Holiday TRAVEL INSURANCE 2019



ERV
WSHL/2019

Alfa TRAVEL

Leisureplex
HOLIDAY HOTELS

Valid for departures on or before 31st December 2019

SUMMARY OF COVER

Cover limits and applicable excesses per person

Section and Cover	Benefit	Excess
1. Cancellation and Curtailment/ Loss of Deposit	£3,000 (River Cruise Holidays) £1,500 (Other Holidays)	£45 for holidays under £150 and £55 for holidays over £150. (£10 in respect of Loss of Deposit)
2. Travel delay and disruption		
- Delay	£20 per 12hrs (max £60)	Nil
- Abandonment after 12 hours	£2,500	As Per Cancellation
- Missed Departure	£100UK/£300EU	Nil
3. Emergency medical and repatriation expenses	£2,000,000 EU/ £2,500 UK Only	£55
- Hospital confinement benefit UK	£10 per 24hrs (max £100)	Nil
- Hospital confinement benefit outside of the UK	£15 per 24hrs (max £450)	Nil
- Funeral expenses and body repatriation	£5,000 EU/£1,500 UK Only	£55
- Emergency dental treatment	£250	£55
- Taxi fares	£1,000	£55
4. Personal accident		
- Death (aged over18)	£15,000	Nil
- Death (under 18)	£1,000	
- Death (aged 66 or over)	£7,500	
- Permanent total disablement	£15,000	
- Loss of limb(s) or total and irrecoverable loss of Sight	£15,000	
5. Personal effects and money	£1,500	£55
- Single Item limit	£200	
- Valuables limit	£400	
- Personal money	£200	£55
- Cash	£200 (£50 under 18)	£55
- Loss of passport/travel documents	£200	Nil
6. Luggage delay	£50 per 12 hours (minimum 12 hours - max £100)	Nil
7. Personal liability	£2,000,000	Nil
8. Legal costs and expenses	£25,000	Nil

USEFUL TELEPHONE NUMBERS

Emergency Assistance Tel: 01403 288167 (from abroad) Tel: 0044 1403 288167

General Claims Tel: 01403 288170 **Changes in Health** Tel: 01403 788974

Insurer

Welcome to the Alfa Travel and Leisureplex Hotels Client Holiday Travel Insurance underwritten by ERV the United Kingdom branch of Europäische Reiseversicherung A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, (ERV) Companies House Registration FC 25660 and Branch Registration BR 007939. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - **www.bafin.de**) and subject to limited regulation by the Financial Conduct Authority (FCA - **www.fca.org.uk**). Details of the extent of **Our** regulation by the FCA are available on request. **Our** FCA registration number is 220041. **This insurance is available only to residents of the United Kingdom** who purchase their cover before they travel.

Demands and Needs

This travel insurance **Policy** will suit the Demands and Needs of an individual, or group (where applicable) who have no excluded medical conditions, are travelling to countries included within the **Policy** terms and who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance **Policy**.
Subject to terms and conditions and maximum specified sums insured.

Important Information

This insurance **Policy** will have been sold to **You** on a non- advised basis and it is therefore for **You** to read this insurance **Policy** (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of **Your** requirements. If upon reading this **Policy You** find it does not meet all of **Your** requirements, please refer to the Option To Cancel section.

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. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about Pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions.
The **Policy Wording**, together with **Your Policy Schedule** 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.

Option To Cancel

You may cancel this **Policy** within 14 days of its issue (provided **You** have not commenced the **Trip**) and, subject to **You** not having or intending to make a claim, a full refund of premium will be made. If **You** choose to cancel and a claim has been made or the **Trip** has commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Period of Cover** will be refunded pro rata.

Important Information: Please read - We strongly recommend that You keep a record of all information given to Us.

Health Conditions

We shall not be liable for claims WHERE AT THE TIME OF TAKING OUT THIS POLICY AND BETWEEN THAT TIME AND YOUR DEPARTURE:

a. **You** are aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim (for example the state of health of a Close Relative, Business Associate or any person on whom **Your** travel plans depend).
b. The **Insured Person** whose medical condition gives rise to a claim:
   ii. Is receiving, or on a waiting list for, surgery, in-patient treatment or investigations in a hospital, clinic or nursing home.
   ii. Is travelling against any health requirements stipulated by the carrier, their handling agents or other public transport provider.
   iii. Is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment abroad.
   iv. Has been given a terminal prognosis.

