

**SINGLE TRIP - TRAVEL INSURANCE POLICY – CONTRACT NUMBER 767BWH20**

This policy is a CONTRACT OF INSURANCE arranged by the specialist travel insurance broker for Brightwater Holidays Ltd who are an Appointed Representative of Global Travel Insurance Services Ltd. This document contains details of the cover, conditions and exclusions relating to each **insured person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a booking confirmation invoice by Brightwater Holidays Ltd upon which the premium paid is stated and is valid in respect of policies issued from 17/03/2020 up to 31/12/2020 covering trip departures from 17/03/2020 to 31/12/2020.

**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:** 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 Statutory cancellation rights section on page 2. This policy is underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE) except for Legal Costs and Expenses cover which is underwritten by DAS Legal Expenses Insurance Company. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority: register number 769884. ERGO Travel Insurance Services Ltd (ETI) is registered in the UK, company number 11091555. Registered office: Plantation Place, 30 Fenchurch Street London, EC3M 3AJ. Authorised and regulated by the Financial Conduct Authority, register number 805870. Details about the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **us** on request. **Towergate Travel is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4043759. Registered address 1 Minster Court, Mincing Lane, London, EC3R 7AA. FCA firm reference No. 313250.**

**Your policy:** In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, destruction, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy. The booking confirmation issued by Brightwater Holidays Ltd and any endorsement are all part of the policy. **Your** policy is evidence of the contract of insurance.

**SUMMARY OF COVER AND EXCESSES PER INSURED PERSON**

(PLEASE SEE OVERLEAF FOR FULL DETAILS OF COVER, LIMITATIONS AND EXCESSES FOR EACH INSURED PERSON)

Section and Cover	Limits	Excess
1 - Cancellation	Up to £3,000	Between £75 and £150 (subject to age).
2 – Travel delay	1) Delayed departure £20 after first 12 hours and £10 for each further 12 hours delay thereafter for <b>trips</b> outside of the <b>United Kingdom</b> or 2) Abandonment of <b>trip</b> up to £3,000 after 12 hours delay for <b>trips</b> outside of the <b>United Kingdom</b>	£75 for abandonment only
3 – Missed departure	Up to £500 for <b>trips</b> outside the <b>United Kingdom</b>	No excess
4 – Personal accident	Up to £15,000 (subject to age)	No excess
5 – Medical and other expenses including curtailment	Up to £5,000,000 including £250 emergency dental treatment for <b>trips</b> outside of the <b>United Kingdom</b> , additional accommodation repatriation and travelling expenses if you are hospitalised or have to stay beyond your return date (limited to £1,500 for <b>trips</b> solely within the <b>United Kingdom</b> ), £5,000 for return of body or ashes (limited to £2,500 for death in the <b>United Kingdom</b> ), £2,500 for funeral expenses for <b>trips</b> outside of the <b>United Kingdom</b> , £100 for taxi fares and telephone calls necessarily incurred, curtailment costs up to £3,000 and additional travelling expenses if you have to return home early (limited to £300 for <b>trips</b> solely within the <b>United Kingdom</b> )	Between £75 and £250 (subject to age and section claimed under).
6 – Hospital benefit	£15 per day up to a maximum of £300	No excess
7 – Personal property	Up to £2,000 baggage, £75 (after 12 hours) delayed baggage, valuables total £200, single article limit £200 and £500 for personal money (cash limited to £250) and £50 for children aged under 16	£75 except for delayed baggage
8 – Loss of passport expenses	Up to £200 including loss or theft of your visa	No excess
9 – Personal liability	Up to £2,000,000	£250
10 – Legal costs and expenses	Up to £25,000	No excess

**DEFINITION OF GEOGRAPHICAL AREAS**

**Area 1. United Kingdom:** England, Scotland, Wales, Northern Ireland, Isle of Man, including all islands comprising the British Isles (except the Channel Islands and the Republic of Ireland). (Any British Isles or UK Cruises are rated as Area 2)

**Area 2. Europe:** Continental Europe west of the Ural mountain range, all countries bordering the Mediterranean Sea (except Egypt, Israel, Jordan, Lebanon, Libya & Syria), the Channel Islands and the Republic of Ireland, Iceland, Madeira, The Canaries and The Azores.

**Area 3. Worldwide:** All countries outside of the above (except those within **Area 4**).

**Area 4. North America, Central America, the Caribbean:** Bahamas, Belize, Bermuda, Canada, Costa Rica, El Salvador, Greenland, Guatemala, Honduras, Mexico, Nicaragua, Panama, The Caribbean Islands, United States of America.

**HEALTH CONDITIONS**
**MEDICAL SCREENING**

If you have a history of any medical condition and are aged 75 to 90-years travelling to all Areas 1, 2 or 3 or are travelling to Area 4 irrespective of your age, you must call MediScreen on the following telephone number prior to the start of any trip in order to establish whether we can provide cover for you. MediScreen's office hours are 9am to 5pm Monday to Friday excluding Bank Holidays.

**Telephone MediScreen on 0344 892 1698.**

If you are then accepted, you will be covered by the following Special Conditions as a minimum but may be subject to further terms and conditions which will be sent to you in writing. You may have to pay an additional premium to cover your medical conditions.

