



ERV Student Medical Expenses Insurance

Policy Wording

ERV Student Medical Expenses Insurance

Welcome to Student Medical Expenses Insurance provided by Guard.me International Insurance (a trading name of Globalguard International Insurance Services Limited) authorised and regulated by the Financial Conduct Authority (FCA) reference number 509721 and underwritten by **ERV**, an Ergo Group Company.

ERV is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G. and trades in the **UK** as ETI International Travel Protection (**ERV**), Companies House Registration FC 25660 and Branch Registration BR 007939. **ERV** is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and subject to limited regulation by the Financial Services Authority. Details of the extent of **our** regulation by the FSA are available from **us** on request. **Our** FSA registration number is 220041.

email: eti@erv.co.uk
www.erv.co.uk

This insurance is available only to persons under the age of 70 who have booked an **Academic Course** with the **Policyholder** and for whom the appropriate premium has been paid prior to travel.

This **Policy** is a legal contract based on the information **you** supplied when **you** applied for this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have answered **our** questions fully and accurately. **You** must tell **us** immediately if there are any relevant changes in **your** circumstances or to the information already given.

The **Policy Wording**, together with the Table of Benefits, and any endorsements that apply sets out the insurance protection being provided in return for **your** premium. It also tells **you** how to make a claim and how to contact **us**. **You** must read all of these documents carefully. Please contact **us** immediately if this insurance does not meet **your** requirements.

Data protection - information uses

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

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Important notes

We wish to bring to **your** attention some of the important features of **your ERV Student Medical Expenses Insurance Policy**. All the words and phrases in bold have special meanings and are defined under **Words with Special Meanings**.

Geographical limit

No cover is provided under this **Policy** for travel outside of **Europe**.

Reasonable care

You are required to take all reasonable care to protect **yourself** and **your** property and to act as though **you** are not insured.

Complaints

The **Policy** includes a **Complaints Procedure** which tells you what steps you can take if **you** wish to make a complaint.

Hazardous Activities and Sports

The **Policy** will not cover **you** when **you** take part in **Hazardous Activities and Sports**. Please see **Appendix 1** for a list of Covered Activities and Sports.

Policy Wording

The **Policy Wording** contains full details of the cover provided plus the conditions and exclusions that apply. **You** must read this document carefully.

Conditions and exclusions

There are conditions and exclusions that apply to individual sections and general conditions, exclusions and terms that apply to the whole **Policy**.

Reciprocal health agreements

You are strongly advised to obtain a European Health Insurance Card (EHIC) before leaving **your** ordinary country of residence. This will entitle **you** to benefit from the reciprocal health agreements which exist between EU countries.

Fraudulent claims

The making of a fraudulent claim is a criminal offence.

Medical expenses

The **Policy** does not provide *private* healthcare unless specifically approved by **ERV's Assistance Company**.

Personal effects/possessions claims

These are settled on an indemnity basis - not on a new for old or replacement cost basis. i.e. a deduction will be made for wear and tear and depreciation

Policy limits

Each section of the **Policy** has limits on the amount **we** will pay under that section. Some sections also include inner limits e.g. for one item or for **Valuables** in total.

Governing law

English law governs **your Policy**.

Cruises

The **Policy** will not cover **you** for trips on Cruise-ships.

Cyber-terrorism

The **Policy** will not cover **you** for the consequences of **Cyber-terrorism**.

Volcanic ash

The **Policy** will not cover **you** if **your** flight is delayed or cancelled due to atmospheric volcanic ash.

Pre-existing Medical Conditions

You are not covered (for the relevant condition) for claims directly or indirectly resulting from **you** having suffered from, or been treated for, or diagnosed with, any of the following medical conditions in the 12 months before the start date of an **Insured Journey**:

- a) a cardiovascular or heart related condition e.g. heart attack, angina, chest pain, hypertension, and the like;
- b) a lung or respiratory related condition (not including asthma, when it is controlled, meaning you have not been admitted to hospital in relation to asthma in the past 2 years and you have no other medical condition);
- c) a cerebrovascular condition, e.g. stroke or T.I.A (transient ischaemic attack)
- d) any form of cancer;
- e) a psychiatric or psychological condition;
- f) an organ transplant or dialysis
- g) a terminal condition

In addition, **you** are not covered if **you** are travelling against medical advice or in order to seek medical treatment.

Table of Benefits

No.	Section	Sum insured
1	Emergency medical & repatriation expenses	£/€10,000,000
	Hospital confinement benefit	£/€100 (£/€20/24hrs)
	Emergency dental treatment	£/€150
	Funeral expenses	£/€2,000
2	Personal accident	£/€25,000
3	Cancellation*	£7,500
4	Curtailement	£/€7,500
5	Travel delay benefit	£/€280 (£/€20/12 hrs)
	Abandonment / Disruption / Missed departure	£/€7,500
6	Personal effects / possessions	£/€2,000
	Single Item Limit	£/€250
	Valuables	£/€250
	Personal Money	£/€250
	Replacement Documents	£/€250
7	Luggage delay	£/€100 (after 12 hrs)
8	Personal liability	£/€2,000,000

£ shall mean UK Sterling; € shall mean Euro

***Cancellation cover is only available for those trips originating in EEA countries**

Words with special meanings

Academic Course: any accredited educational course run by the **Policyholder**.

Bodily Injury: an injury caused solely by sudden unexpected accidental external violent and visible means.

BSAC: British Sub-Aqua Club

Cash: valid coins, bank and currency notes.

Close Business Associate: any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Cyber-terrorism: 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.