Please note: If **You** are on medication at the time of travel, **Your** medical condition(s) must be stable and well controlled.
If **You** are travelling **outside** of the UK **You** must notify the Change in Health helpline immediately if a change in health occurs (including any change to medication) between the date this policy is issued and **Your** scheduled date of departure.

Words with Special Meanings

The words and phrases shown in bold have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this **Policy**.
Europe - all countries in mainland Europe West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire.
Family and Couples - the insured and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 23 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.
Illness - a sudden and unexpected deterioration in health not caused by Bodily Injury.
Immediate Relative - Mother, father, sister, brother, wife, husband, fiance(e), common-law spouse (including their immediate relatives), partner, daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in law, sister-in-law, brother-in-law, step-parent, step-child, step-brother or step-sister.
Insured Journey/Trip - a Leisure **Trip** not exceeding the maximum number of days for which **You** have paid premium and which is shown on **Your Policy Schedule**, commenced and ended during the **Period of Cover** from or within the **United Kingdom**.
Insured/Insured Person/You/Your - any person named on the **Policy Schedule** who is eligible to be insured and for whom premium has been paid.
Insurer/ERV/We/Us/Our - ERV trading as ETI International Travel Protection, other than where exceptionally defined elsewhere in the **Policy**.
Nuclear, Chemical or 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 synthesized toxins) which causes **Illness** and/or death in humans, animals or plants.
Period of Cover - the period to which the **Policy** applies, as indicated by the **Period of Cover** on **Your Policy** Schedule.
Policy Schedule - the invoice issued by **Your** Tour Operator or Travel Agent which shows important details including **Your** premium amount and details of **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.
Policy Wording/Policy - this document that contains full details of the cover provided plus the conditions and exclusions that apply. **You** must read this **Policy Wording** carefully.
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.
United Kingdom - England, Scotland, Wales, Northern Ireland 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 video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to iPods, iPads, Kindles and the like and associated software.

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

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

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

War Risks and Civil Hazards

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

b. Explosion of war weapon(s), utilization 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.

SECTION 1 - CANCELLATION AND CURTAILMENT

This section of the **Policy** sets out the cover **We** will provide to each **Insured Person** per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable cancellation of a **Trip** in relation to all travel charges that **You** have paid and/or are contracted to pay before the booked departure date and which **You** cannot recover, as a result of any of the following events:-

1. The death, **bodily injury**, illness, disease, or complications arising as a direct result of pregnancy of **You**, any person who **You** are travelling or have arranged to travel with, or you have arranged to stay with or any other person upon whom the trip depends.
2. **You** or any person who **You** are travelling or have arranged to travel with or any other person upon whom the trip depends being quarantined, called as a witness at a Court of Law or for jury service attendance.
3. **Redundancy** of **You** or any person who **You** are travelling or have arranged to travel with or any other person upon whom the trip depends who qualifies for payment under current **United Kingdom** redundancy payment legislation, and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant.
4. **You** or any person who **You** are travelling or have arranged to travel with, or any other person upon whom the **Trip** depends are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your**/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation could not reasonably have been expected at the time when **You** purchased this insurance or at the time of booking any **Trip**.
5. **You** having to stay at **Your Home** due to serious damage to **Your Home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people, burglary or adverse weather conditions.
6. Adverse weather conditions, failure of public transport or breakdown of the motor vehicle in which **You** are travelling to the departure point which prevents **You** from being able to get to the scheduled departure point.
7. Accidental bodily injury or accident involving any house pet, where **Your** attendance at home is recommended by the treating vet.
8. Divorce or relationship breakdown where formal legal advice has been sought.

Exclusions applying to this Section - What is not covered

Any cancellation or curtailment arising from:

1. Circumstances that could reasonably have been anticipated at the time **You** booked **Your Trip** or purchased this insurance.
2. **Your** disinclination to travel or to continue with **Your Trip** or **Your** loss of enjoyment of the **Trip**.
3. Terrorism that has not been advised by the Foreign and Commonwealth Office, including **Your** fear of travelling.
4. 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 **Your Trip**.
5. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied or to obtain the required passport.
6. Psychological/mental Illness suffered by **You** unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field.
7. **Policy** Excess may apply. Please refer to the **Summary of Cover**.

SECTION 2 - TRAVEL DELAY AND DISRUPTION

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover** following travel delay and disruption.

A. Travel delay on outward journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which **You** are scheduled to travel

1. The amount as shown in the **Summary of Cover** for each full twelve-hour period that **You** are delayed or
2. The full deposit or cancellation charges (non- recoverable) if, after 12 hours delay to **Your** outward journey from the **United Kingdom**.