**SPECIAL CONDITIONS**

If you are aged under 75 years and are not travelling to Area 4, there is no requirement for you to declare your medical conditions. However to be covered for any medical conditions you have or have had, you must be able to comply with the following Special conditions:

1. No trip is booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
2. If your health changes after the start date of your policy you must contact us to make sure that your cover is not affected.
3. If you have a medical condition, you must obtain at least verbal confirmation from your medical practitioner that there is no reason why you should not travel.

## SIGNIFICANT OR UNUSUAL LIMITATIONS OR WHAT IS NOT COVERED

1. The cover under this policy is only available to **United Kingdom residents** for travel within the countries included in the Definition of Geographical Areas contained in this policy and which begins and ends in the **United Kingdom**. Repatriation will be to the **United Kingdom** only.
2. Cover is only available for the whole duration of a booked **trip** to a maximum 94 consecutive days, and cover cannot be purchased once a **trip** has already begun.
3. The excess amount deductible from a claim applies to each and every claim, per incident claimed for, under certain sections by each **insured person**.
4. If **your money, valuables**, any items of **baggage, your** passport or visa are lost or stolen, **you** must notify the local Police within 24 hours of discovery or as soon as possible thereafter. Please make sure **you** get a copy of the Police report. Failure to comply may result in **your** claim being rejected or the amount of any relevant claim reduced.
5. **You** are not covered for **valuables, your** passport or visa if left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
6. **Stolen Property: You** are not covered for **baggage** stolen from:
  - a) an unattended coach/bus unless it was locked in the luggage compartment of the coach/bus and evidence of force or violent entry to the vehicle is available, or
  - b) the passenger compartment of any unattended vehicle.

## STATUTORY CANCELLATION RIGHTS

**You** may cancel this policy within 14 days of receipt of the policy documents or before departure, whichever is less (the **cancellation period**), by writing to the issuer of this policy during the **cancellation period**. Any premium already paid will be refunded to **you** by Brightwater Holidays Ltd providing **you** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation outside the statutory period: **You** may cancel this policy at any time after the **cancellation period** by writing to Global Travel Insurance Services Ltd. If **you** cancel after the **cancellation period** no premium refund will be made. Non payment of premiums: **We** reserve the right to cancel this policy immediately in the event of non payment of the premium.

## EUROPEAN HEALTH INSURANCE CARD (EHIC)

If **you** are travelling within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** should obtain a free European Health Insurance Card (EHIC). **You** can apply either online at [www.ehic.org.uk](http://www.ehic.org.uk) or by telephoning **0300 330 1350**. This will entitle **you** to get **free or reduced cost** medical treatment in state medical centres and hospitals. **You** are therefore advised to make use of these rather than private facilities.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Towergate Travel and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## EMERGENCY ASSISTANCE AND REPATRIATION

In the event of death or in the event of **bodily injury**, illness or disease resulting in any of the following, immediate contact must be made with the Medical Assistance Service:-

- Hospitalisation,
- Repatriation or alteration in travel plans.

**TOWERGATE ASSISTANCE** - Telephone: **+44 (0) 1212 962979**

When calling state **your** identity, **your** policy number and the identity and telephone number of the treating doctor.

## COMPLAINTS PROCEDURE

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

**WHEN YOU CONTACT US:** Please give **us your** name and a contact telephone number. Please quote **your** policy and/or claim number, and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint. **INITIATING YOUR COMPLAINT:** Any enquiry or complaint **you** have regarding a claim notified under **your** policy, may be addressed to:

**ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL. Email: [contact@ergo-travel.co.uk](mailto:contact@ergo-travel.co.uk)**

Any complaint **you** have regarding **your** policy, may be addressed to: **The Managing Director, Global Travel Insurance Services Ltd, 59/61 Lyndhurst Road, Worthing, BN11 2DB, Tel 01903 235042.**

If **you** wish to complain under the Legal costs and expenses section, please contact DAS: **The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH** or by emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). If **we** have given **you** our final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** complaints procedure has been exhausted. The Financial Ombudsman can be contacted at: **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 Fax: (020) 7964 1001. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).** This procedure will not affect **your** rights in law.

## HOW TO MAKE A CLAIM

If **you** need to make a claim please contact Towergate Travel Claims Department on **01612 198702** (opening hours 9am - 5pm Monday - Friday excluding Bank Holidays) and ask for a Claim form or write to **ETI Services, PO Box 9, Mansfield, Notts, NG19 7BL. Email: [info@eti-services.co.uk](mailto:info@eti-services.co.uk)** **You can also download a pdf of the claim form at: [www.ergotravelinsurance.co.uk/coach](http://www.ergotravelinsurance.co.uk/coach)**

In respect of **Legal costs and expenses** please contact: **DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH Tel: +44 (0)117 934 0548.** **You** should fill in the claim form and send it to **us** as soon as possible with all the information and documents required. It is essential that **you** provided **us** with as much detail as possible to enable **us** to handle **your** claim promptly and efficiently. Please keep copies of all the documentation **you** send to **us**.

## THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATION) ACT 2012

This act abolished the duty of disclosure, but imposes on the individual entering into an insurance contract a duty to take reasonable care not to make a misrepresentation to the insurer. In other words, this means that **you** must answer all questions posed by the insurer accurately, truthfully and to the best of **your** knowledge. If **you** do not the insurer may cancel **your** policy, or reject or only pay a proportion of **your** claim depending on whether the misrepresentation was deliberate, reckless or simply careless.