EEA: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and UK

ERV/we/our/us: **ERV.co.uk**, a trading name of ETI International Travel Protection

ERV's Assistance Company: an assistance provider being a subsidiary in the **ERV** Group, or a third-party emergency Assistance Company appointed by **ERV**, which meets **ERV** requirements of high-quality services and capabilities.

Europe: Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza, Corsica, Sardinia, Sicily, Malta, Gozo, Crete, Rhodes and other Greek Islands, Northern and Southern Cyprus), Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, Vatican City.

Hazardous Activities and Sports: any sport, pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing infirmity. See Appendix 1 for a list of Covered Activities and Sports.

Hijack: the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

Illness: a sudden, acute and unexpected deterioration in health not caused by **Bodily Injury**.

Insured Event: one occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, giving rise to a claim.

Insured Person/you/your: any person, not ordinarily resident in the **United Kingdom or Europe**, specified in a **Declaration** by the **Policyholder** who is eligible to be insured and for whom premium has been paid prior to travel.

Insured Journey: any trip booked within the **Policy Period** by an **Insured Person** for the purpose of attending an **Academic Course** with the **Policyholder** in the **United Kingdom or Europe**, including **Leisure trips** within **Europe** or the **United Kingdom** up to a maximum of 21 days per trip.

Kidnap: the unlawful holding of an **Insured Person** by a third party without the **Insured Person's** consent and whose release is subject to the fulfilment of certain conditions.

Leisure trip: a journey solely for holiday or leisure purposes commenced and ended during the **Policy Period** from the **United Kingdom or Europe** and which includes a flight or pre-booked overnight accommodation outside the **United Kingdom or Europe**. **Loss of Limb:** in respect of:

1. an arm - permanent physical severance or the permanent total loss of use of an arm at or above the wrist joint; and
2. a leg - physical severance or total loss of use above the level of the ankle (talo-tibial joint).

Loss of Sight: permanent blindness in one eye to the degree that after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less, or permanent blindness in both eyes resulting in the **Insured Person's** name being added to the register of Blind Persons on the authority of a qualified ophthalmic specialist.

Medical Practitioner: a qualified medical physician, not being an **Insured Person** or a **Relative** of an **Insured Person**.

Nuclear, Chemical, Biological, Terrorism Act: the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

PADI: the Professional Association of Diving Instructors.

Partner: the **Insured Person's** married spouse, civil partner or person (including person of the same sex) with whom the **Insured Person** has been cohabiting as though they were their spouse for more than 3 months.

Permanent Partial Disablement : partial disablement which has lasted for at least 12 months and which in **our** opinion is beyond hope of recovery and will in all probability continue for the remainder of the **Insured Person's** life.

Permanent Total Disablement: permanent total disablement resulting in **your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind.

Personal Effects/Possessions: baggage, clothing and personal effects, suitcases, bags and other containers taken on, or acquired during, an **Insured Journey** by **you** (but excluding **Personal Money**), and which are owned by **you** including **Valuables** and gifts purchased outside **your** country of residence.

Personal Money: credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to **you**.

Policyholder: the firm, company or organisation providing **Academic Courses**, named as the **Policyholder** on the **Policy Schedule**, not being an **Insured Person**.

Policy Period: the period to which the insurance applies, between and inclusive of the dates shown as “Cover start date” and “Cover end date” on the **Policy Schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

Policy Schedule: the certificate of coverage under the **Policy**, as amended or endorsed from time to time.

Pre-existing Medical Conditions: **you** travelling against medical advice or in order to seek medical treatment, or in the 12 months before the scheduled departure date on an **Insured Journey you** having being diagnosed with:

- (a) a cardiovascular or heart related condition e.g. heart attack, angina, chest pain, hypertension, and the like;
- (b) a lung or respiratory related condition (not including asthma, when it is controlled, meaning you have not been admitted to hospital in relation to asthma in the past 2 years and you have no other medical condition);
- (c) a cerebrovascular condition, e.g. stroke or T.I.A (transient ischaemic attack)
- (d) any form of cancer;
- (e) a psychiatric or psychological condition;
- (f) an organ transplant or dialysis
- (g) a terminal condition

Private Accommodation: within a permanent building a securely lockable room or connected series of rooms including sleeping quarters for **your** sole private use or the sole private use of **you** and **your Partner**.

Relative: mother, father, sister, brother, grandmother, grandfather, grandchild, relation in law, fiancée, **Partner** or child, (including step-child or adopted child).

Single Item Limit: the maximum amount **we** will pay for any one article, pair or set belonging to **you**. A pair or set is any number of items that belong together or can be used together.

Sports Equipment: those articles which are usually worn, carried or held in the course of participation in a recognised sport.

Strike or Industrial Action: any form of industrial action taken by workers, which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

Terrorism: an act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

United Kingdom: England, Scotland, Wales and Northern Ireland (excluding the Scilly Isles, the Channel Islands and the Isle of Man.)

Valuables: jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to mobile phones, Blackberries, iPods, iPads, Kindles and the like and associated software.

War Risks and Civil Hazards:

(a) any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, uprising or military usurped power (and whether declared or not) or United Nations or NATO enforcement action.

(b) explosion of war weapon(s), utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

General Policy conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. Certain sections of cover have certain additional conditions, which **you** must also comply with.

Age limitation

No cover is provided to any person aged 70 years or above at the start of the **Policy Period**.