B. Missed departure

Disruption of **Your** scheduled travel itinerary due to the failure or delay of any pre-booked public transport to the **Trip** destination point.

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) to the original booking, necessarily incurred to reach the booking destination.

Exclusions applying to this Section - What is not covered

1. Travel delay caused by **Strike or industrial action** that started or was announced before **Your Trip** was booked or the insurance was purchased.
2. Costs or charges for which the airline or the provider of transport or accommodation will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought or the **Trip** was booked.
4. Payment shall not be made under both this section and Section 3 respect of the same event.

SECTION 3 – EMERGENCY MEDICAL AND REPATRIATION EXPENSES

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual bodily Injury or suffers **Illness** outside the **United Kingdom** (unless specifically covered below), **We** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in **Summary of Cover** on page 2, which are necessarily incurred in respect of the following:

A. Emergency medical and repatriation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment, and prescribed medication.
2. Hospitalisation charges, nursing home and additional accommodation during recuperation.
3. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
4. The cost of taxi fares necessarily incurred.

Exclusions applying to this Section - 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 that **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 claims for costs related to Pregnancy or Childbirth unless the claim is certified by a medical practitioner as necessary due to complications of Pregnancy or Childbirth.
6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the **Trip**.

B. Emergency repatriation or evacuation of the Insured Person as a consequence of illness or Bodily Injury

1. Costs of **Your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home.
3. Repatriation of accompanying **Family** and **Couple** members where an **Insured Person** has been hospitalised or has died.
4. Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

Exclusions applying to this Section - What is not covered

1. Any costs of repatriation or evacuation as a result of **Your** taking part in any excluded Hazardous Activities and Sports including dangerous expeditions or from an area which is considered by **Us** to be a **War Risk** or **Civil Hazard** area.
2. Any expense that **You** incur more than 12 months after the occurrence of the bodily injury or Illness to which the claim refers.

C. Funeral expenses and body repatriation

1. Cost of returning **Your** body or ashes to **Your** home address and/or the cost of cremation or burial in the country where death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one relative to travel out and accompany the remains.
3. Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

Additional conditions applying to this Section

1. All cover 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, then **We** are only liable for such costs, as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
2. ERV's Assistance Company's doctors have the authority on **Our** behalf to decide whether or not a repatriation is preferable based on an evaluation of **Your** medical condition.
3. Where repatriation/evacuation is required, **We** will decide on the mode of transport taking into consideration **Your** medical condition, any medical requirements and the accessibility of **Your** location. The transport can be carried out by air ambulance, helicopter, scheduled or charter aeroplane, train, taxi and/or with other persons e.g. on scheduled or charter flights (economy class).
4. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation (WHO) or United Kingdom public health authority prior to **Your** travel including malaria medication. If **You** fail to take such precautions and it is determined that the Illness is a result of **Your** negligence, **Your** cover under this Section may be void.

SECTION 4 - PERSONAL ACCIDENT

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in the **Summary of Cover**, who sustains bodily injury as a sole and direct result of an accident during the **Trip** giving rise to Death occurring within 12 months of the accident, loss of one or more limbs, or one or both eyes 50%, permanent total disablement 100%.

Exclusions applying to this Section - What is not covered

1. Any insurance event arising as a consequence of a nuclear, chemical or biological **Terrorism** act.
2. Any bodily Injury which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War Risk and Civil Hazard** area
   i. Any insurance event arising from **You** being the driver, rider or passenger of a quad bike, all-terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not
   ii. **Your** participation in any excluded Hazardous Activities and Sports.

SECTION 5 - PERSONAL EFFECTS AND MONEY

Loss of or damage to luggage and personal effects, cash, travel tickets all being owned and taken on the **Trip**, or purchased during the **Trip**, by **You**. Conditions: **You** shall

1. Take all reasonable care for the supervision of the property.
2. Immediately report all loss or damage to property to either the police or other relevant authority and obtain from them a written report in substantiation of the claim. All necessary action to recover the property should be undertaken and produce receipts or other evidence of value and ownership should be provided where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
3. Retain all damaged items.
   The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **We** may at **Our** option replace, reinstate or repair the lost or damaged items.
4. Loss or damage to spectacles or sunglasses will be limited to £150 in total.

