decide not to use the services of a preferred law firm. You will be responsible for any costs that fall outside the DAS standard terms of appointment and these will not be paid by DAS.
- a claim where you have 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.
- an incident or matter arising before the period of insurance.
- costs and expenses incurred before DAS' written acceptance of a claim.
- any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
- any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused your physical bodily injury.
- defending your legal rights, but DAS will cover defending a counter-claim.
- any claim relating to clinical negligence.
- fines, penalties, compensation or damages that a court or other authority orders you to pay.
- any legal action you take that DAS or the appointed representative have not agreed to, or where you do anything that hinders DAS or the appointed representative.
- any claim where you may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.
- any claim relating to written or verbal remarks that damage your reputation.
- a dispute with DAS not otherwise dealt with under condition 7.
- costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- a claim caused by, contributed to or arising from;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup.
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 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.
- any costs and expenses that are incurred where the appointed representative handles the claim under a contingency fee arrangement.
- a claim against us, our agent, tour operator or travel agent.
- a claim relating to Deep Vein Thrombosis or its symptoms that result from you travelling by air.

#### Conditions

- on receiving a claim, if legal representation is necessary, DAS will appoint a preferred law firm or in-house lawyer as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
  - if the appointed preferred law firm or DAS' in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative.
  - if you choose a law firm as your appointed representative who is not a preferred law firm, DAS will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis,

- the most DAS will pay is the amount DAS would have paid if they had agreed to the DAS standard terms of appointment.
- d.** the appointed representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.
- 2. a.** you must co-operate fully with DAS and the appointed representative.
- b.** you must give the appointed representative any instructions that DAS ask you to.
- 3. a.** you must tell DAS if anyone offers to settle a claim. You must not negotiate or agree to a settlement without DAS written consent.
- b.** if you do not accept a reasonable offer to settle a claim, DAS may refuse to pay further costs and expenses.
- c.** DAS may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow DAS to take over and pursue or settle any claim on your behalf. You must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and you must give DAS all the information and help DAS 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 and payable to DAS.
- 4. a.** you must instruct the appointed representative to have costs and expenses taxed, assessed or audited if DAS ask for this.
- b.** you must take every step to recover costs and expenses and court attendance and jury service expenses that DAS have to pay and must pay DAS any amounts that are recovered.
- 5.** if the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another appointed representative.
- 6.** if you settle or withdraw a claim without DAS' agreement, or do not give suitable instructions to the appointed representative, DAS can withdraw cover and will be entitled to reclaim from you any costs and expenses DAS has paid.
- 7.** if there is a disagreement between you and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure, you 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 you and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.
- 8.** DAS may require you to get, at your 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 you 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 you will recover damages (or obtain any other legal remedy that DAS have agreed to) or makes a successful defence.
- 9.** you must;
- keep to the terms and conditions of this section.
  - take reasonable steps to avoid and prevent claims.
  - take reasonable steps to avoid incurring unnecessary costs.
  - send everything DAS asks for, in writing.
  - report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
- 10.** DAS will, at DAS' discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or DAS will not pay the claim if;
- a claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
  - a false declaration or statement is made in support of a claim.

- 11.** Apart from DAS, you are 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 you normally live. 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.

**Please also refer to the general exclusions and conditions.**

## Eurolaw legal advice

DAS will give you confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway. You can contact DAS' UK-based call centres 24 hours a day, 7 days a week. However, DAS may need to call you back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, 7 days a week. Legal advice for the other countries is available 9am-5pm Monday to Friday, excluding public and bank holidays. If you call outside these times, DAS will call you back. To help check and improve service standards, DAS records all inbound and outbound calls. To contact the above service, phone DAS on **0117 933 0625**. When phoning, please quote your policy number. DAS will not accept responsibility if the helpline service fails for reasons DAS cannot control.

## Section 14

### Pet cover

**You are covered** up to the amount shown in the benefits schedule, for plus cover policies only, for extra kennel or cattery fees if the departure of your final inward booked public transport as specified on your ticket, is delayed as a result of strike or industrial action, adverse weather conditions or mechanical breakdown, or accident to, the public transport on which you are booked to travel by at least 24 hours.

#### You are not covered for

- claims arising from actual or planned strike or industrial action which was common knowledge at the time you made arrangements for the trip.
- claims where you have not obtained written confirmation from the public transport provider stating the period and reason for the delay.
- claims where you have not obtained written confirmation from the appropriate kennel or cattery confirming the extra charges.
- any claim arising in connection with a trip solely within your home country.
- any kennel or cattery fees you pay outside your home country as a result of quarantine regulations.
- any costs related to domestic pets other than cats or dogs that you own.

