

WORLDWIDE TRAVEL
COVER TERMS
AND CONDITIONS
FOR PERSONAL
HEALTHCARE

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WELCOME TO VITALITYHEALTH

ABOUT THIS DOCUMENT

These are the terms and conditions of our travel cover. They are in addition to, where appropriate, the terms and conditions of your main VitalityHealth plan and both should be read as if they are one document.

You only have this cover if you have chosen it and it shows in your certificate of insurance.

We have tried to make sure this document is as clear and straightforward as possible. There are, however, certain words that have special meaning that we'd like to draw to your attention:

We/us/our - means VitalityHealth (Vitality Health Limited - the insurer that underwrites the plan).

You/your - means the **planholder** and **insured dependants**. Where the words 'you' or 'your' refer specifically to the **planholder**, we'll say 'you (the **planholder**)'.

We have printed the remaining defined words in bold to help you identify them as you read through this document. You'll find a full explanation of each word in the 'Definitions' section at the back of this document or in your main terms and conditions document.

WORLDWIDE TRAVEL COVER EXPLAINED

In this section we've set out the rules on paying benefits under your worldwide travel cover and some specific exclusions that apply to each benefit.

The remaining exclusions applying to your travel cover are contained within the 'Travel benefit - what's not covered' section. All benefits are per insured person unless stated otherwise.

IMPORTANT NOTES

You and your **insured dependants** can only claim benefit for the items listed in the benefit table and in any official notice or endorsement we issue while the plan is in force.

We don't pay for any costs that aren't directly related to the benefit you're claiming for. For instance, we don't pay for loss of earnings if you fall ill or are injured whilst abroad, nor for extra costs because your pet dog or cat has had to stay longer in a kennel or cattery.

You can only claim under the section 'Overseas medical and other expenses' of the benefit table in cases of emergency. By emergency, we mean you need immediate medical **treatment** that the attending medical practitioner confirms cannot wait until you return to the **UK**. Non-urgent cases that can reasonably be delayed should wait until you return to the **UK**.

This cover only applies to **holidays** and **business trips** outside the **UK**. No cover is available for trips within the **UK**.

You are covered for any number of **holidays** or **business trips** of up to 120 days each, per **plan year**. You are not covered for any portion of a trip planned to last longer than 120 days.

In the case of cover under the 'winter sports' section, this is limited to a total of 21 days per insured person in any one **plan year**.

If the main purpose of your **holiday** or **business trip** is to take part in a particular activity, for example hazardous sports, you must contact us first to make sure you are covered.

You and your **insured dependants** must:

- take all reasonable steps to avoid, or keep to a minimum, any loss, damage or expense, and
- make every reasonable effort to recover any lost property you are claiming for under this plan.

If any incident leads to a claim, you must complete a claim form and send it to our customer services team within 31 days of the **holiday** or **business trip** finishing. If you tell us that the supporting documents are not available in time, we may give you longer to provide them and confirm this decision in writing.

If you need medical **treatment**, we will pay for **treatment** at the nearest appropriate facility, which may not always be a private hospital.

Our travel assistance partner runs a 24-hour emergency service for your benefit. So in a medical emergency, they will give you help and advice and, if necessary, arrange emergency repatriation.

You must contact them in the event of an illness or accident which may lead to **in-patient treatment** or before any arrangements are made for repatriation. Calls to them may be recorded and monitored, to improve customer service.

They will normally only handle cases involving an **in-patient** stay or other serious emergency. They will not normally guarantee costs for claims that involve **out-patient treatment** only. You will need to pay these costs yourself at the time you receive **treatment** and submit a claim for reimbursement to VitalityHealth when you return to the **UK**.

We will only consider a claim under sections 'Loss of or damage to personal belongings' and 'Loss of personal money' if you tell the Police, in the country where the theft or loss occurred, (and, if appropriate, the tour operator or their carriers or agents) within 24 hours of discovering the loss. You must also get a written report from the Police in the country where the loss or theft occurred.

Where a single incident results in a claim on more than one of the benefits, you will only need to pay the excess once. The excess applied will be the highest excess that applies to any benefit you claim for.

If you, or your **insured dependants** or, in the case of business travel, your employer, have taken out insurance covering travel, personal liability, household contents or all risks, we'll only pay our share of the insured risk.

If you claim for medical expenses under your travel cover and your **treatment** continues on your return to the **UK**, that **treatment** will then become a new claim under your private health insurance plan and will be subject to its terms and conditions.

IMPORTANT REGULATORY INFORMATION

VitalityHealth is a trading name of Vitality Health Limited and Vitality Corporate Services Limited. Vitality Health Limited, registration number 05051253 is the insurer that underwrites this insurance plan. Vitality Corporate Services Limited, registration number 05933141 acts as an agent of Vitality Health Limited and arranges and provides administration on insurance plans underwritten by Vitality Health Limited.

Registered office at 3 More London Riverside, London, SE1 2AQ.
Registered in England and Wales.