Start of cover

Provided that the **Insured Journey** starts and ends within the **Policy Period** and that the appropriate declaration and premium payment have been made:

- (a) In respect of Cancellation, for EEA originating trips only, cover starts on the date the **Insured Journey** is booked and ends with the start of the **Insured Journey**.
- (b) In respect of all other insurance in the **Policy**, cover starts upon arrival in the Academic Course host country and ends when you depart the host country.

Declarations

The **Policyholder** must send to the **Insurer** monthly declarations confirming for each **Insured Person**:

- a) name, date of birth and ordinary country of residence;
- b) start and end date of the **insurance cover required in relation to the Academic Course**; ;
- c) premium due.

Declarations and the gross premium due inclusive of IPT must be sent by the **Policyholder** to Guard.me International Insurance within 30 days of the end of each preceding month.

Non-declaration

No cover is provided under this **Policy** to any person who is not named in the **Policyholder's** monthly declaration, or for whom the appropriate premium is not paid in a timely manner. **We** will not be liable for the errors or omissions of the **Policyholder** in this regard.

Change in business

The **Policyholder** shall give written notice to Guard.me International Insurance within a reasonable time of any alteration in the **Policyholder's** business.

Cancellation

We may cancel this **Policy** or the insurance in respect of any **Insured Person** by giving 30 days written notice (or in the event of non-payment of premium, seven days' notice) to the **Policyholder** at their last known address. If **we** do, the corresponding premium which has been paid for the rest of the current **Policy Period** will be refunded pro rata.

Partners

Partners are only insured under this **Policy** if they are named in the **Policyholder's Declaration** and the appropriate premium has been paid.

Maximum duration

Cover in the **United Kingdom and Europe** is provided to each **Insured Person** for the duration of their stay in relation to their **Academic Course** up to a maximum of 15 months. Cover is provided for

incidental **Leisure Trips** only within **Europe** and the **United Kingdom**, excluding **your** ordinary country of residence and is limited to a maximum of 21 days for any one trip.

Medical examination

You may be required to submit **yourself** to a medical examination and/or deliver or arrange delivery of a medical declaration/copy of a medical report issued by a **Medical Practitioner**.

Taking care

The **Policyholder** and each **Insured Person** must take all reasonable steps to avoid anything which may result in a claim under this **Policy**, which may increase the liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense.

Third Party Contracts Act

A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.

Transferring your interest in the Policy

Neither the **Policyholder** nor any **Insured Person** may transfer their interest in this **Policy** to anyone else.

War Risks and Civil Hazards

The **Policy** covers **you** provided **you** are not in Active service/Taking part (see **General Policy exclusions**) and;

- a) provided that **your** presence in such country or area is:
 - (i) attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **you** are travelling, or
 - (ii) attributable to involuntary diversion or transit due to **Hijack, Kidnap** or other occurrence beyond **your** control, provided always that at the time of such **Hijack, Kidnap** or occurrence **you** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;
- b) for a maximum period of three days from the start of the hostilities or of the insurrection, where **you** are surprised by such events whilst out of the **Academic Course host country** in a country which, until that time was in a state of peace.

General Policy exclusions

These exclusions apply to all sections of **your Policy**. Individual sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover.

We will not pay for any indirect, consequential or economic loss of any kind that does not arise as a direct and foreseeable result of an **Insured Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. In addition, **we** will not pay for liabilities, losses, costs, claims or expenses directly or indirectly occasioned by, happening through or as a consequence of:

Active service/Taking part: active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary or mercenary force, or as part of a voluntary peacekeeping force.

Aviation: flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft.

Criminal acts: any criminal act deliberately or intentionally committed by an **Insured Person**.

Cruises: trips on cruise-ships.

Cyber-terrorism: any consequences of **Cyber-terrorism** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

Decompression: any claim arising as result of flying less than 24 hours after a scuba dive.

Default: the negligence, error or omission of:

- (a) the **Insured Person** or **Policyholder**; or
- (b) any provider of transport or accommodation; or
- (c) any agent or online booking service through whom travel arrangements were made; or
- (d) any **Relative**

Depreciation: depreciation, wear and tear and currency exchange losses.

Disinclination: unwillingness or refusal to travel.

Hazardous Activities and Sports

Any costs incurred as a result of **you** taking part in **Hazardous Activities and Sports**. Please refer to Appendix 1 for a list of Covered Activities and Sports.

Mental illness: incidents arising out of **your** psychological or psychiatric disorder, or any condition of anxiety stress or depression diagnosed prior to an **Insured Journey**.

Pre-existing Medical Conditions: **Pre-existing Medical Conditions** as defined.

Pressure waves: the transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Radiation and explosives: ionising radiation or contamination by radioactivity from any nuclear fuel or 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 of such assembly.

Rescue: air and/or sea search and rescue.

Self-injury: any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or of a drug, including "*legal highs*" or drugs, other than those medically prescribed (but excluding those prescribed in the treatment of drug addiction), or substance or solvents abuse or venereal disease.

Terrorism:

- a) when the incident is covered by government or public authority compensation
- b) leading to a cancellation or curtailment due to fear of travelling or any cancellation if the public means of transport is not departing to the destination as a consequence of the act of **Terrorism** or fear of **Terrorism**
- c) in the form of a **Nuclear, Chemical or Biological Terrorism Act**
- d) in areas which are regarded by **ERV** as **War Risks and Civil Hazards** areas and/or in areas in which **you** are travelling against the advice of the Foreign and Commonwealth Office or World Health Organisation.

War risks and civil hazards: you travelling to or through a country or territory against the advice of the Foreign and Commonwealth Office, (see: www.fco.gov.uk) or World Health Organisation (see: www.who.int)

Volcanic ash: the delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

Claims conditions

Fraud

If **you** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this **Policy** will be lost.