#### Special conditions relating to claims

If you suffer delays you must obtain written confirmation from the public transport provider stating the period and reason for delay. You must also get a written statement from the appropriate kennel or cattery confirming any extra charges that you have to pay.

**Please also refer to the general exclusions and conditions.**



## General conditions

1. you must provide complete and accurate information to us in response to our questions when you take out your insurance policy and throughout the life of your policy. Please see your 'Declaration: important questions relating to health, activities and the acceptance of your insurance'. If you fail to disclose any information we ask for or fail to tell us about a change in circumstances which could influence our decision to accept your insurance or affect the premium charged, your policy may be invalidated and part or all of a claim may not be paid.
2. you must exercise reasonable care for the supervision and safety of both you and your property. You must take all necessary steps to avoid or minimise any claim. You must act as if you are not insured.
3. we will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
4. you must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact our travel helpline on **01403 788515**.
5. you must make no admission, offer, promise or payment without our prior written consent.
6. we are entitled to take over your rights in the defence or settlement of a claim, or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters. This is to enable us to recover any costs we have incurred from any third party who may have liability for the costs.
7. we may, at any time, pay to you our full liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action.
8. where it is possible for us to recover sums that we have paid out under the terms of the policy, you will co-operate fully with us in any recovery attempt we make and we will pay all costs associated with the recovery of our outlay. You agree not to take any action that may prejudice our recovery rights and will advise us if you instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums we have paid out under the terms of the policy will be reimbursed from any recovery made.
9. you must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time and at our expense take such action as we deem fit to recover the property lost or stated to be lost.
10. in the event of a valid claim you shall allow us the use of any relevant travel tickets you are not able to use because of the claim.
11. you must notify us in writing of any event which may lead to a claim, within 28 days of your return home. As often as we require you shall submit to medical examination at our expense. In the event of your death we shall be entitled to have a post mortem examination carried out at our expense. You must supply us with a written statement substantiating your claim, together with (at your own expense) all certificates, information, evidence and receipts that we reasonably require.
12. if any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits claimed and received must be repaid to us.

13. we may give 7 days notice of cancellation of this policy by recorded delivery to you at your last known address. In this case we shall refund to you the unexpired pro-rata portion of the premium you have paid.
14. you will be required to repay to us, within one month of our request to you, any costs or expenses we have paid on your behalf which are not covered under the terms and conditions of this policy.
15. this policy is subject to the Laws of England and Wales unless we agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
16. when engaging in any special sports and activities (not excluded under general exclusion 13) you must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question and you must use all appropriate precautions, equipment and eye and/or head protection. Although we are prepared to cover you when undertaking certain sports and activities, the availability of the insurance cover does not, in itself, imply that we consider such sports and activities as safe. At all times you must satisfy yourself that you are capable of safely undertaking the planned sport or activity and you must take care to avoid injury, accident or loss to yourself and to others.

## General exclusions

**You are not covered for** claims arising out of;

1. any medical condition if you answer 'yes' to any of questions 1 to 4 in your 'Declaration: important questions relating to health, activities and the acceptance of your insurance'. If you have answered 'yes' to question 2, there is no cover unless you have obtained a certificate of fitness from your doctor before travelling to confirm your ability to travel and endure the trip.
2. loss, damage or expense which at the time of occurrence is insured by, or would, but for the existence of this policy, be insured by any other existing policy. If you have any other policy in force, which may cover the event for which you are claiming, you must tell us. This exclusion shall not apply to section 11 - personal accident.
3. costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which you would have paid for in any case).
4. we will not pay for any losses which are not directly covered by the terms and conditions of this policy. Examples of losses we will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a trip and replacement locks if you lose your keys.
5. costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to your illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs (unless pre-authorised by us or part of a valid claim under section 1 - medical emergency & repatriation, section 5 - cancellation, curtailment & trip interruption or section 9 - money & passport).
6. any deliberately careless or deliberately negligent act or omission by you.
7. any claim caused by you climbing, jumping or moving from one balcony to another regardless of the height of the balcony.
8. any claim arising or resulting from your own illegal or criminal act.
9. needless self-exposure to peril except in an endeavour to save human life.