Vitality Corporate Services Limited is authorised and regulated by the Financial Conduct Authority. Vitality Health Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check our authorisation on the Financial Services Register by visiting the Financial Conduct Authority's website:

register.fca.org.uk

or by contacting them directly on

0800 111 6768

PURPOSE OF THIS COVER

This cover is designed to meet the needs of individuals who wish to insure themselves against the financial impact of unforeseen events which might take place whilst travelling. Where medical care is required, it is intended to cover **treatment** required urgently or in an emergency, that could not have waited until the scheduled return to the **UK**. To ensure you are completely confident that this cover will meet your needs, we would advise you to read the plan documentation to ensure that it meets any specific requirements you might have.

TRAVEL BENEFIT - YOUR COVER EXPLAINED

OVERSEAS MEDICAL AND OTHER EXPENSES

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>Charges for emergency in-patient hospital treatment:</p> <ul style="list-style-type: none"> • accommodation, nursing, drugs prescribed in a ward, intensive care • operating theatre charges, surgical dressings and drugs • surgical appliances needed as a vital part of an operation • diagnostic tests, including pathology, radiology, CT, MRI and PET scans. 	<p>Full cover* up to the cost of that hospital's standard single room.</p>	<ul style="list-style-type: none"> • for treatment for, or expenses arising from, a tropical disease where you or your insured dependant have not had the NHS recommended inoculations and / or taken the NHS recommended medication • for treatment for the same or related condition for longer than 24 months, starting from the date of the insured person's first treatment. This limit is reduced to 12 months if the insured person is aged 65 or over at the time of their first treatment • the first £50 of every claim (this does not apply when claiming under the transfer of body or ashes back to the UK benefit or under burial/cremation outside of the UK) • for treatment or help given in the UK • for surgery, medical or dental treatment which the medical practitioner, treating you or your insured dependant, and our travel assistance partner agree can be reasonably delayed until returning to the UK • for surgery, medical or dental treatment where you or your insured dependant travel against medical advice, or where you are unwell immediately prior to travel and fail to seek the advice of a medical professional as to whether you are fit to travel, or against the health requirements of the airline, ship or other public transport provider you are using • claims where you or your insured dependant were travelling after being diagnosed by a medical practitioner as having a terminal condition. If this applies to you, please contact us before the departure date, as in some circumstances we may still be able to offer cover
<p>The fees of surgeons, anaesthetists, physicians, physiotherapists and specialists for in-patient and out-patient treatment.</p>	<p>Full cover*</p>	
<p>The cost of an ambulance to transport you to hospital.</p>	<p>Full cover*</p>	
<p>The use of wheelchairs and crutches to support your condition until your return to the UK.</p>	<p>Full cover*</p>	
<p>With the prior approval of our travel assistance partner:</p> <ul style="list-style-type: none"> • the reasonable additional accommodation costs and travelling expenses for one person required on medical advice to travel to, or to remain behind with, a sick or injured insured person who is travelling for pleasure 	<p>Full cover*</p>	
<ul style="list-style-type: none"> • the reasonable additional accommodation costs if you or your insured dependant are required on medical advice to stay beyond your scheduled return date, until you are fit to return to the UK. Additional accommodation should be of the same standard as the accommodation booked for the scheduled part of the trip. 	<p>Full cover*</p>	
<p>Repatriation expenses (the reasonable additional cost of returning home), if, during a holiday or business trip:</p> <ul style="list-style-type: none"> • you or your insured dependant have to go into hospital immediately as a direct result of a serious injury or sudden illness, and • a doctor chosen by our travel assistance partner decides that you or your insured dependant must be taken immediately to a hospital in the UK. 	<p>Full cover*</p>	

OVERSEAS MEDICAL AND OTHER EXPENSES (CONTINUED)

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>If you or an insured dependant die:</p> <ul style="list-style-type: none"> the cost of transferring the body or ashes back to the UK (but not funeral and burial costs), or the cost of burial or cremation outside of the UK. 	<p>Full cover*</p> <p>Up to £1,000</p>	<ul style="list-style-type: none"> the costs of repatriation where this has not been approved and arranged by our travel assistance partner or any other individual or company acting on our behalf. We will not pay any air travel costs that are more than a return economy / tourist class ticket unless medically necessary if repatriation was against medical advice for treatment for cosmetic purposes.

* The maximum overall benefit for each insured person per **holiday** or **business trip** is £10,000,000.