Making a claim

You must notify **ERV** Claims Service as soon as possible upon the occurrence of any **Insured Event** that may give rise to a claim if the value of the claim exceeds or is likely to exceed GBP/EURO 500. Cover will not apply if **you** notify **ERV** more than 60 days after the occurrence of any **Insured Event**.

- 1) Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
- 2) Contact **ERV** Claims Service during normal office hours, Monday to Friday, 09.00 to 17.00, Tel:+44 (0)1403 788 515, e-mail travelclaims@travel-insurance.com as soon as possible, quoting **your Policy** number and tell **us** what has happened.
- 3) Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

Cancellation or curtailment

- 1) If **you** cancel **your** trip for medical reasons, obtain a claim form from **ERV** Claims Service or download one from our website www.erv.co.uk/claims **Your own Medical Practitioner** (GP) should complete the certificate/declaration on the claims form. If the trip is curtailed for medical reasons, obtain a medical certificate from the treating **Medical Practitioner** in the locality where the incident occurred.
- 2) Keep receipts and account for all expenses incurred.
- 3) Notify the tour operator or travel agency where **your** trip was booked, if applicable.
- 4) Contact **ERV** Claims Service as soon **you** know that there is a possibility of **your** journey not taking place.
- 5) Obtain authorisation from **ERV** Claims Service or **ERV's Assistance Company** before incurring any expenses in curtailing **your** trip.

Medical and medical-related expenses

- 1) For all claims of less than GBP/EURO 1000 complete a claims submission online at www.guard.me making sure to include scanned versions of your invoices and receipts (please keep all originals as they may be required).
- 2) For all claims of over GBP/EURO 1000 download a claim form from www.erv.co.uk/claims (or request one from **ERV** Claims Service), which **you** should fill in and send to **ERV** Claims Service, together with receipts for any medical costs **you** may have had to pay **yourself** such as prescription charges and the like. **You** must obtain and provide **us** with original receipts.
- 3) If **you** are admitted to a hospital or clinic as an in-patient, **ERV's Assistance Company** must be notified immediately, before incurring expenses and in any event within 48 hours.
You should provide them with:
 - (i) **Your** name, age and **Policy** number
 - (ii) A contact telephone number for **you**
 - (iii) The name and contact details of the hospital or clinic including telephone

- (iv) A description of the medical problem
- 4) If **you** are travelling within the **European Union** and carrying the European Health Insurance Card, **you** should use the Card to reduce the claim.

Travel delay and disruption

- 1) **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights". If **you** fail to do so **your** claim may be denied.
- 2) To make a claim under the **Policy**, **you** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
- 3) Contact **ERV** Claims Service on **your** return to obtain a claims form or download one from our website www.erv.co.uk/claims.

Personal Effects/Possessions

- 1) For all loss or damage in transit claims, including delayed **Personal Effects/Possessions** report to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
- 2) For all damage claims obtain an estimate for repairs.
- 3) In the event of baggage delay, retain receipts for the purchase of essential replacement items.
- 4) **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
- 5) Contact **ERV** Claims Service on **your** return to obtain a claims form or download one from our website www.erv.co.uk/claims.
- 6) **You** must retain and produce at **your** own expense all receipts, reports and documentary evidence required by **us** to support your claim.

No interest

No interest shall be added to any claims payments.

Other insurance

If **you** claim under this **Policy** for something which is also covered by another insurance policy, including credit card insurance, **you** must provide **us** with full details of the other insurance policy. **We** will only pay our pro rata share of any claim apart from a valid personal accident claim, which **we** will pay in full.

Rights and responsibilities

We will be entitled to take over and conduct in **your** name (at **our** expense) the defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **you** will give all such information and reasonable assistance as **we** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **ERV**.

In case of **Illness** or **Bodily Injury** **we** may approach any doctor who may have treated **you** during the period of three years prior to the claim and **we** may at our own expense, and upon reasonable notice to **you** or **your** legal personal representative, arrange for **you** to be medically examined as often as required, or in the event of death, have a post mortem examination of **your** body. **You** will supply, at **your** own expense, a doctor's certificate in the form required by **us** in support of any medical-related claim under the **Policy**.

Helplines

ERV Emergency Assistance

Calls from UK and Ireland

tel +44 (0) 207 902 7405

Calls from outside of UK and Ireland

tel. +44 (0)1444 454 540

Non medical claims

tel. +44 (0)1403 788 515

Claims Forms (Non-emergency)

Visit **our** Website to download a claim form and information sheet: www.erv.co.uk/claims or call +44 (0)1403 788 515

Complaints Procedure

We sincerely hope **you** will not need to complain about **your** insurance **Policy** or claims settlement. However, if **you** do wish to complain please forward details of **your** complaint to:

The Managing Director

ETI International Travel Protection

Albany House, 14 Bishopric,

Horsham, West Sussex RH12 1QN, England

email: eti@travel-insurance.com

www.erv.co.uk

If the matter still cannot be resolved to **your** satisfaction **you** should write to:

The Financial Ombudsman Service

South Quay Plaza 2,

183 Marsh Wall, London E14 9SR

www.financial-ombudsman.org.uk

The Financial Ombudsman Service can only deal with **your** claim after **you** have followed the full complaints procedure. If **you** use the 'Complaints procedure', **your** right to take legal action against **us** is not affected.