10. any claim arising directly or indirectly from your drug addiction or solvent abuse, excessive alcohol intake, or you being under the influence of alcohol or drug(s).
11. any claim arising or resulting directly or indirectly from your suicide, attempted suicide, or intentional self-injury.
12. you engaging in manual work in conjunction with any profession, business or trade during the trip.
13. you engaging in or practising the following sports and activities; *abseiling, American football, bobsleigh, bouldering, boxing, bungee jumping, canoeing/kayaking (grade 4 and above), canyoning, caving/cave diving, cricket, cycle touring, flying as a pilot, gliding, hang-gliding, heli-skiing, high diving, hiking/trekking (over 4,000m altitude), hockey, hot air ballooning, horse jumping, horse racing, hunting/shooting, hunting on horseback, hurling, ice hockey, ice-skating (outdoor), jet boating, jet skiing, luge, marathons, martial arts, microlighting, motor racing, mountaineering mountain biking, off-piste skiing or snowboarding (outside recognised and authorised areas), parachuting, paragliding, parasailing, paraskiing, point-to-point, polo, potholing, professional sports, quad biking, rock climbing, rock scrambling, rugby, sandboarding, sand yachting, scuba diving, sea canoeing, skeleton, skidoo, skiing, ski jumping/racing/stunting, sky diving, snowboarding, snowmobiling, steeplechasing, surfing, team sports played in competitive contests, tobogganing, tombstoning, water skiing, weight lifting, white/black water rafting (grade 5 and 6), wrestling and yachting outside territorial waters*; or your participation in wintersports of any kind or any other activities not mentioned under this policy unless you have referred these to us and we have written to you accepting them for insurance. Please note that this exclusion shall not apply to participation in activities operated by PGL and arranged in conjunction with your trip. If you are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call our travel helpline on **01403 788515**.
14. you fighting except in self-defence.
15. notwithstanding any provision to the contrary within this insurance, or any endorsement hereto, it is agreed that this insurance excludes any loss or expense of any nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; war, hostilities or warlike operations (whether war be declared or not), invasion, act of an enemy foreign to your nationality or the country in, or over, which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to your nationality whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded herein is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing

- any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
16. you travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised against travel.
17. loss or destruction or damage or any expense whatsoever resulting from: ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
18. delay, loss, damage or injury, directly or indirectly caused by cyber-terrorism.
19. loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on our part can be demonstrated.
20. loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which cover under this policy relates, whether provided by us or by anybody else (whether or not recommended by us and/or acting on our behalf) unless negligence on our part can be demonstrated.

# Eurocamp Independent motor breakdown insurance policy 2014

Benefits schedule	Standard	Plus
1. Cover prior to departure	£1,000	£2,000
2. Roadside assistance	£350	£350
3. Replacement parts	£600	£600
4. Break-in emergency repairs	£175	£250
5. Vehicle out of use (per night)	£1,000 (£30)	£1,500 (£60)
6. Alternative driver	Not covered	Unlimited
7. Repatriation	Unlimited	Unlimited
garage storage costs	£200	£200
contribution to UK car hire	£150	£150
8. Customs regulations	Unlimited	Unlimited
9. Motoring legal protection		
guarantee of bail bond	£1,000	£1,000
motoring defence	£1,000	£1,000
legal expenses	£10,000	£20,000

## Standard of workmanship

ERV will monitor the progress of your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman. ERV will provide the services and benefits described in this policy;

- during the period of insurance.
- for the insured vehicle.
- within the territorial limits.
- following payment of the appropriate premium.
- on the basis of the details you have supplied and subject to the following terms, conditions and exclusions together with any applicable endorsements, all of which we recommend you read carefully, to ensure this policy meets your individual requirements.

## Important vehicle health check

The insurance operates on the basis that you will have had your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a trip abroad.

*Will a routine service fall due before the end of your intended trip or are there any parts on your vehicle that you are aware may need replacing before the end of your trip?*

If so, you should have your vehicle serviced at least 10 days before your trip to allow sufficient time to carry out any repairs necessary. Don't forget that replacing such items abroad will disrupt your trip, may not be practicable within your travel timescale, and could cost you significantly more than in the UK.

The benefit under section 1 – cover prior to departure will not apply if you leave any such work until the final 10 days. Keep proof of regular servicing in your vehicle, with your handbook or travel documents. If you call us for assistance, and our mechanic reports to us that it is evident that you have not maintained your vehicle in a state fit to complete your intended trip, you will not be entitled to any cover under this policy and you will have to pay all the costs arising from our intervention.

## Territorial limits

Andorra, Austria, Balearics, Belgium, Canary Islands, Channel Islands (not covered as a destination for Channel Islands residents), Corsica, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Poland, Portugal, Republic of Ireland, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Switzerland, United Kingdom.

## Insurers

All benefits under this policy are underwritten by ERV, Albany House, 14 Bishopric, Horsham, West Sussex RH12 1QN. This policy is effected in England and is subject to the laws of England and Wales whose courts alone shall have jurisdiction in any disputes. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://www.bafin.de)) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of our regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request. Our registration number is 220041.