## Definitions

These definitions apply throughout **your** policy wording. Where the following words and phrases appear in this policy they will appear in bold and will always have these meanings. **We** have listed the definitions alphabetically.

**Baggage** **Your** suitcases (or similar luggage carriers) and their contents usually taken on a **trip**, together with the articles purchased, worn or carried by **you** for individual use during **your trip** (including golf equipment), but excluding **valuables and money**.

**Bodily injury** An identifiable injury caused solely and directly by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

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

**Close 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, stepsister, foster child and legal guardian.

**Cruise** A **trip** involving a sea or river voyage of more than two days duration, where transportation and accommodation is primarily on an ocean going passenger ship.

**Curtail/Curtailment** Either:

a) **you** abandoning or cutting short the **trip** after **you** leave **your home** by direct early return to **your home**, in which case claims will be calculated from the day **you** returned to **your home** and based on the number of complete days of **your trip you** have not used, or

b) **you** attending a hospital as an in-patient or being confined to **your** accommodation within or outside the **United Kingdom** during a **trip** due to compulsory quarantine or on the orders of a **medical practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day **you** were admitted to hospital or confined to **your** accommodation and based on the number of complete days for which **you** were hospitalised, quarantined or confined to **your** accommodation.

Curtailment claims under paragraph b) will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or TOWERGATE ASSISTANCE agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any travel and accommodation costs and expenses they have incurred, but not used by remaining with **you**.

**Home** Your residential address in the **United Kingdom**.

**Loss of limb** Loss by permanent severance of an entire hand or foot, or the total, complete and permanent loss of use of an entire hand or foot.

**Loss of sight** The complete and irrecoverable loss of sight which shall be considered as having occurred:

a) in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

**Medical practitioner** A registered practising member of the medical profession who is not related to **you** or any person with whom **you** are travelling.

**Money** Cash, bank or currency notes and coins in current use, cheques, postal and money orders, travel tickets, pre-paid coupons or vouchers and event and entertainment tickets held by **you** for social, domestic and pleasure purposes.

**Period of Insurance** From the date of departure to the date of return as shown on the booking confirmation issued by Brightwater Holidays Ltd other than for cancellation which applies from the date of booking and terminates on the date of departure as shown on the booking confirmation. The period of insurance is automatically extended free of charge for the period of the delay in the event that

**your** return to the **United Kingdom** is unavoidably delayed due to an event insured by this policy.

**Permanent total disablement** Total and permanent disability which medical evidence confirms will prevent **you** from undertaking any relevant occupation.

**Public transport** Any publicly licensed aircraft, sea vessel, train, coach, taxi, bus or tram on which **you** are booked or had planned to travel.

**Redundancy** Any person being declared redundant who has been employed for 2 continuous years with the same employer at the time of being made redundant.

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

**Trip(s)** Any holiday, business or pleasure trip or journey made by **you** which begins and ends in the **United Kingdom** during the **period of insurance** but excluding one way trips or journeys.

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

**United Kingdom** England, Scotland, Wales, Northern Ireland, Isle of Man including all islands comprising the British Isles (except the Channel Islands and the Republic of Ireland).

**United Kingdom residents** Any person who is staying in or has lived in the **United Kingdom** for more than 12 months, or if studying or working in the **United Kingdom** for more than 6 months.

**Valuables** Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment and other electronic entertainment devices (including but not limited to mobile phones, MP3 or 4 players, tablets, ebooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones) computer games and associated equipment, telescopes and binoculars.

**We/Our/Us/Ourselves** – ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE except in the Legal costs and expenses section where **we, us, our** refers to DAS Legal Expenses Insurance Company Limited.

**You/Your/Yourself/Insured person** – Any person named on the booking confirmation issued by Brightwater Holidays Ltd who is eligible to be insured and for whom a premium has been paid.

## Section 1 – Cancellation

### What is covered

**We** will pay **you** up to £3,000 for the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which **you** have paid or legally have to pay if cancellation of the **trip** is necessary and unavoidable 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
- any person who **you** have arranged to stay with
- your close relative**
- your close business associate**.

2. **You** or any person who **you** are travelling or have arranged to travel with 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 which 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, 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. The Police or other authorities requesting **you** to stay at or return to **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 or theft.

### Special conditions relating to claims

1. If **you** fail to notify the travel agent, tour operator or provider of accommodation and/or transport as soon as **you** find it necessary to cancel the trip, **our** liability will be restricted to the cancellation charges that would have applied if a delay had not occurred.

### What is not covered

1. The first £75 of each and every claim, per incident claimed for, under this section by each **insured person** increased to £100 where **you** are aged 66 to 75 years and to £150 where **you** are aged 76 to 90 years.

2. Where **you** (or any person upon whose health the **trip** depends) have or have had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing, unless **we** have agreed in writing to cover **you**.

3. Any terminal illness suffered by **you** (or any person upon whose health the **trip** depends).

4. Any medical condition for which **you** (or any person upon whose health the **trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed or have been admitted or undergone a surgical or invasive procedure and/or intervention. This exclusion will not apply where **you** have undergone medical screening and have had **your** conditions accepted.

5. Any claims on medical grounds where **you** fail to provide a medical certificate or other suitable evidence from a **medical practitioner** of the need to cancel the **trip**.