LOSS OF OR DAMAGE TO PERSONAL BELONGINGS

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>Loss of or damage to personal belongings either taken on or bought during the holiday or business trip, or sent on in advance.</p> <p>In the event of a theft or loss, all items must be reported to the Police, in the country where the theft or loss occurred, within 24 hours of discovering the loss and a written report must be obtained. If the theft or loss occurred in a hotel you must have also reported it to the hotel management within 24 hours.</p> <p>When travelling, valuables should be kept with you at all times and not put in suitcases that are being checked in.</p>	<p>Up to £2,000 for each insured person per holiday or business trip.</p> <p>Up to £500 for any one item, pair or set of articles</p> <p>In the event of loss or damage, we'll decide to:</p> <ul style="list-style-type: none"> pay the cost of repairing the item; or replace the item; or pay the cost of replacing the item whichever is the most suitable option in our opinion. Where we pay the cost of replacing an item, we'll deduct an amount for wear and tear. 	<ul style="list-style-type: none"> the first £50 of every claim claims for theft, loss of, or damage to: <ul style="list-style-type: none"> contact or corneal lenses, spectacles or sunglasses hearing aids sports and leisure equipment while in use ski and snowboarding equipment (this is covered under the 'Winter sports' section) business equipment (e.g. company laptops and mobile phones), goods or samples stamps or documents (e.g. tourist visas, driving licences) dental or medical aids and appliances (e.g. mouth guards, foot supports and neck collars) musical instruments vehicles and motor accessories pedal cycles boats and ancillary equipment. <p>Additional exclusions apply to 'Loss of or damage to personal belongings' - please see the section 'Travel benefit - what's not covered'.</p>

LOSS OF PERSONAL MONEY

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>Loss of personal money.</p> <p>This must be reported to the Police, in the country where the theft or loss occurred, within 24 hours of discovering the loss and a written report must be obtained. If the loss occurred in a hotel, you must have also reported it to the hotel management within 24 hours.</p> <p>Please note: this payment is subject to proof of withdrawal of the currency and a deduction may be made for the days of the trip that have elapsed since the loss.</p>	<p>Up to £1,000 for each insured person per holiday or business trip. (maximum of £50 per insured person under the age of 16).</p>	<ul style="list-style-type: none"> the first £50 of every claim. <p>Additional exclusions apply to 'Loss of personal money' - please see the section 'Travel benefit - what's not covered'.</p>

DELAYED DEPARTURE

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>Should the ship, aircraft, train or coach that you or your insured dependants are booked to travel on be delayed by at least 12 hours because of strike, industrial action, bad weather or mechanical breakdown.</p> <p>If the delay becomes longer than 24 hours then we will pay a further:</p>	<p>£50 for each insured person.</p> <p>£50 for each insured person.</p> <p>The maximum benefit payable is £100 for each insured person per holiday or business trip.</p>	<ul style="list-style-type: none"> in circumstances where the tour operator or transport provider has requested you do not travel to the departure airport should you fail to check-in according to the official itinerary, unless it was caused by a strike, industrial action or bad weather in circumstances where a ship, aircraft, train or coach is taken out of service on the recommendation of a Port Authority, Civil Aviation Authority or any similar transport regulating body either for mechanical or safety reasons. This includes where air space is closed due to volcanic ash <p>Additional exclusions apply to 'Delayed departure' - please see the section 'Travel benefit - what's not covered'.</p>

MISSED DEPARTURE

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>Additional transport costs to enable you and your insured dependants to reach your international departure point or destination following failure of public transport, or your vehicle breaking down en route to the departure point or destination.</p> <p>To make a claim for missed departure due to vehicle breakdown you must provide evidence of the breakdown, i.e. a report by the breakdown recovery provider.</p>	<p>Up to £500 for each insured person per holiday or business trip.</p>	<ul style="list-style-type: none"> the first £50 of every claim costs to recover your vehicle costs to repair your vehicle for the insured person not allowing sufficient time for their journey for non-mechanical breakdown for delays caused by strike or industrial action which has started or was announced before the insured person made their travel arrangements when the scheduled public transport operator has offered reasonable alternative travel arrangements.

CANCELLING THE TRIP OR CUTTING IT SHORT

WHAT'S COVERED

This applies if you or your **insured dependants** have to cancel the **holiday** or **business trip**, or have to cut it short or change the itinerary after the **departure date** as a direct and necessary result of any of the following:

- illness or death of an insured person, **close relative** or any person you or your **insured dependants** intend to travel with, stay with or do business with during the **holiday** or **business trip** (please note: for claims for cancellation or cutting the trip short due to illness, we require a medical report from the attending medical practitioner)
- you or your **insured dependants**, or any person you or they intend to travel with, stay with or do business with during the **holiday** or **business trip**, being placed in quarantine, summoned for jury service, called as a witness in a court of law or hijacked
- you or your **insured dependants** being declared redundant within the terms of the Employment Protection Act (or any later employment law). This benefit does not apply for **business trips**
- your or your **insured dependants'** normal home becoming unfit to live in after accidental damage
- you or your **insured dependants** being told to stay at home by the Police after theft at your home or place of business
- the ship, aircraft, train or coach you or your **insured dependants** intend to travel on being delayed by at least 24 hours as a direct result of strike, industrial action, bad weather conditions or mechanical breakdown.

WE WILL PAY

Up to the cost of the **holiday** or **business trip** but no more than £4,000 for each insured person per **holiday** or **business trip**.