## Requesting emergency assistance

If you need to contact the assistance provide you should use the following number;

**For vehicle assistance +44 (0) 1444 830012**  
**For legal assistance +44 (0) 117 934 2000**

Call us and we will contact the nearest suitable garage. On motorways always use the emergency telephones as these pinpoint your exact location. The police may arrange for your recovery from the motorway. In this case contact us when you reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow you from the motorway, and you are asked to pay on the spot for this service, you should send us the original receipt.

**Please note** - car hire companies impose driver minimum age restrictions and will require sight of a credit/debit or charge card before releasing the vehicle to you. Please give us an address or phone number where we can contact you. Many hotels, garages and hospitals have email or fax. These are invaluable as urgent messages can be left at any time of day or night. We monitor the progress of each case with care and make all the necessary arrangements. Remember, to comply with the insurance terms and conditions, you must contact us before incurring substantial expenses in order to obtain our prior authorisation.

## How to make a claim

For all claims other than medical emergencies please request an appropriate claim form by telephoning the number below.

**ERV Claims Service**  
**Tel: 01403 788 515 (Mon-Fri 9am-5pm)**  
**Email: [travelclaims@erv.co.uk](mailto:travelclaims@erv.co.uk)**  
**Website: [www.erv.co.uk](http://www.erv.co.uk)**

Please give your name and holiday reference number and brief details of your claim. All claims must be submitted within 28 days of your return on a claim form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant section of your policy for specific conditions and details of the supporting evidence that we require. Please remember that it is always advisable to retain copies of all documents when submitting your claim form. In order to handle claims quickly, we may use appointed claims handling agents. When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, you will be responsible for supplying us with the correct bank account details and your full authority for us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by you, ERV shall have no further liability or responsibility in respect of such payment, and it shall be your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to us.

## Definitions

Wherever the following words and phrases appear in this policy they will always have these meanings;

**Hire or reward** means any public or private hire which includes any payment in cash or kind (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

**Insured party** means the persons travelling together on the same trip, all insured under one policy.

**Insured vehicle** means the vehicle for which premium has been paid, owned by or the responsibility of you;

- being cars, motorised caravans (when the additional premium has been paid), light vans, estate cars, 4x4 sport utility vehicles and motorcycles over 250cc.
- less than 10 years old at the start date of the trip (or less than 15 years old when the additional premium has been paid).
- towed caravans or trailers of proprietary make (when the additional premium has been paid).
- not used by you for hire or reward.
- registered in the UK area and normally kept at your home in your home country.
- in good roadworthy condition, maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable.
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 8m, height 3m, width 2.30m, (please note, vehicles longer than 7 metres may require extended service response times).
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, to a maximum of 8 persons, including the driver.

**Period of insurance** means cover under section 1 - cover prior to departure starts 7 days prior to departure of the booked trip providing you have not purchased this policy within 10 days of your planned departure date. All other benefits apply for the period of your trip, including the direct outward journey from your home. All benefits terminate on completion of your direct return journey home, and at the latest, on expiry of the period of cover for which premium has been paid. Cover under section 5 - vehicle out of use begins up to 7 days before you start your trip. Cover for all other sections applies for the length of each trip.

**Plus cover** means, on payment of an additional premium, increased benefit levels under certain sections of this policy.

**Replacement parts** means those mechanical or electrical components that are essential to return the insured vehicle to a roadworthy condition.

**Track day** means when your car is being driven for any reason on a racing track, on an airfield or at an off-road event. Examples include Nurburgring (Germany) and Cadwell Park in the UK.

**Trip** means any holiday or leisure trip in the insured vehicle, which begins and ends in your home country, within the territorial limits, for which you have paid the appropriate premium and not exceeding the maximum number of days shown in the benefits schedule for the cover you have purchased. Please note cover applies door-to-door, so all the appropriate benefits apply within your home country during your direct journeys between home and the port or international rail terminal. If you travel for more than the number of days for which you have paid for cover, you will not be covered.

**UK area** means Great Britain, Northern Ireland and the Isle of Man.

**We, our or us** means ERV, Albany House, 14 Bishopric, Horsham, West Sussex, RH12 1QN.

**You and your** means each person named on the booking invoice and for whom the appropriate premium has been paid. You must be resident in the UK area or Channel Islands.