6. Anything arising directly or indirectly from:

- your** reluctance to travel or financial reasons other than involuntary **redundancy**.
- bankruptcy or liquidation of any travel agent, tour operator, **public transport** provider or transportation company.
- the tour operator or anyone **you** have made travel or accommodation arrangements with failing to provide such arrangements.
- being called as an expert witness or where normal employment would require **your** attendance at a court of law.

e) **your** failure to obtain the required passport or visa.

f) regulations set by the government of any country.

7. 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 and childbirth.

8. Anything mentioned in the General exclusions on Page 7. **You** should also refer to the Special Conditions on Page 1.

## Section 2 – Travel delay

This section does not apply to **trips** within the **United Kingdom**.

### What is covered

**We** will pay **you** either:

1. A benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours delay after that, up to a total payment of £60 provided **you** eventually travel, or

2. Up £3,000 if **you** choose to abandon the **trip** before departure from the **United Kingdom** after the first full 12 hours **you** are delayed

if the **public transport** on which **you** are booked to travel from or to the **United Kingdom** (including for residents of Northern Ireland any departure point in the Republic of Ireland) is cancelled and/or delayed for more than 12 hours beyond the scheduled time of departure as a result of:-

- strike or industrial action
- adverse weather conditions
- mechanical breakdown or technical fault occurring in the **public transport** on which **you** are booked to travel.

### Special conditions relating to claims

1. **You** must check in according to the itinerary given to **you** unless **your** tour operator or travel company has asked **you** not to travel to the departure point.

2. **You** must obtain written confirmation from the **public transport** provider stating the period and the reason for the delay.

### What is not covered

1. The first £75 of each and every claim, per incident claimed for, under subsection 2. of What is covered by each **insured person**.
2. Any claims arising from withdrawal from service temporarily or otherwise of the **public transport** on which **you** are booked to travel on the orders or recommendation of the Civil Aviation Authority, Port Authority or similar regulatory body in any country.
3. Any claims arising from strike or industrial action existing or being publicly announced by the date **you** purchased this policy.
4. Anything mentioned in the General exclusions shown on Page 7.

### Section 3 – Missed departure

#### What is covered

We will pay **you** up to £500 in respect of **trips** outside of the **United Kingdom**, for necessary hotel and travelling expenses incurred in reaching **your** booked destination (or in the case of a **crui**se joining **your** ship at the next possible port of call), if:

1. the vehicle **you** are travelling in breaks down or is involved in an accident, is delayed by strike, industrial action or adverse weather, or
2. the **public transport** **you** are using is delayed resulting in **you** arriving too late to board the **public transport** on which **you** are booked to travel from or to the **United Kingdom** (including for residents of Northern Ireland any departure point in the Republic of Ireland).

#### Special conditions relating to claims

1. **You** must allow enough time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

#### What is not covered

1. Any claims arising from strike or industrial action existing or being publicly announced by the date **you** purchased this policy.
2. Any claims arising if **you** are not proceeding directly to the departure point.
3. Anything mentioned in the General exclusions shown on Page 7.

### Section 4 – Personal accident

#### What is covered

We will pay one of the following benefits, which will be paid to **you** or **your** legal personal representative, if **you** sustain **bodily injury** during **your trip** which shall solely and independently of any other cause, result within one year in **your** death, **loss of limb**, **loss of sight** or **permanent total disablement**.

Benefit A Up to age 15 years inclusive B Age 16 years to 65 years inclusive C Age 66 years and over

BENEFIT	A	B	C
1. Death	£2,500	£10,000	£2,500
2. Loss of one or more limbs and or loss of sight in one or both eyes	£15,000	£15,000	£2,500
3. Permanent total disablement	Not covered	£15,000	£2,500

The total amount payable under this section is £15,000 per **insured person**.

#### Special conditions relating to claims

1. Benefit is not payable to **you** under more than one of items 1., 2. or 3.

#### What is not covered

1. Any claims for death, loss or disablement caused directly or indirectly by a **bodily injury** which existed prior to the commencement of the **trip**.
2. For anything mentioned in the General exclusions shown on Page 7.

### Section 5 – Medical and other expenses

#### What is covered

This section includes assistance by TOWERGATE ASSISTANCE who must be contacted as soon as possible in the event of death, **bodily injury**, illness, disease or if hospitalisation and/or compulsory

quarantine occurs or if repatriation has to be considered.

We will pay **you** up to £5,000,000 for the following expenses which are necessarily incurred if during **your trip** **you** suffer unforeseen **bodily injury**, illness, disease and/or compulsory quarantine:-