Section 1: Emergency medical and repatriation expenses

What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**. If **you** sustain actual **Bodily Injury** or suffer **Illness** outside **your** ordinary country of residence, **we** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in the Table of Benefits which are necessarily incurred in respect of the following:

A Emergency Medical and Transportation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges, nursing home and necessary additional accommodation during recuperation
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

What is not covered

1. Admission to a private hospital/clinic unless approved by **ERV's Assistance Company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense which **you** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury**, **Illness**, disease of complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. Any costs arising from a pregnancy which was of more than 28 weeks duration at the start of an **Insured Journey**.
7. Cost of medical treatment provided and covered under a state insurance or private health scheme.
8. Costs of medication or treatment which were known to be required or continued during the **Insured Journey**.
9. Costs of health or medical treatment provided in **your** ordinary country of residence.
10. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **your** return to **your** ordinary country of residence.
11. Cost of any form of cardiac or organ transplant surgery unless authorised by **us** in advance of being performed.
12. Cost of the service of a chiropractor, chiropodist or osteopath.
13. Non-medical costs such as telephone, fax and internet.
14. Psychological counselling.
15. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.

B Hospital Confinement Benefit

1. An amount is provided, as shown in the Table of Benefits, for each 24-hour period that **you** are admitted to a hospital as an inpatient or held in compulsory quarantine outside **your** country of residence.

C As a result of the hospitalisation of an Insured Person, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort such Insured Person or similar expenses for a travel companion staying with you.

1. Reasonable transport and accommodation expenses (room only) of one **Relative** or friend required on medical advice and authorised by **ERV Claims Service** or **ERV's Assistance Company** to travel to **you** and/or remain with **you**.
2. **ERV** travel insurance for a person summoned or a travel companion staying with **you**.
3. Reasonable additional travelling expenses incurred by **you** in returning to **your** home address.
4. Reasonable additional accommodation expenses (room only) incurred by **you** beyond the number of days pre-booked in the event of serious **Bodily Injury** or **Illness** for which a claim is admitted under section A.

What is not covered

1. An escort may not be summoned and covered under this **Policy** if the **Insured Person** is to be repatriated or released from the hospital/clinic within the following three days unless the hospitalised **Insured Person** is less than 18 years of age.
2. Any expense which **you** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

D Funeral expenses and body repatriation

1. Cost of returning **your** body or ashes to **your** home address or burial or cremation in the country in which death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one **Relative** to travel out and accompany the remains.

What is not covered

1. Any expense which **you** incur more than 12 months after the occurrence of the **Bodily Injury** or **Illness** to which the claim refers.

Additional conditions applying to Policy Section 1

- (a) All coverage under this Section must be prescribed or recommended by a **Medical Practitioner**. If **you** are admitted as an in-patient in a hospital/clinic **you** must notify **ERV's Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification to **ERV's Assistance Company**, then **ERV** is only liable for such costs as **ERV** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
- (b) **ERV's Assistance Company's** doctors have the authority on behalf of **ERV** to decide whether or not a repatriation is preferable based on an evaluation of **your** medical condition.
- (c) In case of repatriations/evacuation, **ERV** will decide the transport mode considering **your** medical condition and needs and the accessibility of **your** location. The transport can be

carried out by air-ambulance, helicopter, scheduled or charter aeroplane, train, ambulance, taxi and the transport may be conducted together with other persons e.g. on scheduled or charter flights

- (d) **You** are required to ensure that **you** have received the vaccinations recommended by the World Health Organisation (WHO) or any public **United Kingdom** health authority prior to **your** travel, including any malaria medications recommended. If **you** fail to take such precautions and it is determined that the **Illness** is a result of **your** negligence **your** cover under Section 1 may be void.
- (e) **ERV** will provide repatriation by scheduled or charter flights in economy class where it is available and meets **your** medical needs.

Section 2: Personal accident

What is covered

This part of the **Policy** sets out the cover **we** provide in total to each **Insured Person** per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits**, in the event of **Bodily Injury** as a sole and direct result of an accident during the **Insured Journey** giving rise to:

A. Death occurring within 12 months of the incident

100% of the sum insured

B. Permanent Total Disablement

100% of the sum insured

C. Permanent Partial Disablement

a percentage of the sum insured in accordance with the following Scale of Injuries:

Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%
G.	Total loss of use of:	
	i) the back or spine below the neck with no damage to the spinal cord	40%
	ii) the neck or cervical spine with no damage to the spinal cord	30%
	iii) a shoulder, elbow or wrist	25%
	iv) a hip, knee or ankle	20%
H.	Loss of or total loss of use of:	
	i) a thumb	30%
	ii) a forefinger	20%
	iii) any other finger	10%
	iv) a big toe	15%
	v) any other toe	5%
I.	Compensation for any Permanent Partial Disablement not listed above will be calculated based on a medical assessment by us of the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation.	

What is not covered

1. Death or disablement not resulting from accidental **Bodily Injury** occurring during the **Policy Period**.
2. Disablement arising from repetitive stress (strain) injury or syndrome or any gradually operating cause.