Exclusions applying to Luggage and Personal Money

1. Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit
2. Telecommunications and motor vehicle related equipment and accessories
3. Loss or damage to:-
   (a) Dentures, or hearing aids, dental or medical fittings
   (b) Sports equipment and protective clothing - whilst in use.
4. Loss or damage in the custody of an airline or other carrier recoverable from such carrier.
5. Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

SECTION 6 - LUGGAGE DELAY

If **Your** entire luggage is temporarily lost or delayed in transit on the outward journey and not returned to **You** within 12 hours of the discovery of same **We** will pay **You** up to the Sum Insured with a payment up to £100 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**.

SECTION 7 - PERSONAL LIABILITY

This section of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, in relation to personal liability.

A. Costs and Expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Cover** resulting in:

1. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family** and **Couple** or household or of a person in **Your** service.
2. Bodily injury, death or disease to any third party who is not an **Insured Person**, a member of **Your Family** and **Couple** or household or in **Your** Service.

The indemnity provided by this section extends to cover Costs and Expenses recoverable by **You**, 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 cover provided by this section.

Exclusions applying to this Section - What is not covered

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

Additional conditions applying to this Section

1. If **You** know of any insurance 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. Not discuss liability with any third party.
2. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
3. **We** are entitled to take over the defense 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.
4. **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.
5. Where more than one **Insured Person** is involved in the same insurance event, the maximum **We** will pay in total is £2,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

SECTION 8 - LEGAL COSTS AND EXPENSES

This section is underwritten and administered by DAS Legal Expenses Insurance Company Limited.

Words with special meanings applicable to this section:

Appointed Representative: the Preferred Law Firm, law firm or other suitably qualified person which **We** will appoint to act on **Your** behalf.

Costs and Expenses

a. All reasonable and necessary costs charged by **Your Appointed Representative** and agreed by **Us** in accordance with **Our Standard Terms of Appointment**.
b. The costs incurred by opponents in civil cases if **You** have been ordered to pay them, or **You** pay them with **Ou**r agreement.

DAS/We/Our/Us: DAS Legal Expenses Insurance Company Limited.

Insured Incident: a specific or sudden accident during an **Insured Journey** which causes **Your** death or bodily injury.

Preferred Law Firm: a law firm or barristers' chambers which **We** choose to provide legal services. These legal specialists are chosen based on their proven expertise to deal with claims like **Yours** and must comply with **Our** agreed service levels, which **We** audit regularly. They are appointed according to **Our Standard Terms of Appointment**.

Reasonable Prospects: for civil cases, the prospects that **You** will recover losses or damages (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defense or make a successful appeal or defense of an appeal, must be at least 51%. **We**, or a Preferred Law Firm on **Our** behalf, will assess whether there are **Reasonable Prospects**.

Standards Terms of Appointment: the terms and conditions (including the amount **We** will pay to **Your Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

What is covered

In the event of an **Insured Incident** which causes **Your** death or bodily injury **We** will pay up to £25,000 for the Costs and Expenses of an **Appointed Representative**, to provide legal advice and where there are **Reasonable Prospects** to take legal action on **Your** behalf to recover losses or damages against negligent third-parties.

What is not covered - Exclusions applying to this section

We will not pay for the following:

1. A claim where at any point, **We** or the **Appointed Representative** assess that there are not **Reasonable Prospects** of success.
2. Any legal proceedings not dealt with by a court of law or by another body agreed by **Us**.
3. A claim where **You** have failed to notify **Us** of the **Insured Incident** within a reasonable time of it occurring and where this failure adversely affects the **Reasonable Prospects** of a claim or **We** consider that **Our** position has been prejudiced.
4. An **Insured Incident** arising before the start, or after the end of an **Insured Journey**.
5. Costs and Expenses incurred before **Our** written acceptance of a claim.
6. In the event that **You** decide not to use the services of a Preferred Law Firm, any Costs and Expenses in excess of those which **We** would have incurred had **You** done so under **Our Standard Terms of Appointment**.
7. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
8. 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.
9. Defending **Your** legal rights (**We** will however, cover defending a counter-claim.)
10. Any claim relating to clinical negligence.
11. Fines, penalties, compensation or damages that a court or other authority orders **You** to pay.
12. Any legal action which **You** take that which **We** or the **Appointed Representative** have not agreed to, or where **You** do anything that hinders **Us** or the **Appointed Representative**.
13. A dispute with **Us** which is not otherwise dealt with under Section 8 condition 7.
14. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
15. Any Costs and Expenses which are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.

16. A claim against **Us**, **Our** agent, tour operator or travel agent.
17. Any claim where **You** are not represented by a law firm or barrister.