1. Outside the **United Kingdom** for emergency medical and surgical treatment and hospital and nursing home charges. Claims for emergency dental treatment (for pain relief only) are limited to £250.
2. For necessary additional accommodation and travelling/repatriation expenses (economy class) if **you** are hospitalised as an in-patient during the **trip** or if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes with the prior authorisation of TOWERGATE ASSISTANCE reasonable additional accommodation and travelling/repatriation expenses (economy class) for one relative or friend to stay with **you** or travel to **you** from their home in the **United Kingdom** if **you** have to be accompanied on medical advice (limited to £1,500 in all for **trips** solely within the **United Kingdom**) or if **you** are a child and require an escort home.
3. In the event of death:
  - a) for conveyance of the body or ashes to **your home** up to a maximum of £5,000 but limited to £2,500 in the event of death in the **United Kingdom**.
  - b) local funeral expenses for **trips** outside of the **United Kingdom** limited to £2,500.
4. The cost of taxi fares and telephone calls necessarily incurred up to a maximum of £100.
5. The value of the portion of **your** travel and/or accommodation costs up to a maximum of £3,000 which have not been used and which were paid for before **your trip** commenced (including ski hire, ski school and lift passes, which do not have to be paid for before **your trip** commenced, in respect of winter sports **trips** where the appropriate premium has been paid) if **you** have to **curtail your trip**.
6. For reasonable additional travelling expenses if **you** have to return to **your home** earlier than planned due to:
  - a) death, **bodily injury**, illness or disease of a **close relative** or a **close business associate** resident in the **United Kingdom**, or
  - b) the Police or other authorities asking **you** to return to **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 or theft.

For **trips** solely within the **United Kingdom** additional travelling expenses are limited to £300 per **insured person**.

#### Special conditions relating to claims

1. All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected or the amount of any relevant claim reduced if receipts are not produced.
2. If **you** suffer **bodily injury**, illness or disease we reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to **your home** at any time during the **trip**. We will do this, if in the opinion of TOWERGATE ASSISTANCE or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home** or a suitable hospital nearby to continue treatment.
3. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return **home**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will cancel **your** cover under the medical related sections being Section 1- Cancellation, Section 4 – Personal accident, Section 5 – Medical and other expenses and Section 6 – Hospital benefit of **your** policy and refuse to deal with claims from **you** for any further treatment and/or **you** repatriation to **your home**.

Cover for **you** under all other sections will however continue for the remainder of the **trip**.

#### What is not covered

1. The first amount of each and every claim, per incident claimed for, under this section by each **insured person** as follows:
  - a) £75 where **you** are aged 65 years or less (not including **curtailment**).
  - b) £150 where **you** are aged 66 to 75 years (not including **curtailment**).
  - c) £250 where **you** are aged 76 to 90 years (not including **curtailment**).
2. The first £75 of each and every curtailment claim, per incident claimed for, under this section by each **insured person** increased to £100 where **you** are aged 66 to 75 years and to £150 where **you** are aged 76 to 90 years.
3. Where **you** (or any person upon whose health the **trip** depends) have or have had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing, unless **we** have agreed in writing to cover **you**.
4. Any terminal illness suffered by **you** (or any person upon whose health the **trip** depends).
5. Any medical condition for which **you** (or any person upon whose health the **trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed or have been admitted or undergone a surgical or invasive procedure and/or intervention. This exclusion will not apply where **you** have undergone medical screening and have had **your** conditions accepted.
6. Any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement.
7. Any claims that are not confirmed as medically necessary by the attending **medical practitioner** or TOWERGATE ASSISTANCE and any additional travelling expenses not authorised by **us** or TOWERGATE ASSISTANCE if **you** have to return **home** earlier than planned or be repatriated.
8. Any claims arising directly or indirectly for:
  - a) Any form of treatment or surgery which in the opinion of TOWERGATE ASSISTANCE or **us** (based on information provided by the attending **medical practitioner**), can be reasonably delayed until **your** return to the **United Kingdom**.
  - b) Any expenses which are not usual, reasonable or customary to treat **your bodily injury**, illness or disease.
  - c) Any expenses incurred in obtaining or replacing medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**.
  - d) Any additional hospital costs arising from single or private room accommodation unless medically necessary.
  - e) Any treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by TOWERGATE ASSISTANCE.
  - f) The costs of any non-emergency treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** admittance into hospital.
9. 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 and childbirth.
10. Anything mentioned in the General exclusions shown on Page 7. **You** should also refer to the Special Conditions on Page 1.

### Section 6 – Hospital benefit

#### What is covered

We will pay **you** the following amounts if **you** have to stay in hospital as an in-patient or are confined to **your** accommodation due to **your** compulsory quarantine, or on the orders of a **medical practitioner** (or the ship's doctor in the case of a **crui**se) as a result of **bodily injury**, illness or disease **you** sustain:

1. £15 for every complete 24 hours up to a maximum of £300 for **trips** outside the **United Kingdom**.

**We** will pay these amounts in addition to any medical expenses, additional accommodation, travelling or repatriation expenses incurred under Section 5 – Medical and other expenses, provided **we** pay a claim under that section. This payment is meant to help **you** pay for additional expenses such as taxi fares and phone calls incurred by **your** visitors during **your** stay in hospital.

#### Special conditions relating to claims

1. **You** must tell TOWERGATE ASSISTANCE as soon as possible of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient, compulsory quarantine or confinement to **your** accommodation on the orders of a **medical practitioner**.

2. Documentation must be submitted to confirm the date and time of admission and discharge.

#### What is not covered

1. Anything mentioned in the General exclusions shown on Page 7.

### Section 7 – Personal property

#### What is covered

##### Subsection A - Baggage

1. **We** will pay **you** up to £2,000 for the accidental loss of, theft of, damage to or destruction of **baggage** and **valuables**. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** and/or **valuables**.

The maximum **we** will pay **you** for the following items is:

- £200 for any one article, pair or set of articles (for example golf equipment).
- £200 in total for all **valuables**.