WE WILL NOT PAY

- the first £50 of every claim
- for expenses that should be paid by the tour operator, hotel or provider of transport including alternative travel costs
- if the illness or death leading to the cancellation could reasonably have been foreseen at time of booking
- for anything that the provider of transport or accommodation, or an agent the travel arrangements were made through, fails to do
- for not wanting to travel or if the financial circumstances change for any insured person. However, we do include loss of employment through redundancy that qualifies for payment under current redundancy law
- for extra charges from the tour operator above basic brochure prices
- for failing to tell the travel agent, tour operator or provider of transport or accommodation as soon as it becomes necessary to cancel or cut short the travel arrangements
- for any illegal act or criminal proceedings against any person the **holiday** or **business trip** depends on (unless attending a court under summons as a witness).
- in circumstances where a ship, aircraft, train or coach is taken out of service on the recommendation of a Port Authority, Civil Aviation Authority or any similar transport regulating body either for mechanical or safety reasons. This includes where air space is closed due to volcanic ash
- claims where the airline or holiday provider has gone into liquidation (gone out of business).

Additional exclusions apply to 'Cancelling the trip or cutting it short' - please see the section 'Travel benefit - what's not covered'.

CANCELLING THE TRIP OR CUTTING IT SHORT (CONTINUED)

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>If a holiday or business trip is cancelled because of any of the above circumstances, we will pay all deposits and advance payments that are lost,</p> <p>or</p> <p>If a holiday or business trip has to be cut short because of any of the above circumstances, we will pay for lost deposits and the portion of transport or accommodation that you've paid for but which has not been used,</p> <p>or</p> <p>In the event that an insured person or close relative falls seriously ill or dies, we will pay the cost of the flight to return to the UK early.</p> <p>Please note: we will not pay for the costs or portion of costs for anyone travelling with you who is not covered by this plan.</p>		

PERSONAL ACCIDENT

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>We will pay compensation if you or your insured dependant have an accident during the holiday or business trip which is the only cause of:</p> <ul style="list-style-type: none"> • death • loss of at least one limb or eye, or • permanent total disablement within 12 months of the accident. <p>Loss of an eye means permanent loss of all sight in that eye.</p> <p>Loss of a limb means having a hand or foot cut off at, or above, the wrist or ankle.</p> <p>The permanent total disablement benefit only applies to an insured person over the age of 16 at the date of the accident. It means being totally unable to do any job for at least 12 months after the accident and then being beyond reasonable hope of improvement.</p> <p>We can never pay more than one of the benefits under this section.</p>	<p>£25,000 for death of an insured person over the age of 16</p> <p>£1,000 for death of an insured person under the age of 16</p> <p>£25,000 for loss of at least one limb or eye or permanent total disablement</p> <p>If six or more insured persons are injured or die in the same accident whilst travelling abroad on business, our liability is restricted to an overall maximum of £150,000.</p>	<ul style="list-style-type: none"> • if in active service in any of the armed services of any nation • if under the influence of alcohol or drugs, unless as prescribed by a medical practitioner • for a breach of the law • when driving a motor vehicle where you or your insured dependant's blood/urine alcohol level is over the legally permitted limit for the country you are in.

PERSONAL LIABILITY		
WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>Legal liability to someone else as a direct result of accidental bodily injury to any person (other than to a member of your family), or accidental loss of, or damage to, property belonging to someone else.</p> <p>In respect of a business trip, cover is restricted to circumstances arising strictly in the insured person's private capacity and not whilst following any trade, business or profession (or supplying of goods or services).</p>	<p>Up to £2,000,000 for each insured person per holiday or business trip.</p>	<ul style="list-style-type: none"> • for injury to employees or liability to a member of your family • for claims arising from animals belonging to, or in the care, custody or control of, an insured person • for any deliberate, malicious or illegal act • for owning or occupying land or buildings (except living in a temporary home) • for owning, possessing or using vehicles, aircraft, watercraft or firearms • for owning, possessing or using non-wheeled mechanically propelled vehicles such as snow mobiles and jet skis • legal costs, fines or compensation orders resulting from any criminal action • whilst being under the influence of alcohol or drugs, unless as prescribed by a medical practitioner.

LOSS OF PASSPORT		
WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>If your or your insured dependant's passport is lost or stolen during a holiday or business trip, we will pay the reasonable additional travel and accommodation expenses needed to get a replacement passport or similar document to allow you to finish your trip. We will also pay for any administrative charges made by the relevant authority for providing the replacement passport or similar document.</p> <p>For you to qualify for this benefit you must provide us with receipts of any extra expenditure incurred as a direct result of the loss of your passport.</p>	<p>Up to £250 for each insured person per holiday or business trip.</p>	<ul style="list-style-type: none"> • the first £50 of every claim • following confiscation by Customs, Police or any other authority • for theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, or to the carrier within 24 hours of discovering the theft or loss and where an appropriate report was obtained • for theft or loss from a hotel, unless it was reported to the hotel management within 24 hours of discovering it and a written report was obtained • the cost of getting a replacement passport after your return to the UK.

DELAYED BAGGAGE

WHAT'S COVERED

The cost of buying essential items of clothing and other necessities resulting from your or your **insured dependant's** baggage being delayed or misdirected by your carrier outbound from the **UK** for more than 12 hours from the time you or your **insured dependant** arrive at the overseas destination.