Additional conditions applying to Section 2

- (a) Compensation for disablement will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- (b) Disablement is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insured Event** causing **Bodily Injury**.
- (c) It is a condition for payment of disablement compensation under sections B and C that **you** are alive on the date of payment.
- (d) **We** will not pay any benefits solely because **you** are unable to take part in sports or pastimes.
- (e) If **you** disappear but no death certificate has been issued, **we** will wait for a suitable period of time during which **we** will consider all available evidence and if **we** have no reason to suppose other than that death has occurred as a result of an accident, **we** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **us**.
- (f) Any disablement compensation that has been paid in connection with an **Insured Event** subsequently resulting in death will be deducted from the sum insured for death.
- (g) The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured.
- (h) A pre-existing disablement does not entitle **you** to any higher assessment of compensation than if such disablement had not previously existed.
- (i) If **you** are insured under more than one of **our** policies, **we** will not pay out more than the highest sum insured under any one of **our** policies in total.
- (j) If several **Insured Persons** suffer **Bodily Injury** in the same **Insured Event**, **our** aggregate limit shall not exceed £1,000,000. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.
- (k) **You** (or in case of **your** death, **your** personal representatives (next of kin)) must provide **us** with satisfactory medical and other information or allow **us** access to full medical records and/or death certificates as requested.
- (l) The **Policy** does not cover Personal Accidents which are a consequence of an act of **Terrorism** in the form of a **Nuclear, Chemical or Biological Terrorism Act**, which occur in **War Risks and Civil Hazards** areas or result from **your** participation in **Hazardous Activities and Sports**.

Section 3: Cancellation

THIS COVER IS ONLY AVAILABLE FOR THOSE TRIPS ORIGINATING IN EEA COUNTRIES

What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits**, following necessary and unavoidable cancellation of an **Insured Journey**.

A All study related travel charges which you have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the trip which you are necessarily required to cancel as a result of:

1. **Your accidental Bodily Injury or Illness** or death or that of a **Relative** or a **Close Business Associate**.
2. **You** having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the trip, except as an expert witness in a professional capacity.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) provided that such notice of redundancy is advised to **us** within 14 days of its announcement.
4. **Your** private dwelling or own business premises becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling or own business premises occurring within 7 days of **your** scheduled trip start date.

What is not covered

1. Any cancellation of a **Non-EEA Incoming Trip**.
2. Any cancellation of a trip which was booked prior to the **Policy Period**.
3. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **you** booked **your** trip.
4. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
5. Any cancellation arising from a complication of pregnancy which was of more than 28 weeks duration when the **Insured Journey** was booked.
6. Any cancellation following **your** disinclination to travel or to continue with **your** trip or loss of enjoyment on **your** trip.
7. Any cancellation as a consequence of **Terrorism** including **your** fear of travelling.
8. Any cancellation of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office or World Health Organisation has currently issued a recommendation "not to travel".
9. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel.
10. Any charges in respect of the **Insured Journey**
 - (i) for which there is no contractual liability; or
 - (ii) which are recoverable elsewhere.
11. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier, travel operator or policyholder.
12. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
13. Any claim arising from a psychological/mental illness suffered by **you** or a **Relative** whether travelling or not.

Additional conditions applying to Section 3

- (a) **You** are obliged to immediately advise **us** of any changed circumstances which become apparent after the date of issue of the **Policy** and before commencement of any trip during the **Policy Period** which **you** could reasonably foresee as likely to give rise to a claim under the **Policy**. **We** reserve the right to alter the terms of insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **you** in

respect of loss of deposits or charges, which **you** have necessarily incurred up to the date of advice to **us** of such changed circumstances.

- (b) If several **Insured Persons** are involved in the same **Insured Event**, **our** aggregate limit shall not exceed £75,000. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.

Section 4: Curtailment

What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits**, following necessary and unavoidable curtailment of an **Insured Journey** after arrival in the Academic Course host country.

A All reasonable additional travel expenses incurred by you in returning to your home address in your country of residence where such return is urgently necessitated by:

1. The death, serious **Illness** or severe injury of your **Relative** or **Close Business Associate**.
2. **Your Kidnap** or the **Hijack** of the scheduled public transport in which **you** are travelling.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) provided that such notice of redundancy is advised after **your** departure.
4. **Your** private dwelling or own business premises becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling or own business premises occurring at any time after commencement of the **Insured Journey**.

What is not covered

1. Any curtailment prior to arrival in the Academic Course host country.
2. Any curtailment of a trip which was commenced prior to the **Policy Period** unless declared to and accepted by **us**.
3. Any curtailment as a consequence of **Terrorism**.
4. Any curtailment of a trip due to the risk of contracting an epidemic or pandemic virus/illness unless the Foreign and Commonwealth Office or World Health Organisation has issued a recommendation "not to travel" after **your** departure.
5. Any costs arising from **your** Normal Pregnancy, without any accompanying **Bodily Injury**, **Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. Any curtailment arising from a complication of pregnancy which was of more than 28 weeks duration at the start of the **Insured Journey**.
7. Any expense following **your** disinclination to travel or to continue with **your** trip or loss of enjoyment on **your** trip.
8. Any expense arising from circumstances which could reasonably have been anticipated at the time **you** commenced **your** trip.
9. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail.
10. Any charges in respect of the **Insured Journey**
 - (i) for which there is no contractual liability; or
 - (ii) which are recoverable elsewhere.
11. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.

12. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.

Additional conditions applying to Section 4

- (a) Provided that a trip is curtailed due to **your Bodily Injury or Illness**, a **Medical Practitioner** must confirm that such Curtailment was medically necessary. All Curtailment costs must be authorised in advance by **ERV's Assistance Company**.
- (b) If several **Insured Persons** are involved in the same **Insured Event**, **our** aggregate limit shall not exceed £75,000. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.

Section 5: Travel delay and disruption

What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits**, following travel delay and disruption after arrival in the Academic Course host country.

A Travel Delay on Outward Journey / Abandonment

Delay to departure of at least twelve hours due to failure or delay of pre-booked public means of transport on which **you** are scheduled to travel.