In the event of a claim in respect of a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

##### Subsection B – Delayed baggage

1. **We** will also pay **you** up to £75, for the emergency replacement of clothing, medication and toiletries if **your baggage** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, as long as **we** receive written confirmation from the carrier or tour representative, confirming the number of hours the **baggage** was delayed.

Any amount **we** pay **you** under this subsection will be deducted from **your baggage** claim under Subsection A – Baggage if **your baggage** proves to be permanently lost.

##### Subsection C – Personal money

1. **We** will pay **you** up to £500 (but limited to £250 for cash, bank or currency notes and coins) if **your** own personal **money** is lost or stolen whilst being carried on **your** person or left in a locked hotel safe or safety deposit box. If **you** are aged under 16, the maximum **we** can pay **you** is £50.

#### Special conditions relating to claims

1. **You** must exercise reasonable care for the safety and supervision of **your** property.

2. **You** must get a written report from the local Police in the country where the incident occurred within 24 hours or as soon as possible thereafter of the discovery in the event of loss, theft or attempted theft of all **baggage**, **valuables** or personal **money**. Failure to comply may result in **your** claim being rejected or the amount of any relevant claim reduced.

3. **You** must get a written carriers report if **your baggage** is lost, damaged or destroyed in transit (or a Property Irregularity Report (PIR) in the case of an airline).

#### What is not covered

1. The first £75 of each and every claim, per incident claimed for, under this section by each **insured person** (not applicable to Subsection B – Delayed baggage).

2. Loss, theft of, damage or destruction:

a) due to delay, confiscation or detention by customs or other officials or authorities.

b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind (other than as defined in the personal **money** definition), vehicles or accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, sports gear whilst in use (other than ski equipment in respect of winter sports **trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment.

c) caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning or restoring, mechanical or electrical breakdown.

d) of **valuables** left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport operator**) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.

3. due to cracking, scratching breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles being transported by a carrier, unless the breakage is due to fire, theft or an accident to the vessel, aircraft, sea vessel, train or vehicle in which they are being carried.

4. **Baggage** stolen from;

a) an unattended coach/bus unless it was in the locked luggage compartment of the coach/bus and evidence of force and violent entry to the vehicle is available.

b) the passenger compartment of any unattended vehicle.

5. Any shortages due to error, omission or depreciation in value.

6. Any property more specifically insured or recoverable under any other source.

7. Anything mentioned in the General exclusions shown on Page 7.

### Section 8 – Loss of passport expenses

#### What is covered

**We** will pay **you** up to £200 for unavoidable additional travel or accommodation expenses **you** incur abroad in obtaining a new passport or visa, if **your** passport or visa is lost or stolen.

#### Special conditions relating to claims

1. **You** must exercise reasonable care for the safety and supervision of **your** passport and visa.

2. **You** must get a written report from the consulate and local Police in the country where the incident occurred within 24 hours or as soon as possible thereafter of the discovery in the event of loss or theft of **your** passport or visa. Failure to comply may result in **your** claim being rejected or the amount of any relevant claim reduced.

#### What is not covered

1. Loss, destruction or damage:

a) due to confiscation or detention by customs or other officials or authorities.

b) to **your** passport or visa if left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport operator**) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.

2. Anything mentioned in the General exclusions shown on Page 7.

### Section 9 – Personal liability

#### What is covered

**We** will pay **you** up to £2,000,000 (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause that happened during the **trip** leading to claims made against **you** for accidental:

1. **Bodily injury**, death, illness or disease to any person who is not a member of **your** family or household or employed by **you**.

2. Loss of or damage to any property which does not belong to, is not in the charge of and is not in the control of **you**, any member of **your** family or household or anyone employed by **you**.

3. Damage to **your** temporary holiday accommodation that does not belong to **you** or any member of **your** family or household or an employee.

#### Special conditions relating to claims

1. **You** must give us written notice of any incident, which may result in a claim as soon as possible.

2. **You** must send us every court claim form, letter of claim or other document as soon as **you** receive it.

3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.

4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give us all necessary information and assistance which **we** may require.

5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

#### What is not covered

1. The first £250 of each and every claim, per incident claimed for, under this section by each **insured person**

2. Fines imposed by a Court of Law or other relevant bodies.

3. Anything caused directly or indirectly by;

a) liability which **you** are responsible for because of an agreement (such as a hire agreement) that was made.

b) injury, loss or damage arising from:

I. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport).

II. the occupation (except temporarily for the purposes of the **trip**) or ownership of any land or buildings.

III. the carrying out of any trade or profession.

IV. racing of any kind.

V. any deliberate act.

4. Anything mentioned in the General Exclusions shown on Page 7.

### Section 10 – Legal costs and expenses

Important - cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**). The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of **DAS**.

#### DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274, Website; www.das.co.uk. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 5417859, Website; www.daslaw.co.uk

**DAS** agrees to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **reasonable prospects** exist for the duration of the claim.

2. the **date of occurrence** of the **insured incident** is during the **period of insurance**.

3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**, and

4. the **insured incident** happens within the **countries covered**.

#### What DAS will pay

**DAS** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

a. the most **DAS** 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 **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

c. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist.

d. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and

e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

#### What DAS will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **DAS**.

#### Definitions applicable to this section

The following words have these meanings wherever they appear in this section in **bold**:

**Appointed representative** The **preferred law firm** or law firm **DAS** will appoint to act on behalf of **you**.

**Costs and expenses** a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.

b. The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **DAS'** agreement.