## Section 1

### Cover prior to departure

**You are covered** up to the amount shown in the benefits schedule towards the hire of a suitable replacement vehicle, where available, to enable you to carry out your original trip if either of the following occur within 7 days prior to your departure;

- a. the insured vehicle, if stolen, is not recovered before your arranged departure date, or
- b. the insured vehicle is immobilised or made un-roadworthy as a result of breakdown, accident, fire or theft and cannot be repaired within 24 hours following the booked time of departure for the trip.

We will pay for the rental charge, collision damage waiver and any necessary drop off charge.

**Please note** you will be responsible for;

- any damage to the replacement vehicle and any excess imposed by the hire car provider.
- the additional cost of re-booking any sea crossing missed as a result of the incident giving rise to a claim (or, where your original route is unavailable, the nearest suitable alternative sea crossing), if the insured vehicle is repaired within 24 hours after the original time you had planned to depart on the trip.

Any claim involving the hire of a replacement vehicle must have our prior approval. You must contact us as soon as you know your vehicle may be unavailable for the planned trip. Your claim must be supported by a letter from a garage confirming;

- the regular maintenance and servicing of your vehicle.
- precise details of the breakdown or damage.
- breakdown, when occurring, was sudden and unforeseen.
- repairs cannot be effected before the date you plan to begin your trip.

**You are not covered for**

- a. any claim under this section resulting from breakdown if you have purchased this insurance less than 10 days before your planned date of departure.
- b. any claim under this section when actual or imminent breakdown of your vehicle is diagnosed or discovered in the course of a service carried out less than 10 days prior to your planned date of departure.
- c. loss of use of a vehicle hired to you.
- d. the cost of fuel and oil used in any replacement vehicle.
- e. the cost of any optional personal accident insurance or other benefit not specifically covered under this policy.
- f. trips solely within your home country.

**Please also refer to the general exclusions and conditions.**

## Section 2

### Roadside assistance

**You are covered** up to the amount shown in the benefits schedule for roadside assistance and, if necessary, the transport of you and the insured vehicle to the nearest suitable repairer if the insured vehicle is immobilised or made un-roadworthy during a trip as a result of fire, theft, accidental damage or breakdown. Any garage or specialist undertaking repair work (other than at the roadside) will be acting as your agent for such repair work.

**You are not covered for**

- a. labour charges in excess of £100.
- b. the cost of replacement parts or other materials.
- c. any winching costs or the use of specialist off-highway-recovery equipment.

**Please also refer to the general exclusions and conditions.**

## Section 3

### Replacement parts

**You are covered** up to the amount shown in the benefits schedule if the insured vehicle needs replacement parts during a trip outside your home country, and these are not available locally. On receipt of your instructions we will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the insured vehicle. We will endeavour to provide the replacement parts required but we can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

- we will pay the cost of location and transport of the replacement parts. The actual cost of the parts and any customs duty must be paid to us by you, by a debit to your credit or charge card or by a prior deposit of funds in the UK area. When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at your own expense to the supplier.
- if you instruct us to obtain replacement parts and these are not subsequently required, or you do not await their arrival, or you have instructed us to order the incorrect replacement parts, you will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part. If you request a repairing garage or dealer to specify replacement parts then the instructions from the garage or dealer will be treated as coming from you.

#### **You are not covered for**

- a. the actual costs of any parts.
- b. forwarding charges in excess of the market value of the vehicle.
- c. forwarding charges for non-essential replacement parts.

**Please also refer to the general exclusions and conditions.**

## Section 4

### Break-in emergency repairs

**You are covered** up to the amount shown in the benefits schedule for immediate emergency repairs and/or replacement parts, necessary to place the insured vehicle in a secure condition to continue the trip, in the event of a theft (or attempted theft) of the insured vehicle or the contents contained in the insured vehicle during the trip. You must obtain a police report within 24 hours of the incident which gives rise to a claim.

#### **You are not covered for**

- a. damage to paintwork or other cosmetic items.
- b. costs incurred following your return home.
- c. trips solely within your home country.

**Please also refer to the general exclusions and conditions.**

## Section 5

### Vehicle out of use

**You are covered** up to the amount shown in the benefits schedule if the insured vehicle is lost, immobilised or made un-roadworthy during a trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot be completed within 24 hours for;

#### **5.1**

- a. the additional cost of transporting you, with your luggage, to your destination by public transport, or
- b. for the immediate hire of a replacement vehicle, where and when obtainable whilst the insured vehicle remains unserviceable.

We will pay for the rental charge of up to 1 Group C vehicle for standard cover and 1 Group 7 (MPV) or up to 8 Group C

vehicles where this is necessary for the size of your travelling party for plus cover, collision damage waiver and any necessary drop off charge.