- 1. An amount as shown in the **Table of Benefits** for each full twelve-hour period that **you** are delayed or,
- 2. The full deposit or cancellation charges (non-recoverable) if after 48 hours delay to **your** outward journey from **your** ordinary country of residence, **you** choose to cancel the trip.

What is not covered

- 1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **your** trip was booked.
- 2. Costs or charges for which the airline or other carrier will compensate **you**.
- 3. Circumstances which could reasonably have been anticipated at the date **your** cover started or **you** booked the **Insured Journey**.

B Travel Disruption, Missed Departure or Catching up with the Scheduled Itinerary occurring after having commenced the Outward Journey or in connection with the Return Journey

Disruption of scheduled travel itinerary due to failure or delay of pre-booked public means of transport (to intermediary or return airports), or the missing of any pre-booked flight connection as a result of a failure or delay of any flights on which **you** are travelling.

- 1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking until **you** are able to resume **your** scheduled itinerary.

What is not covered

- 1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **your** trip was booked.

2. Costs or charges for which the airline or provider of transport or accommodation will compensate **you**.
3. Circumstances that could reasonably have been anticipated at the date **you** bought the **Policy** or booked the **Insured Journey**.

C Travel Delay occurring en route to point of departure (outward or return journey) resulting in a Missed Departure

An accident or breakdown involving the car or public means of transport in which **you** are travelling, or an accident causing a traffic holdup or in which **you** are involved by providing first aid which causes **you** to arrive at the airport, port or station **you** are leaving from too late to commence the pre-booked planned journey.

1. Reasonable additional accommodation and travel expenses of an equivalent standard to the original booking up to the sum Insured for each **Insured Person**.

What is not covered

1. Delay caused by **Strike or Industrial Action** that started or was announced before **your** trip was booked.
2. Costs or charges for which a car rental company, a transport provider or other insurance policy will compensate **you**.
3. Circumstances that could reasonably have been anticipated at the date **your** cover started or **you** booked the **Insured Journey**.

Additional Conditions applying to Policy Section 5

Each **Insured Person** must:

- (a) Take all reasonable steps to complete the scheduled journey on time.
- (b) Check in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption,
- (c) Comply with minimum check-in and connecting times or if not published allow 2 hours on international flights and 1 hour on domestic flights.
- (d) Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
- (e) Obtain a motor breakdown service or repairer's report if **you** miss **your** departure due to the breakdown of the private vehicle in which **you** were travelling.
- (f) Obtain a police accident report if **you** miss **your** departure because the private vehicle in which **you** were travelling was involved in an accident, or **you** were withheld as a witness.
- (g) Obtain written confirmation from the public transport provider if **you** miss **your** departure due to the failure or delay of the means of public transport on which **you** were travelling.
- (h) Apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".

Section 6: Personal effects/possessions

What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in **Table of Benefits** for the loss, damage or theft of **Personal Effects/Possessions**.

A Accidental loss, damage or theft of Personal Effects/Possessions

Loss of or theft of or damage to **Personal Effects/ Possessions** belonging to **you**. **We** will cover at our option:

1. cost of replacement as new for items up to 1 year old; or
2. the intrinsic value of items more than 1 year old; or
3. the cost of repair if more economical.

subject to **ERV** not paying more than the sum insured in total or more than any **Single Item Limit** and **Valuables** limits set out in the **Table of Benefits**.

What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
 - (i) due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging;
 - (ii) due to atmospheric or climatic conditions;
 - (iii) during any process of cleaning, dyeing, repairing or restoring;
 - (iv) to **Sports Equipment** while in use;
 - (v) due to mechanical or electrical breakdown or derangement;
 - (vi) to any items being shipped as freight or under a bill of lading;
 - (vii) to **Personal Effects/Possessions** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
 - (viii) as a result of **Valuables**, fragile articles or electrical equipment being packed in suitcases or similar receptacles whilst in transit;
 - (ix) to optical equipment or contact lenses.
4. Any loss of unattended items left in a public place, or at your lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.

B Accidental loss or theft of Personal Money and travel documents

Accidental loss or theft of **Personal Money**, passport, flight tickets and other travel documents belonging to **you** (whilst on **your** person, in a safety deposit box within a hotel or bank or whilst in securely locked **Private Accommodation** up to the sum insured shown in the **Table of Benefits** including the sub limit for **Cash**. Cover is provided during the **Insured Journey** and up to 72 hours before and after the **Insured Journey**.

1. If **you** are under the age of 18 **we** will not pay more than 20% of the sum insured for loss of **Personal Money**.
2. Reasonable additional costs incurred in obtaining replacements.

What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses:
 - (i) occurring as a result of **Personal Money** being packed in suitcases or similar receptacles whilst in transit;
 - (ii) arising due to non-compliance with any of the terms of issue of any **Personal Money**;

- (iii) not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained;
 - (iv) occurring as a result of **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers.
3. Any loss of unattended money left in a public place, or at your lodgings unless in securely locked **Private Accommodation**, or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.

Additional Conditions applying to Section 6

- (a) If any **Personal Money** is lost by or stolen from **you**, then it shall be a condition of payment of such a claim that **you** report such loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
- (b) **We** shall only be responsible for losses of **Personal Money** or **Cash** to the extent **you** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
- (c) Original purchase receipts will be required for items of luggage, clothing or **Personal Effects** where these are less than one year old.

Section 7: Luggage delay

What is covered

This part of the **Policy** sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits** for the delay of **Personal Effects/Possessions** by more than twelve hours after **your** actual arrival time.

- 1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.
- 2. In the event that no emergency purchases are made a cash benefit of £50 is available per **Insured Person**.