For you to qualify for this benefit you must provide us with:

- written confirmation from your carrier that your baggage was delayed for more than 12 hours
- receipts for all items bought as a direct result of your baggage being delayed.

WE WILL PAY

Up to £200 for each insured person per **holiday** or **business trip**.

WE WILL NOT PAY

- the first £50 of every claim
- where you or your **insured dependants** have not obtained a report from the carrier or, in the case of an airline, a Property Irregularity Report confirming the delay to your baggage.

WINTER SPORTS - COVER IS LIMITED TO 21 DAYS IN TOTAL IN A PLAN YEAR

WHAT'S COVERED

LOSS OF, OR DAMAGE TO, SKI AND SNOWBOARDING EQUIPMENT

If your **ski and snowboarding equipment** is lost or stolen, or if it is damaged while in the custody of a tour operator or airline, we'll pay for its replacement or repair, less a deduction for wear and tear. If your **ski and snowboarding equipment** is hired, we will pay for the loss of the deposit you have paid, but not for the equipment's replacement.

The loss or theft must be reported to the Police, in the country where the theft or loss occurred, within 24 hours of discovering the loss and a written report must be obtained. If the loss occurred in a hotel you must have also reported it to the hotel management within 24 hours.

LOSS OF SKI PASS

If your ski pass is lost or stolen, we will reimburse you for the number of days that are left on your pass on the date you report the theft or loss.

PISTE CLOSURE

If the piste at your resort is closed due to:

- the non-function of ski lifts, or
- avalanche, bad weather or lack of snow.

WE WILL PAY

Up to £500 for each insured person per **plan year**.

In the event of a damage claim we will pay the cheaper of either replacement or repair.

Up to £500 for each insured person per **plan year**.

£30 per day, up to £500 for each insured person per **plan year**.

WE WILL NOT PAY

- the first £50 of every claim
- for claims arising after a total of 21 days of winter sports **holiday** per **plan year**

Additional exclusions apply to 'Winter sports' - please see the section 'Travel benefit - what's not covered'.

WINTER SPORTS - COVER IS LIMITED TO 21 DAYS IN TOTAL IN A PLAN YEAR (CONTINUED)

WHAT'S COVERED	WE WILL PAY	WE WILL NOT PAY
<p>LOSS OF USE OF HIRED SKIS AND SKI PASS</p> <p>If you are unable to ski because you are ill or injured, we will reimburse you for the cost of your hired skis and ski pass, for the number of whole days that you are unable to use them. For you to qualify for this benefit you must provide us with:</p> <ul style="list-style-type: none">• written confirmation from the attending medical practitioner that you were unable to ski due to illness or injury, and• proof that no refund was available in respect of your ski hire and ski pass.	<p>Up to £500 for each insured person per plan year.</p>	

LEGAL EXPENSES

This benefit is underwritten by DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Although this benefit is subject to the terms and conditions of this plan, the benefit also has its own terms and conditions. We've included them within this section so that the benefit is easier to understand.

DEFINITIONS

When used in this section only, certain words have special meanings, which are set out below. In this section only, 'we/us/our' refers to DAS Legal Expenses Insurance Company Limited.

The remaining defined words are shown in **bold print** throughout this section.

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person we will appoint to act on your behalf.

Costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS 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 our agreement.

Countries covered

For claims relating to contract disputes 'countries covered' means the following: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

This means that contract disputes arising outside these countries are not eligible for this benefit.

For claims relating to bodily injury, 'countries covered' means: worldwide.

DAS Standard Terms of Appointment

The amount we will pay to an **appointed representative** that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

Date of occurrence

This is the date of the event for which the **insured person** is claiming. If there is more than one event arising at the same time or from the same originating cause, the date of occurrence is the date of the first of these events.

Insured incident

Any incident covered under this section.

Insured person

The **planholder** and any member of their family who always live with the **planholder**. Anyone claiming under this section must have the **planholder's** agreement to claim.

Preferred law firm

A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

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

BENEFITS

The legal expenses benefit covers the **insured person**. We agree to provide the benefits described in this section as long as:

- the **insured person** is still covered under this plan, and
- the plan is still in force on the **date of occurrence** of the **insured incident** and it occurs within the **countries covered**, and
- any legal proceedings will be dealt with by a court, or other body we agree to, within the **countries covered**, and
- **reasonable prospects** exist for the duration of the claim

What we will pay

We will pay an **appointed representative**, on the **insured persons** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- (a) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000
- (b) the most we will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm**
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell us within the time limits allowed that they want to appeal. Before we pay the **costs and expenses** for appeals, we must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this plan, we must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by us.

INSURED INCIDENTS WE WILL COVER

Contract disputes

We will negotiate for the following:

The **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which the **insured person** has entered into, for:

- the buying or hiring of any goods or services, or
- the selling of any goods,

regarding a contract for the **insured person's holiday** or **business trip**.

However

- the **insured person** must have entered into the agreement or alleged agreement while the **insured person** was still covered under this plan, and
- the amount in dispute must be more than £100.