**Please note** you will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider. If we are unable to arrange a suitable replacement vehicle as your party is too large, or where it is not available under the suppliers hire terms, you will be required to select one of the other benefits under this section.

#### **OR ALTERNATIVELY**

#### **5.2**

- a. the cost of local overnight hotel accommodation while you wait for repairs to be completed. We will pay bed & breakfast only costs, on condition that this cost is additional to, or in excess of, any accommodation costs you had planned to pay if the loss of use of the insured vehicle had not occurred.

#### **You are not covered for**

- a. the cost of fuel and oil used in any replacement vehicle.
- b. the cost of any optional personal accident insurance or other benefit not specifically covered under this policy.
- c. costs incurred outside the period of the trip.
- d. tolls, fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e. trips solely within your home country.

**Please also refer to the general exclusions and conditions.**

## Section 6

### Alternative driver

**You are covered** up to the amount shown in the benefits schedule, for plus cover only, for all necessary additional costs incurred to repatriate the insured vehicle to your home if the driver is declared medically unfit to drive the insured vehicle in the course of a trip or has to return home early because of what we agree is a serious or urgent reason, and there is no other person qualified and competent to drive. At our option we may elect to provide a qualified driver to drive back the insured vehicle and passengers.

**You are not covered for** trips solely within your home country.

**Please also refer to the general exclusions and conditions.**

## Section 7

### Repatriation

**You are covered** up to the amount shown in the benefits schedule if the insured vehicle is lost, immobilised or rendered un-roadworthy during a trip as a result of fire, theft, accidental damage or breakdown; for;

- a. the cost of transporting you, together with your hand luggage and valuables, back to your home in your home country if the insured vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of your return home. The means of transport to be employed shall be at our discretion.
- b. the cost of transporting the insured vehicle to your home in your home country if repairs cannot be carried out abroad (or the insured vehicle, if stolen, has been recovered but is no longer in a roadworthy condition), by the intended time of your return home. We will pay for necessary garage storage costs up to the amount shown in the benefits schedule and costs of transportation and delivery, including any additional shipping costs.

#### **OR**

When agreed in advance by us, we will pay the cost of one person to travel to the location of the insured vehicle by public transport to drive the repaired vehicle to your home in your home country.

**Please note;**

- the maximum we will pay under this policy to repatriate the insured vehicle will be limited to its current market value in your home country.
- vehicle repatriation will only be carried out when it is apparent that repairs can be effected in your home country, and when you confirm to us that these repairs will be put in hand.
- if you are repatriated by us, we will pay the cost of transporting your personal possessions, other than hand luggage and valuables, to your home either together with, or separately from, the insured vehicle. If a replacement vehicle has been provided, once the vehicle has returned to your home within your home country, it will no longer be covered irrespective of whether the original insured vehicle is still in the process of repatriation.
- when you have paid the premium for plus cover prior to your departure, then in the event that we are repatriating the insured vehicle in the event of breakdown abroad we will pay up to the amount shown in the benefits schedule for a replacement hire car at home pending return of the insured vehicle.
- you will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

**You are not covered for**

- a. repatriation of vehicle occupants injured in an accident involving the insured vehicle.
- b. trips solely within your home country.

**Please also refer to the general exclusions and conditions.**

## Section 8

### Customs regulations

**You are covered** up to the amount shown in the benefits schedule if, as a result of fire, theft, accidental damage or breakdown occurring outside your home country during a trip;

- a. the insured vehicle is beyond economic repair, we may arrange for its disposal under customs supervision in the country where it is situated. In this case we will deal with the necessary customs formalities, or
- b. if the insured vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or you inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay your liability for any duty claimed from you. We will not pay the cost of any other import duties imposed by customs.

**Please also refer to the general exclusions and conditions.**

## Section 9

### Motoring legal protection

#### 9.1 Telephone advice

We will provide telephone advice, guidance and assistance on any legal problem which arises in connection with a trip or in connection with your home. This service is available when you start your trip until 7 days after you return home.

#### 9.2 Bail bond

Following a debit to your credit or charge card, or a prior deposit of funds in the UK area, in our favour we will guarantee up to the amount shown in the benefits schedule to enable you to provide bail or other security to any judicial authority to secure your release and/or the release of the insured vehicle if detained in connection with a road traffic accident.

#### 9.3 Motoring defence

We will pay up to the amount shown in the benefits schedule in respect of legal costs incurred in defending you in a court outside your home country against an alleged motoring offence involving the insured vehicle during a trip.