What is not covered

- 1. Losses in respect of any **Personal Effects/ Possessions** which are
 - (i) delayed on a return journey to **your** ordinary country of residence; or
 - (ii) whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

Additional Conditions applying to Policy Section 7

- (a) Baggage which fails to arrive in a timely manner must be reported to the airline, carrier or their agent prior to leaving the baggage reclaim area and a Property Irregularity Report obtained.
- (b) Any payment made for delay under Section 7 will be deducted from any subsequent payment made for loss, theft or damage under Section 6.

Section 8: Personal liability

What is covered

This part of the **Policy** sets out the cover **we** provide in total, per **Insured Journey**, not exceeding the sum insured set out in the **Table of Benefits**, in relation to personal liability.

A Costs and expenses for which you are legally liable in a personal capacity in respect of accidents happening during the Policy Period resulting in:

1. Loss of or damage to material property not belonging to, in the charge of or under the control of **you**, a **Relative**, a member of **your** household or of a person in **your** service.
2. **Bodily Injury**, death or disease to any third-party person, not otherwise being an **Insured Person**, a **Relative**, a member of **your** household or a person in **your** service.

The indemnity provided by this section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date on which **we** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **you** with **our** written consent.

In the event of **your** death, **your** personal representative will receive the benefit of the cover provided by this section.

What is not covered

1. Where legal liability arises directly or indirectly out of **your**:
 - (i) trade profession or business;
 - (ii) having incurred contractual liability unless such liability would have attached in any event in the absence of such contract;
 - (iii) ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts;
 - (iv) having transmitted disease to other persons via infection or otherwise;
 - (v) wilful, malicious or criminal acts;
 - (vi) ownership, possession or use of animals or firearms;
 - (vii) ownership of any land or buildings.
2. Any liability arising out of actions between **Insured Persons** or between the **Policyholder** and **Insured Persons**.
3. Any fines or other penalties.
4. Legal liability in respect of loss or damage to any property owned or held in trust by **you** or in **your** custody or control other than the use of hotel and similar temporary accommodation.

Additional conditions applying to Section 8

- (a) If **you** know of any **Insured Event**, which may result in a claim under this section **you** must:
 - (i) inform **us** in writing without delay;
 - (ii) send all correspondence and legal documents to **us** unanswered;
 - (iii) refrain from discussing liability with any third party.
- (b) No admission, offer, promise, payment or indemnity may be made by **you** without **our** prior written agreement.
- (c) **We** are entitled to take over the defence and settlement of any claim against **you** in your name and have full discretion in the conduct of any proceedings and the settlement of any claim.

- (d) **We** may at **our** own expense take proceedings in **your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
- (e) If several **Insured Persons** are involved in the same **Insured Event**, **our** aggregate limit shall not exceed £2,000,000. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.

Appendix 1

Any activities or sports NOT listed in the table below are considered to be **Hazardous Activities and Sports** and are NOT covered by the **Policy**.

Covered Activities and Sports	
Archery (amateur)	✓
Badminton (amateur)	✓
Baseball (amateur)	✓
Basketball (amateur)	✓
Beach Games	✓
Bungee Jump (maximum of 3 jumps)	✓
Camel / Elephant Riding (incidental)	✓
Clay Pigeon Shooting	✓
Cricket (amateur)	✓
Dinghy Sailing	✓
Fencing	✓
Fishing	✓
Football (amateur)	✓
Golf (amateur)	✓
Hiking (under 2000m altitude)	✓
Hockey (amateur)	✓
Ice Skating	✓
Jet Boating	✓
Jogging	✓
Marathon Running (amateur)	✓
Netball (amateur)	✓
Orienteering	✓
Outwardbound Pursuits	✓
Paintballing	✓
Parascending / Parasailing (over water)	✓
Pony Trekking	✓
Racquetball	✓
Rambling	✓
Roller Blading	✓

Rounders	✓
Rowing	✓
Running - sprint / long distance (amateur)	✓
Safari (UK organised)	✓
Scuba diving (* conditions apply – see below)	✓
Skate Boarding	✓
Skiing (on piste only)	✓
Snorkelling	✓
Snowboarding (on piste only)	✓
Squash (amateur)	✓
Surfing (amateur under 14 days)	✓
Tennis (amateur)	✓
Tobogganing	✓
Tour Operator Safari	✓
Track Events	✓
Trekking (under 2000m altitude)	✓
Volleyball (amateur)	✓
War Games	✓
Water Polo (amateur)	✓
Water Skiing (amateur)	✓
Windsurfing (amateur)	✓

***Scuba diving conditions**

Qualified divers, diving with a dive-buddy and in accordance with the guidelines of the relevant diving organisation will be covered as follows:

Qualification	Maximum depth
PADI Open Water	18 metres
PADI Advanced Open Water	30 metres
BSAC Ocean Diver	20 metres
BSAC Sports Diver	30 metres
BSAC Dive Leader	30 metres

Other qualifications may be accepted but must be declared to **us** prior to travel.

If **you** do not hold a diving qualification, **we** will only cover **you** to dive to a maximum depth of 18 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

You will not be covered under this **Policy** if **you** travel by air within 24 hrs after participating in a scuba dive.

Contact details

ERV.co.uk is a trading name of ETI International Travel Protection, the UK branch of Europäische Reiseversicherung AG, registered at Companies House FC 25660, BR 007939

The **ERV** website is: www.erv.co.uk

ERV

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ERV's Assistance Company

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The Financial Services Compensation Scheme

www.fscs.org.uk

The European Travel Insurance Group – ETIG

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www.eti-group.biz

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