Additional conditions applying to this section

1. a. On receiving a claim, if legal representation is necessary, **We** will appoint a Preferred Law Firm or in-house lawyer as the **Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
   b. If the appointed Preferred Law Firm or **Our** 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 **Your Appointed Representative**.
   c. If **You** choose a law firm as the **Appointed Representative** who is not a Preferred Law Firm, **We** 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 **We** will pay is the amount **We** would have paid if they had agreed to **Our Standard Terms of Appointment**.
   d. The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.
2. a. **You** must co-operate fully with **Us** and with the **Appointed Representative**.
   b. **You** must give the **Appointed Representative** any instructions that **We** ask **You** to.
3. a. **You** must tell **Us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **Our** written consent.
   b. If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay any further Costs and Expenses.
   c. **We** may decide to pay **You** the reasonable value of **Your** claim, instead of starting or continuing legal action. In these circumstances **You** must allow **Us** to take over and pursue or settle any claim on **Your** behalf. **You** must also allow **Us** to pursue at **Our** own expense and for **Our** own benefit, any claim for compensation against any other person and **You** must give **Us** all the information and help **We** need to do so.
   d. Where a settlement is made on a without-costs basis **We** will decide what proportion of that settlement will be regarded as Costs and Expenses and payable to **Us**.
4. a. **You** must instruct the **Appointed Representative** to have Costs and Expenses taxed, assessed or audited if **We** ask for this.
   b. **You** must take every step to recover Costs and Expenses and court attendance that **We** have to pay and must pay **Us** 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 **We** provide will end immediately, unless **We** agree to the appointment of another **Appointed Representative**.
6. If **You** settle or withdraw a claim without **Our** agreement, or do not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim from **You** any Costs and Expenses **We** have paid.
7. In respect of an appeal or the defense of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the Costs and Expenses for appeals, **We** must agree that **Reasonable Prospects** exist.
8. For an enforcement of judgment to recover money and interest due to **You** after a successful claim under this section, **We** must agree that **Reasonable Prospects** exist, and 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 **We** will pay in Costs and Expenses is the value of the likely award.
9. If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure, **You** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **You** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.
10. **We** may require **You** to obtain, at **Your** expense, an opinion on the merits of the claim or proceedings or on a legal principle from a legal expert. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this, **We** 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 **We** have agreed to) or make a successful defense.
11. **You** must:
    a. Keep to the terms and conditions of this section.
    b. Take reasonable steps to avoid and prevent claims.
    c. Take reasonable steps to avoid incurring unnecessary costs.
    d. Send everything **We** ask for, in writing.
    e. Report to **Us** full and factual details of any claim as soon as possible.
    f. Give **Us** any information **We** need.
12. **We** will, at **Our** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **We** will not pay the claim if:
    a. A claim **You** have made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
    b. A false declaration or statement is made in support of a claim.
13. If any claim covered under this section is also covered by another **Policy**, or would have been covered if this section did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.
14. In the event of **Your** death as a result of an **Insured Incident** the benefits of this cover will attach to **Your** personal representative (next of kin).
15. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies.
    All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
16. Apart from DAS, an **Insured Person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

Eurolaw Legal Advice

We 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 **Our** UK-based call centers 24 hours a day, seven days a week. However, **We** may need to call **You** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am- 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and **We** will call **You** back within operating hours.

To help check and improve service standards, **We** record all inbound and outbound calls.

To contact the above service, phone **Us** on +44 (0) 117 934 0548. When phoning, please quote **Your Policy** number. **We** will not accept responsibility if the Helpline Service fails for reasons which **We** cannot control.

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 additional conditions, which must also be complied with.

Commencement of cover

Cover for cancellation commences for Single **Trip** policies on the 'issue date' shown on **Your Policy Schedule**, cover commences from the effective date when **You** leave **Your** usual place of residence to commence the **Trip**, and continues until the time of **Your** return to **Your** usual place of residence on completion of the **Trip** or expiry of the **Period of Cover** (whichever is the earlier).

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** - **You** cannot transfer **Your** 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 below) 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, 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 **Your** country of residence in a country which, until that time was in a state of peace.

These exclusions apply to all sections of **Your Policy**. The sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover in which they are expressly referred to.

This **Policy** does not cover 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 force or as part of a voluntary peacekeeping force.

MAKING A CLAIM

1. Before making a claim, please check the **Policy Schedule** and **Policy Wording** to see whether **You** have cover.
2. Please remember to keep relevant original receipts and reports (not photocopies), as they will be required for any claim. **You** must be able to document all expenses incurred.
3. Remember to quote **Your Policy** number.