Exclusions specifically applying to the contract disputes cover

Claims relating to the following are not covered:

- a contract regarding an **insured person's** profession, business or employment
- tenancy of land or buildings
- construction work on any land, or designing, converting or extending any building
- a contract involving a motor vehicle
- the settlement payable under an insurance policy.

Bodily injury

We will negotiate for the **insured person's** legal rights after an event which causes the death of, or bodily injury to, an **insured person** during their **holiday** or **business trip**.

Exclusions specifically applying to the bodily injury cover

Claims relating to the following are not covered:

- any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
- defending the **insured person's** legal rights, but defending a counter-claim is covered
- any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**
- clinical negligence.

EXCLUSIONS WHICH APPLY TO THE WHOLE SECTION

We will not pay for the following:

- a claim where the **insured person** has failed to notify us of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence

- any **costs and expenses** incurred before our written acceptance of a claim
- an incident or matter arising before the **insured person's cover start date**
- fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority
- any claim intentionally brought about by an **insured person**
- any claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against the **insured person**
- any claim relating to written or verbal remarks which damage an **insured person's** reputation
- a dispute with us except in the circumstances described under 'general conditions, item 7', on page 18
- **costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry
- any legal action an **insured person** takes which we or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders us or the **appointed representative**
- any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
- any claims caused by, or arising from, pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
- any claim directly or indirectly caused by, or resulting from, any electronic device failing to recognise, interpret or process any date as the true calendar date
- **costs and expenses** which have been incurred by an **appointed representative** on a contingency fee basis.

Apart from us, the **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.

- any claim where the **insured person** is not represented by a law firm, barrister or tax expert.

GENERAL CONDITIONS APPLYING TO THE WHOLE SECTION

- 1) On receiving a claim, if legal representation is necessary, we will appoint a **preferred law firm** or in-house lawyer as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.

If the appointed **preferred law firm** or our in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.

If the **insured person** chooses a law firm as the **appointed representative** who is not a **preferred law firm**, we will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the **DAS Standard Terms of Appointment**.

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) The **insured person** must co-operate fully with us and the **appointed representative**.

The **insured person** must give the **appointed representative** any instructions that we ask you to.

- 3) An **insured person** must tell us if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without our written consent.

If an **insured person** does not accept a reasonable offer to settle a claim, we may refuse to pay any further **costs and expenses**.

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 in your name. 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.

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) An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if we ask for this.

An **insured person** must take every step to recover **costs and expenses** that we have to pay and must pay us any **costs and expenses** that are recovered.

- 5) If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover we provide will end at once, unless we agree to provide another **appointed representative**.

- 6) If an **insured person** settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to an **appointed representative**, our cover will end at once. We will be entitled to reclaim from the **insured person** any **costs and expenses** we have paid or are due to pay.

- 7) We may require you to get, at the **insured person's** own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between the **insured person** 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 the **insured person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

- 8) If there is a disagreement between the **insured person** and us about the handling of a claim and it is not resolved through our internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.

- 9) The **insured person** must:

- keep to the terms and conditions of this section of the plan
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything we ask for, in writing, and
- report to us full and factual details of any claim as soon as possible and give us any information we need.

- 10) We will, at our discretion, void this section of the plan (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 claim the **insured person** has made to obtain benefit under this section of the plan is fraudulent or intentionally exaggerated, or
- a false declaration or statement is made in support of a claim.

- 11) Apart from us, the **insured person** is the only person who may enforce all or any part of this section of the plan 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 of the plan in relation to any third-party rights or interest.

- 12) If any claim covered under this plan is also covered by another plan, or would have been covered if this plan did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

- 13) This section of the plan is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this plan include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO REPORT A CLAIM

To make a claim under this section of your plan, please phone 0117 934 2140. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will give you a claim reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims handling team and explain what to do next.

If you prefer to report your claim in writing, you can send it to our Claims Department at the following address:

**Claims Department
DAS Legal Expenses Insurance Company Ltd
DAS House
Quay Side
Temple Back
Bristol, BS1 6NH**

When we cannot help

Please do not ask for help from a solicitor before we have agreed that you should do so. If you do, we will not pay the costs involved, even if we accept the claim.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below or you can phone us on 0344 893 9013 or email us at customerrelations@das.co.uk.

Details of our internal complaint handling procedures are available on request.

Our Head and Registered Office is:

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

Registered in England and Wales, number 103274.

If you are still not satisfied, you can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, London E14 9SR.

You can also contact them on: 0800 023 4567
Website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Eurolaw legal advice helpline services

We will give an **insured person** confidential legal advice over the telephone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

We provide this service 24-hours a day, seven days a week during the **plan year**. To help us check and improve our service standards, we record all calls.

When telephoning, please tell us that you are covered by VitalityHealth travel insurance.

Please do not use this service to report a general insurance claim.

To contact the special legal advice helpline service, telephone 0117 934 2140.

We will not accept responsibility if the helpline service is unavailable for reasons we cannot control.