#### Countries covered Worldwide

**DAS standard terms of appointment** The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

**Date of occurrence** The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)

**Preferred law firm** A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

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

**DAS DAS Legal Expenses Insurance Company Limited.**

**Insured incident** A specific or sudden accident that causes death or **bodily injury** to Any person named on the travel insurance certificate and schedule.

#### Exclusions applying to Section 10

##### Also see General exclusions

##### What is covered

Costs and expenses to pursue **your** legal rights following a specific or sudden accident that causes death or bodily injury to the **insured person**

##### What is not covered

**DAS** will not pay for the following:

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

2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **bodily injury** to **you**.

3. Defending **your** legal rights, but **DAS** will cover defending a counter-claim.

4. Any claim relating to clinical negligence.

5. A claim where **you** have failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.

6. An incident or matter arising before the start of this cover.

7. **Costs and expenses** incurred before **DAS'** written acceptance of a claim.

8. Fines, penalties, compensation or damages that a court or other authority orders an **you** to pay.

9. Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.

10. A dispute with **DAS** not otherwise dealt with under Condition 7. applying to this section.

11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.

13. A claim against Great Lakes Insurance SE, ERGO Travel Insurance Services Ltd or their respective agents.

14. Any claim where **you** are not represented by a law firm or barrister.

#### Conditions applying to Section 10

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as **your 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** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.

c. If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount **DAS** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.

d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

2. a. **You** must co-operate fully with **DAS** and the **appointed representative**.

b. **You** must give the **appointed representative** any instructions that **DAS** ask **you** to.

3. a. **You** must tell **DAS** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **DAS'** written consent.

b. If **you** do not not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.

c. **DAS** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim. **You** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help **DAS** need to do so.

4. a. **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.

b. **You** must take every step to recover **costs and expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

5. If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.

6. If **you** settle or withdraw a claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **DAS** has paid.

7. If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either **you** or **DAS**.

8. **DAS** may require **you** to get, at **your** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.

#### 9. **You** must:

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

10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:

- a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- a false declaration or statement is made in support of a claim.

11. Apart from **DAS**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay

their share of the claim even if the other insurer refuses the claim.

13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### **Eurolaw Legal Advice**

**DAS** will give **you** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

**You** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call **you** back depending on **your** 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 a return call arranged within the operating hours.

To help check and improve service standards, **DAS** may record all calls.

To contact the above service, phone **DAS** on **+44 (0) 117 934 0548**. When phoning, please quote the policy number.

**DAS** will not accept responsibility if the Helpline Service is unavailable for reasons **DAS** cannot control.

#### **DAS DATA PROTECTION**

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information. **DAS** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from the **insured person**, the third party dealing with **your** claim or from the authorised partner who sold this policy.

#### **WHO DAS ARE**

**DAS** is part of **DAS Legal Expenses Insurance Company Limited** which is part of **DAS UK Holdings Limited (DAS UK Group)**. The uses of personal data by **DAS** and members of the **DAS UK Group** are covered by **DAS'** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

#### **HOW DAS WILL USE YOUR INFORMATION**

**DAS** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **DAS UK Group**, so they may contact you for your feedback. If the policy includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim. **DAS** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is

provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

#### **WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?**

It is necessary for **DAS** to use the personal information to perform our obligations in accordance with any contract that **DAS** may have with the person taking out this policy. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this policy.

#### **HOW LONG WILL YOUR INFORMATION BE HELD FOR?**

**DAS** will retain personal data for 7 years. **DAS** will only retain and use the personal data thereafter as necessary to comply with **DAS** legal obligations, resolve disputes, and enforce **DAS'** agreements. If you no longer want **DAS** to use the personal data, please contact **DAS** [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

#### **WHAT ARE YOUR RIGHTS?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, **DAS Legal Expenses Insurance Company Limited**, **DAS House**, Quay Side, Temple Back, Bristol, BS1 6NH Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

#### **HOW TO MAKE A COMPLAINT**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF [www.ico.org.uk](http://www.ico.org.uk)

#### **General exclusions**

**You** are not covered for anything caused directly or indirectly by:

1. **Your** suicide, deliberately injuring **yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk, (unless **you** are trying to save someone's life).
2. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
3. **You** participating in professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests or dangerous pursuits.
4. Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft.
5. Bankruptcy/liquidation of any tour operator, travel agent, **public transport** provider or transportation company.
6. Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after

losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.

7. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power.

8. Loss or damage to any property and expense or legal liability caused by or contributed to or arising from;

a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning nuclear fuel.

b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it

c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

9. **You** travelling on motorcycles over 125cc.

10. **You** mountaineering or rock climbing using picks, ropes or guides or pot-holing.

11. **Your** manual work or hazardous occupation of any kind.

12. **You** taking part in dangerous expeditions or the crewing of a vessel outside European waters.

13. Any payment which **you** would normally have made during **your** travels, if nothing had gone wrong.

14. **Your** participation in any illegal act.