For medical emergency, medical related expenses, repatriation and evacuation claims Please call **Our Assistance Company** Tel. 01403 288167 or from abroad +44 1403 288167 at any time of the day or night.

1. Please call ERV's Assistance Company as soon as possible for cases involving hospitalisation or if **You** need a medical referral.
2. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.

For all other Non medical claims Tel: 01403 288 170 or download a claims form via www.erv.co.uk/coach. Claims should be notified as soon as possible but no later than 30 days after the Insurance Event.

For Legal Costs and Expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.
DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Tel. +44 (0)117 934 0548 fax.+44 (0)117 934 2109
email newclaims@das.co.uk

Claims should be notified as soon as possible but no later than 30 days of **You** becoming aware of the Insurance Event.

No interest shall be added to any claims payments.

Other insurance

If any **Insured Person** claims under this **Policy** for something which is also covered by another insurance **Policy** or by credit card insurance, the **Insured Person** 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 defense 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.

Complaints

We aim to provide the highest service standards at all times, however, if for any reason **You** are not satisfied, **We** would like to hear from **You**. The procedure below has been put in place to ensure that **Your** concerns are dealt with promptly and fairly. Please remember to quote **Your** name as shown on **Your Policy Schedule** and the **Policy** number and, if **Your** complaint is about a claim, the claim number in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

ERV - Afon House, Worthing Road, Horsham, West Sussex, RH12 1TL,
United Kingdom.

If **You** wish to make a specific complaint about the legal expenses section of **Your Policy**: Section 8 - Legal Costs and Expenses, please forward details of **Your** complaint to:

The Managing Director

DAS Legal Expenses Insurance Company Ltd.,

DAS House, Quay Side Temple Back, Bristol BS1 6NH.

If a complaint still cannot be resolved to **Your** satisfaction, **You** have the right to refer to:

The Financial Ombudsman Service Exchange Tower, London E14 9SR.

www.finanical-ombudsman.org.uk

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

Fraud detection and prevention & claims history

You, or anyone acting for **You** must not act in a fraudulent manner.

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the Police, loss adjustors and other third parties that **We** engage to investigate claims;
2. Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We**, and other organisations involved in the administration of **Your Policy**, may also search these agencies and databases to:-
   a. Help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
   b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
   c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;
   d. Undertake credit searches and additional fraud searches.
   e. **We** can supply on request further details of the databases **We** access or contribute to when **We** investigate claims, **We** may conduct searches of publicly accessible information about **You** available on the internet, including using sources such as search engines and social media.

Data protection notice

Consent

When **You** bought **Your** policy **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your** policy, to be collected and processed by **U**s in accordance with this Data Protection Notice.

How we use Your Personal Data

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

We collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller of the arrangement and processing of this policy and the handling of claims under it, is **ERV**.

Special Categories of Personal Data

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

Sharing Your Personal Data

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

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

We may transfer **Your** personal data outside of the European Economic Area ("EEA").

Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your Rights

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

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

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

Further Information

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

Data Protection Officer, ERV, Afon House, Worthing Road, Horsham, RH12 1TL,
United Kingdom

Email: david.edmands@erv.co.uk

Phone: +44 (0) 1403 788 510

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.

Alfa Travel Limited is an appointed representative of Wrightsure Services (Hampshire) Ltd which is authorised and regulated by the FCA (their registration number is 311394) and which is permitted to advise on and arrange general insurance contracts. You can check these details online using the Financial Services Register (accessible from www.fca.org.uk) or be contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

Alfa Travel Limited only offer Tour Operators Insurance from a single Insurer. Details of the Insurer 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, Wrightsure Services (Hampshire) Limited, Unit D2 Fareham Heights, Standard Way, Fareham, Hampshire, PO16 8XT, complaints@wrightsure.com, 01329 828228. 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, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 0800 023 4567. 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 on 0800 678 1100 or 020 7741 4100 or by visiting http://www.fscs.org.uk/.

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 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 &/or 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 0232 or 0233 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.

Protecting your information

We will only use your personal details in line with our Privacy Notice. This can be found on our website or is available in hard copy format upon request and you should read this carefully and contact us immediately if you have any queries. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

I have read and understand the above information and confirm that I have been provided with 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 Alfa Travel Limited Limited.

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:

- A policy booklet or similar, detailing policy terms, conditions, exclusion and your cancellation rights and price information including all applicable taxes and where applicable interest payments.

- A break down of the premium paid, and the amount of insurance premium tax applicable.

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