**You are not covered for**

- a. alleged offences involving breaking the speed limit only, when no other offence is involved.
- b. the defence of an alleged offence where there is no reasonable prospect of affecting the outcome of the prosecution.
- c. costs or expenses incurred without prior authorisation by us.
- d. any claim not notified to us within 28 days of you receiving the summons.
- e. your travelling and subsistence expenses.
- f. fines awarded against you.
- g. driving under the influence of drink and/or drugs or driving above the legally permitted blood/alcohol level.

#### 9.4 Legal expenses

If you suffer death or personal injury during the trip as the result of a road traffic accident, then in the event that you or your personal representatives decide to take out legal proceedings in pursuit of compensation, and we consider that a reasonable settlement is likely to be obtained, we will advance on your behalf;

- a. up to the amount shown in the benefits schedule per person (and in total per insured party) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- b. additional travel expenses in the event that a court abroad requires you to attend in connection with an event giving rise to an action under this section, up to £250 in total per person.

**Please note;**

- when we have instituted proceedings on your behalf and you receive no compensation, or only limited compensation, we will indemnify you against claims for fees, costs and expenses arising out of the proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation you have received, up to the amount shown in the benefits schedule.
- we shall have complete control over the legal proceedings although you do not have to accept the lawyer nominated by us. Lawyers must be qualified to practise in the courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this section is resident. If you are unable to agree with us on a suitable lawyer we will ask the ruling body for lawyers in that country to nominate another lawyer. In the meantime, we may appoint a lawyer to protect your interests.
- if an award of compensation is made and payment is received by you, or by a lawyer instructed on your behalf, then all sums advanced or paid by us shall be repaid out of the compensation received.
- we will not institute legal proceedings in more than one country in respect of the same occurrence.
- you must notify us as soon as possible of any incident which may give rise to a claim, and at the latest, within 90 days.

**You are not covered for**

- a. costs or expenses incurred without prior authorisation by us.
- b. any incident which may give rise to a claim not notified to us within 90 days.
- c. the pursuit of a claim against us, our agent or an insurer underwriting any section of this policy, or a travel agent, tour operator or public transport provider.
- d. actions between you or actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- e. any advice or any claim arising in connection with a trip undertaken solely within your home country.

**Please also refer to the general exclusions and conditions.**

## General exclusions

**You are not covered** for claims arising out of;

1. vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations, a previous inadequate repair, unsuccessful d.i.y. dismantling and/or reassembly and kit cars.
2. any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
3. assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicle's removal.
4. vehicles being used by you for hire or reward during the trip or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests or practising for such events.
5. the provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which our agents have no right of access, or on motor traders' premises.
6. vehicles not in a roadworthy condition at the time cover is effected.
7. any deliberately careless or deliberately negligent act or omission by you.
8. claims arising from loss of or damage to contents of the insured vehicle.
9. notwithstanding any provision to the contrary within this insurance, or any endorsement hereto, it is agreed that this insurance excludes any loss or expense of any nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; war, hostilities or warlike operations (whether war be declared or not), invasion, act of an enemy foreign to your nationality or the country in, or over, which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to your nationality whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded herein is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
10. loss or destruction or damage, or any loss or expense whatsoever resulting from;
  - a. ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. any expense which at the time of incurring such expense is insured by or would but for the existence of this policy

- be insured by any other existing policy or policies or under any motoring organisation's service or other service.
12. the cost of telephone calls when contacting us. Whenever possible we will call you back as soon as possible.
13. subsequent loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on our part can be demonstrated.
14. any tolls, fines, parking charges, or congestion charges arising from use of a replacement vehicle.
15. any winching costs or specialist off-highway recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.
16. the cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be your responsibility to pay for any work carried out.
17. any costs incurred as a result of not carrying a serviceable spare tyre and wheel for your vehicle, caravan or trailer, except for those eligible vehicles that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver alternatives.
18. any costs for locksmiths, glass replacement or tyre specialists are your responsibility.
19. circumstances which were known to you at the date this insurance was arranged or at any time prior to the date of departure. Please refer to the section headed 'important vehicle health check' on page 14.
20. costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which you would have paid for in any case).
21. any claim when you have not paid the appropriate premium for the full number of days comprising your planned trip, irrespective of when the incident giving rise to the claim may occur.