TRAVEL BENEFIT – WHAT'S NOT COVERED

THESE ARE THE EXCLUSIONS THAT APPLY TO THE TRAVEL BENEFITS

We will not pay for:

- claims during any **holiday** or **business trip** that is planned to last more than 120 days
- claims arising from any **holiday** or **business trip** which does not involve travel outside the **UK**
- claims arising from any **holiday** or **business trip** where the destination is one to which the British Government has recommended people should not travel, unless:
 - we've specifically agreed in writing to cover you. Contact us well in advance of the **departure date** so we can consider your itinerary, and advise you if cover is still available
 - the recommendation of the British Government not to travel occurred after the time of booking, in which case we will pay for the cost of any accommodation you have paid if you decide to cancel your trip.

The Foreign and Commonwealth Office website at www.gov.uk/knowbeforeyougo can provide you with up to date country information.

- claims arising from circumstances which could reasonably have been foreseen before you arranged or started your **holiday** or **business trip**. This includes claims for **treatment** abroad for a physical or mental condition that you had before the start of your **holiday** or **business trip** where it would have been reasonable for you to first seek medical advice about whether or not you should travel and it is likely that, had you done so, you would have been advised not to travel
- the cost of food and drinks
- medical **treatment** that, in the opinion of a medical practitioner, could wait until you return to the **UK**
- claims arising from psychiatric conditions
- claims for the **treatment** of injuries arising from participation in high-risk activities. A full list of activities we consider high-risk is available on the Member Zone. Examples include motor racing, mountaineering at

altitude, skydiving, and scuba diving not within your certified limits

- claims for accidents that happen while taking part in skiing and snowboarding off-piste (that is, outside the groomed piste/trail) unless you are under the supervision of a qualified guide or instructor
- claims arising while doing any of the occupations listed below
 - airline personnel
 - aircrew
 - ship's crews
- claims for telephone calls other than calls to VitalityHealth or our travel assistance partner and where clear, itemised invoices are sent in
- claims where we've no proof of the **departure date** such as the original booking invoice or flight tickets.

LOSS OF OR DAMAGE TO PERSONAL BELONGINGS

We will not pay claims for:

- loss or damage caused
 - by normal wear and tear, gradual deterioration, mechanical or electrical breakdown or fault, moth or vermin, or
 - by any process of cleaning, dyeing, repairing or restoring, or
 - while the items were being shipped as freight or under a 'bill of lading'
- theft or loss of belongings when the belongings were left unsecured or **unattended** at any time unless deposited in a hotel safe, safety deposit box or left in your locked accommodation
- theft or loss of belongings where any items have simply been forgotten or left behind (e.g. items left in the seat pocket of an aircraft), or where reasonable care has not been taken to avoid the theft or loss of the items.
- theft or loss of belongings when the belongings were left **unattended** in a vehicle unless it was out of sight in locked roof or boot storage and there is evidence of violent and forcible entry

- theft or loss of items while they were in the custody of an airline or other carrier - unless the loss was reported to the carrier as soon as it was discovered, and a carrier's report was obtained, or, in the case of an airline, a Property Irregularity Report
- theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, within 24 hours of when it was discovered, and you get a written report that details all the items lost or stolen. If the theft or loss occurred in a hotel you must have also reported it to the hotel management within 24 hours
- loss or damage caused by delay or confiscation by Customs or other officials.
- a delay of less than 12 hours, that results in a failure to catch a subsequent flight or any additional expenses incurred as a result of the delay
- you or your **insured dependants** having had to cancel the **holiday** and a claim is paid under the section 'Cancelling the trip or cutting it short'
- either directly or indirectly, the failure or inability of any equipment or any computer program to recognise, correctly interpret or process any date as the true calendar date, or to continue to function correctly beyond that date.

CANCELLING THE TRIP OR CUTTING IT SHORT

We will not pay for:

LOSS OF PERSONAL MONEY

We will not pay claims for:

- theft or loss of **personal money**, unless you are carrying it on your person or it is in a locked hotel room, apartment, holiday home, or locked out of sight in the boot of a car
- shortage due to error or omission, changes in exchange rates or depreciation or where **personal money** is confiscated by Customs or other authorities
- theft or loss of travellers cheques, unless the loss was reported immediately to the local branch or agency of the organisation that issued the cheques. In any event, we'll only pay benefit if the loss cannot be recovered by replacing the travellers cheques
- theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, (and, if appropriate, the tour representative, carriers or agents) within 24 hours of when it was discovered and you obtained a written report detailing the amount. If the theft or loss occurred in a hotel you must also have reported it to the hotel management within 24 hours.
- claims that arise from any circumstances you were aware of at the time of booking your trip which you or your **insured dependants** knew might lead to the trip being cancelled or curtailed
- claims that could have been avoided had you informed your airline or tour operator as soon as you were aware that the trip needed to be cancelled
- loss of deposits and advance payments that form part of a timeshare or similar agreement
- failing to check-in according to the official itinerary, unless it was caused by a strike, industrial action or bad weather
- a strike or industrial action which started or which the public was warned about on or before the date the **holiday** or **business trip** was booked
- claims if you or your **insured dependants** were travelling:
 - against medical advice
 - having felt unwell immediately prior to your trip, but failed to seek the advice of a medical professional as to whether you were fit to travel
 - against the health requirements of the airline, ship or other public transport provider they are using
 - after being diagnosed with a terminal condition which is likely to result in medical **treatment** being required during your trip
 - abroad in the knowledge that they would require medical **treatment**