15. **Your** travel to a country or specific area or event to which the travel advice unit of the Foreign & Commonwealth Office (FCO) has advised against all, or all but essential travel. **You** can go online at [www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/](http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/)

16. Any claim relating to an epidemic or pandemic as announced by the World Health Organisation (WHO) including but not limited to the COVID-19 coronavirus.

#### **General conditions**

**You** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply **we** may cancel the policy or refuse to deal with relevant claims or reduce the amount of any relevant claim payments.

1. No payment will be made under Section 1, 4, 5 or 6 without appropriate medical certification.

2. If **we** require medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.

3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **your** expense.

4. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section 4 – Personal accident).

5. **You** must take all reasonable steps to avoid injury, illness, disease, loss, theft or damage and take all reasonable steps to safeguard **your** property and to recover any lost or stolen articles.

6. Throughout **your** dealings with **us** **we** expect **you** to act honestly.

If **you** or anyone acting for **you**:

a) knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief; or

b) knowingly makes a fraudulent or exaggerated claim under **your** policy; or

c) knowingly makes a false statement in support of a claim; or

d) submits a knowingly false or forged document in support of a claim; or

e) makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then

a) **we** may prosecute fraudulent claimants;

- b) **we** may make the policy void from the date of the fraudulent act;
  - c) **we** will not pay any fraudulent claims;
  - d) **we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;
  - e) **we** may inform the Police of the circumstances.
7. **We** accept as evidence of cover the booking confirmation issued to **you** by the travel company showing that the premium has been paid.
8. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
9. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
10. **We** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect.
11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
12. **You** and **we** are free to choose the laws applicable to this policy. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to this.

## DATA PROTECTION NOTICE

### Consent

**We** will only use **your** personal data when the law allows **us** to. Most commonly **we** will use **your** personal data under the following two circumstances:

1. When **you** gave explicit consent for **your** personal data, and that of others insured under **your** policy, to be collected and processed by **us** in accordance with this Data Protection Notice.

2. Where **we** need to perform the contract which **we** are about to enter into, or have entered into with **you**.

### 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, for 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 Regulation and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processors are Towergate Underwriting Group Limited and their sub-agent.

### 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 Great Lakes Insurance SE and other companies within the ERGO 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 **we** 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, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: [dataprotectionofficer@ergo-travel.co.uk](mailto:dataprotectionofficer@ergo-travel.co.uk)

Phone: +44 (0) 1403 788 510.

## CLAIMS EVIDENCE

**You** may need to obtain some information whilst **you** are away. Below is a list of documents and the information **we** will need in order to deal with **your** claim.

### For all claims

- **Your** original policy document.
- **Your** original travel company booking confirmation showing dates of travel and insurance premium paid.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss, such as household or private medical cover.
- As much evidence as possible to support **your** claim.

### Cancellation

- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to **bodily injury**, illness or disease a medical certificate will need to be completed by the treating doctor. A certified copy of the death certificate is required in the event of a death.
- For claims relating to redundancy a letter from **your** employer confirming the length of employment and eligibility for redundancy pay.
- If cancellation was due to other non-medical reasons, please supply some form of independent documentary evidence in support of **your** claim.

### Medical and other expenses

- Always contact our 24-hour medical emergency service when **you** are hospitalised, require repatriation or need to alter **your** travel plans.
- Medical evidence from the treating doctor to confirm the **bodily injury**, illness or disease and treatment given including hospital admission and discharge dates if this applies.

### Hospital benefit

- Confirmation in writing from the hospital, relevant authority or the treating doctor of the admission and discharge dates relating to **your** hospitalisation, compulsory quarantine or confinement to **your** accommodation.

### If your passport or visa is lost or stolen

- Written confirmation from the consulate where the loss happened detailing the date of loss, notification of loss and replacement together with a written report from the local police.

## Personal property

- Report the theft, loss or damage to the local police in the country where the incident occurred within 24 hours of discovery or as soon as possible thereafter and obtain a report from them.
- If appropriate **you** should also report the theft, loss or damage to **your** courier or tour representative, hotel or apartment manager and ask for a written report.
- Original receipts such as suitable evidence of purchase/ownership and value.
- Confirmation of the amount of **personal money** taken with **you** (if applicable) such as foreign exchange or bank Statements.
- Keep any damaged items for possible inspection. If payment is made in respect of these items, the item will then belong to **us**.
- Obtain an estimate for the damaged item or confirmation that it is beyond economical repair.

## Delayed baggage

- Obtain a Property Irregularity Report (PIR) from the airline or other carrier.
- Provide original receipts for the clothing, medication and toiletries purchased.

## Travel delay

- Written confirmation from the **public transport** provider or their handling agents of the scheduled and actual time of departure and the reason for delay.

## Missed departure

- Details of the circumstances causing **you** to miss **your** departure together with supporting evidence from the **public transport** provider.

## Personal accident

- A detailed account of the circumstances surrounding the event (including photographic or video evidence if available).
- Medical evidence from the treating doctor to confirm the extent of the **bodily injury** and treatment given including details of any hospital admission or discharge.
- Full details of any witnesses, providing written statements where available
- A certified copy of the death certificate if this applies.

## Personal liability

- A detailed account of the circumstances surrounding the claim (including photographic or video evidence if available).
  - Any writ, summons or other correspondence received from any third party. Please note that **you** should not accept liability or offer to make any payment or correspond with any third party without **our** written consent.
- Full details of any witnesses, providing written statements where available.