## General conditions

1. you must provide complete and accurate information to us in response to our questions when you take out your insurance policy and throughout the life of your policy. Please see your 'Declaration, important questions relating to health, activities and the acceptance of your insurance'. If you fail to disclose any information we ask for or fail to tell us about a change in circumstances which could influence our decision to accept your insurance or affect the premium charged, your policy may be invalidated and part or all of a claim may not be paid.
2. you must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. You must act as if you are not insured. You must take all steps necessary to expedite the completion of repairs, and you shall not abandon the insured vehicle or any of its parts to us without our authorisation.
3. we will not accept liability for expenses incurred without our prior knowledge or consent and the emergency service must be contacted when an incident arises that may be the subject of a claim.
4. we cannot accept responsibility for the transportation of pet animals or livestock carried within the insured vehicle at the time of an insured incident. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, are not covered by this policy.
5. you must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make

- no admission, offer, promise or payment without our prior written consent. In order to benefit from the cover you or a member other than the policy holder must agree to abide by all the relevant terms, conditions and exclusions of this policy.
6. we will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
  7. you must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact our travel helpline on **+44 (0) 1403 788515**.
  8. in the event of an emergency or of any occurrence which may give rise to a claim for substantial costs under this insurance, you must contact us as soon as practicable. You must make no admission, offer, promise or payment without our prior written consent.
  9. we are entitled to take over your rights in the defence or settlement of a claim, or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters.
  10. we may, at any time, pay to you our full liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action.
  11. if any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer you the option of resolving this by using the arbitration procedure we have arranged. Please see the details shown in the complaints procedure. Using this service will not affect your legal rights.
  12. if any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits claimed and received must be repaid to us.
  13. you will be required to reimburse to us, within 7 days of our request to you, any costs or expenses we have paid out on your behalf which are not covered under the terms of the insurance.
  14. at the time of a claim, at our request you must provide evidence of proper servicing of your vehicle.
  15. a garage or specialist undertaking repair work on your instructions and which is not specifically covered under this insurance will be acting as your agent for such repair work.
  16. this contract of insurance is effected in England and unless otherwise agreed between the policy holder and us is subject to the Laws of England and Wales, the courts of which countries alone shall have jurisdiction in any disputes.
  17. service will be provided only to the insured vehicle, details of which have been supplied to us.
  18. in the event of a valid claim involving your repatriation from a trip, you shall allow us the use of any relevant travel tickets you are not able to use because of the claim.
  19. you must pay the appropriate premium for the full number of days comprising your planned trip. If your trip is planned to exceed the number of days for which we offer insurance then no cover at all shall apply in respect of that particular trip and you will need to make alternative insurance arrangements.
  20. if you have a road traffic accident, you must supply your motor vehicle insurance details to us when we ask for this information. The incident must be reported to us.

## Complaints procedure

We aim to provide a first class service at all times. Should you have any query or complaint regarding;

- A. The sale of your policy, please contact;
 

**Greenbank Holidays Ltd,  
Hartford Manor, Greenbank Lane,  
Northwich, Cheshire, CW8 1HW.  
Tel: 01606 787000**
- B. Your claim, please contact:
 

**ERV, Albany House,  
14 Bishopric, Horsham, West Sussex, RH12 1QN.  
Tel: 01403 788 515  
Email: [eti@erv.co.uk](mailto:eti@erv.co.uk) Website: [www.erv.co.uk](http://www.erv.co.uk)**

Please always quote your insurance reference and claim number and enclose copies of relevant documentation. If you are still not satisfied, you have the right to ask the Financial Ombudsman Service to review your case. This will not affect your right to take action against us.

**Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall,  
London, E14 9SR.  
Tel: 0300 123 9123 or Tel: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. This procedure is intended to provide you with prompt and practical assistance in dealing with any complaints but does not affect your legal rights. Your statutory rights are not affected if you do not follow the complaints procedure above. For further information about your statutory rights contact your local authority, Trading Standards Service or Citizens Advice Bureau.

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## Cancellation provisions

### **Right to return the insurance document**

You have the right to cancel your policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. Provided you have not made, or intend to make, a claim we will refund to you any premium you have paid. If you have made or intend to make a claim you will not be entitled to any premium refund.

### **Cancellation by us**

We may give 7 days notice of cancellation of this policy by recorded delivery letter to you at your last known address.

### **Premium position upon cancellation by us**

If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to you or your estate. If however an incident has arisen during the period of insurance which has or will give rise to a claim, then no refund will be made.

### **Effective time of cancellation**

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the period of insurance for which premium has been paid.

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### **ERV is a member of:**

The Financial Ombudsman Service - [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
 The Financial Services Compensation Scheme - [www.fscs.org.uk](http://www.fscs.org.uk)  
 The European Travel Insurance Group – ETIG  
 Email: [secretariat@eti-group.biz](mailto:secretariat@eti-group.biz) [www.eti-group.biz](http://www.eti-group.biz)  
 ERV have access to the Euro-Center network with offices around the world. USA – PPO: HAA Preferred Partners LLC.



This Insurance policy document should only be used with insurance policies booked through Select Sites.