DELAYED DEPARTURE

We will not pay claims that arise from:

- a strike or industrial action which started, or which the public was warned about, on or before the date the **holiday** was booked
- failing to allow a reasonable amount of time to get from home to the airport, port or station on time under normal circumstances

- lack of enjoyment of your trip and any accommodation, bookings or facilities that you do not fully enjoy
- your preference not to travel even though you are fit to do so, and the British Government has not advised against travel to your destination
- you or your **insured dependant** having to cut your trip short on medical advice where you have not:
 - obtained a written medical report from the attending practitioner confirming it was necessary for you to return to the **UK**, or
 - contacted our travel assistance partner for advice.

WINTER SPORTS

For loss of or damage to ski and snowboarding equipment and loss of ski pass, we will not pay claims for:

- loss or damage caused
 - by normal wear and tear, gradual deterioration, mechanical breakdown or fault, moth or vermin, or
 - by any process of cleaning, dyeing, repairing or restoring, or
 - while the items were being shipped as freight or under a 'bill of lading'
- theft or loss of items while they were in the custody of an airline or other carrier - unless the loss was reported to the carrier as soon as it was discovered, and a carrier's report was obtained, or in the case of an airline, a Property Irregularity Report
- theft or loss - unless it was reported to the Police, in the country where the theft or loss occurred, within 24 hours of when it was discovered, and you get a written report that details all the items lost or stolen. If the theft or loss occurred in a hotel you must have also reported it to the hotel management within 24 hours
- loss or damage caused by delay or confiscation by Customs or other officials
- belongings that have simply been forgotten or left behind. Also, we will not pay claims for belongings left **unattended**, unless they are in a locked hotel room, apartment or holiday home, locked safe or out of sight in the locked boot of a car and there is evidence of violent and forcible entry. Skiing equipment can be left in designated ski-racks of premises you are using for a short-time (e.g. for lunch).

For piste closure, we will not pay:

- claims due to lack of snow in the Northern Hemisphere between 1 April and 1 December of any year
- claims due to lack of snow in the Southern Hemisphere between 1 September and 1 May of any year
- claims if we have not received written confirmation of the duration of the closure, and the reasons for it being closed, from the holiday representatives, their handling agents or the ski-lift operators
- for any circumstances you were aware of when you booked the **holiday**
- if travel to an alternative piste or compensation was available to you
- for **holidays** that have not been specifically arranged for skiing and the pursuit of winter sports, and at a destination and season suitable for these activities.

GENERAL EXCLUSIONS

In addition to the specific exclusions detailed, the following general exclusions apply. We will not pay claims relating to or arising from:

- alcohol abuse, **drug abuse**, or any addiction, including any **related condition** resulting from these
- any self-inflicted illness or injury, reckless behaviour likely to lead to an illness or injury (unless this was in an attempt to save another person from harm), or attempted suicide
- nuclear or chemical contamination, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, riot, civil disturbance, rebellion, revolution, military force or coup, act of terrorism
- loss, damage, liability or expense arising from the use or operation, as a means for inflicting harm, of any computer system, computer software programme, malicious code, computer virus or process or any electronic system
- **treatment** received after the period covered by any premium or after the plan has been cancelled.

DEFINITIONS

BUSINESS TRIP

A trip outside the **UK** where you are travelling on business (this includes overseas trips of any kind which are paid for by your employer such as conferences and conventions). Each business trip must start and finish in the **UK**.

CLOSE RELATIVE

The **planholder's** husband, wife, partner, child (including step-child and adoptive child), brother, sister, parent (including step-parent and adoptive parent), parent-in-law or grandparent.

DEPARTURE DATE

The date an insured person leaves home to start a **holiday** or **business trip**.

HOLIDAY

The period starting from when an insured person leaves home in the **UK** on the **departure date** to travel abroad on holiday, until they arrive back home on or before the **return date**. All holidays must start and finish in the **UK**.

PERSONAL BELONGINGS

Clothing, personal items, **valuables**, bags or suitcases taken on or bought during the **holiday** or **business trip**.

PERSONAL MONEY

Cash, currency notes, travellers cheques, travel tickets or credit vouchers. Personal money does not include money taken abroad for business purposes.

RETURN DATE

The date an insured person returns home after a **holiday** or **business trip**; the planned return date must not be more than 120 days after the **departure date**.

SKI AND SNOWBOARDING EQUIPMENT

Skis, including bindings, snowboards, boots and poles, owned or hired by the insured person.

UNATTENDED

When you are not in full view of, and not in a position to prevent unauthorised interference with, your belongings or vehicle.

VALUABLES

Items such as cameras, jewellery, watches, personal computers, audio and video equipment, mobile phones and leather goods.

FIND OUT MORE

For more information please speak to your
adviser or visit our website vitality.co.uk