


Valid for holidays booked and policies issued up to 31/12/18 with travel commencing up to 31/12/19	<b>Towergate Chapman Stevens</b> <b>HOLIDAY TRAVEL INSURANCE</b>		Policy Number <b>C10/18</b> <b>2018 ISSUE</b>
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### SINGLE TRIP TRAVEL INSURANCE POLICY

#### 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 important that you 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 ERV, ERV is incorporated and regulated under the laws of Germany, as Europäische Reiseversicherung A.G., and trades in the UK as ETI - International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN-www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Towergate Chapman Stevens 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 Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. 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 travel company booking confirmation 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 £1,500 within the United Kingdom, Channel Islands, Isle of Man, Republic of Ireland and Europe	£50 (loss of deposit £12.50 for United Kingdom, Channel Islands, Isle of Man, Republic of Ireland and £20 for Europe)
2 - Travel delay	1) Delayed departure up to £60 (£10 after 3 hours and £10 per 3 hours delay thereafter) in England, Scotland and Wales, or 2) Delayed departure up to £60 (£20 after 12 hours and £10 per 12 hours delay thereafter) in Northern Ireland, Isles of Scilly, Isle of Man, Channel Islands, Republic of Ireland and Europe, or 3) Abandonment of trip up to the amount under the Cancellation section (after 12 hours delay)	£50 for abandonment of trip
3 - Missed departure	Up to £100 in England, Scotland and Wales, £400 for Northern Ireland, Isles of Scilly, Isle of Man, Channel Islands, Republic of Ireland and Europe	No excess
4 - Personal accident	Up to £10,000 (subject to age)	No excess
5 - Medical and other expenses (including curtailment and repatriation)	Up to £5,000,000 including £250 emergency dental treatment, additional accommodation, travelling/repatriation expenses if you are hospitalised or have to stay beyond your return date (limited to £1,000 for trips solely within the United Kingdom). Up to £7,500 for the return of the body or ashes to your home in the event of death (limited to £1,000 for death in the United Kingdom) or funeral expenses abroad, £100 for taxi fares and telephone calls necessarily incurred. The value of the portion of your unused travel/accommodation up to the amount under the Cancellation section if you have to abandon or curtail the trip, or are hospitalised for more than 48 hours. Additional travelling expenses if you have to return home early due to death, bodily injury, illness or disease of a close relative or damage to your home (limited to £300 for trips solely within the United Kingdom)	£50 except for additional accommodation and £12.50 for travelling/repatriation expenses for trips solely within the United Kingdom
6 - Hospital benefit	£10 per day up to £600 (limited to £10 per day up to £100 within the United Kingdom)	No excess
7 - Personal property	Up to £1,000 baggage, £100 delayed baggage (after 12 hours' delay), valuables total £200, single article limit £200 and £400 for personal money (cash limited to £200) and £50 for children aged under 18	£50 except for delayed baggage
8 - Loss of passport or visa expenses	Up to £200	No excess
9 - Personal liability	Up to £1,000,000	No excess
10 - Legal costs and expenses	Up to £25,000	No excess

#### HEALTH CONDITIONS

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

**If you are travelling within the United Kingdom, Isle of Man, Channel Islands or Republic of Ireland**

You are not required to declare your medical conditions. However, to be covered for any medical conditions you have or have had, you must be able to answer NO to questions 1. to 4. and YES to questions 5. and 6. a) and b) below:

- Are you aware of any reason why the trip could be cancelled or cut short (such as the health of a close relative)
- Are you travelling:
  - against the advice of a medical practitioner, or
  - for the purpose of obtaining medical treatment.
- Have you been given a terminal prognosis.
- Are you receiving or awaiting treatment for any bodily injury, illness or disease as a hospital day case or in-patient.
- If you are on prescribed medication, are your medical condition(s) stable and well controlled.
- If you suffer from stress, anxiety, depression or any other mental or nervous disorder, have you received written confirmation (at your cost) that you are fit enough to take this trip by either:
  - a registered mental health professional (if you are under the care of a Community Mental Health Team), or
  - a consultant specialising in the relevant field.

**If you are travelling outside of the United Kingdom, Isle of Man, Channel Islands or Republic of Ireland**

You must telephone the Towergate Medical Line on 0344 892 1698 if anyone to be covered by this policy, or any person upon whose health the trip depends:

- Has or has had a medical condition (excluding childhood and minor ailments not requiring treatment).
- Is taking prescribed medication.
- Has or has had any medical condition still requiring periodic review.
- Is awaiting any tests, treatment, investigation, referral or the results of these.

The Towergate Medical Line office hours are 9am to 5pm Monday to Friday excluding Bank Holidays.

**PLEASE NOTE** - You must also notify the Towergate Medical Line immediately of any changes in medical circumstances arising between the date the policy is issued and the time of departure for the trip. You may have to pay an additional premium to cover your medical conditions. This applies to all destinations including trips solely within the United Kingdom (being defined as England, Scotland, Wales, Northern Ireland and the Isles of Scilly).

PLEASE REFER TO PAGE 5 FOR GENERAL EXCLUSIONS, AND PAGE 6 FOR EMERGENCY ASSISTANCE AND REPATRIATION AND HOW TO MAKE A CLAIM

#### SIGNIFICANT OR UNUSUAL LIMITATIONS OR WHAT IS NOT COVERED

1. The cover under this policy is only available to **United Kingdom residents** for travel to and from the **United Kingdom** and repatriation will be to the **United Kingdom** only.
2. Cover is only available for the whole duration of a booked trip to a maximum 70 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 (the **cancellation period**) by writing to the issuer of this policy during the **cancellation period**. Any premium already paid will be refunded to you 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 the issuer of this policy. 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.

#### 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, fiancé(e), common-law spouse (including their immediate relatives), partner, daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother or step-sister, foster child and legal guardian.

**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 one or more limbs** 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, event and entertainment tickets and lift passes (in respect of winter sports trips where the appropriate premium has been paid) 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 travel company booking confirmation 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.

**Ski equipment** Skis, ski boots, ski poles and snowboards.

**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 and the Isles of Scilly.

**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/Ourselfs** – ETI-International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV) (in the Legal costs and expenses section we, our, us refers to DAS Legal Expenses Insurance Company Limited).

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

##### GEOGRAPHICAL LIMITS

**Area A** - United Kingdom (please see definition above).

**Area B** - Channel Islands and the Isle of Man.

**Area C** - Europe includes Republic of Ireland, Commonwealth of Independent States (west of the Ural Mountains), islands in the Mediterranean, Morocco, Algeria, Tunisia, Turkey, the Canary Islands, Madeira, Iceland and the Azores.

##### 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.

##### SECTION 1 – CANCELLATION

###### What is covered

We will pay you up to £1,500 for trips to the United Kingdom, Channel Islands, Isle of Man, Republic of Ireland and Europe 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:
  - a) you
  - b) any person who you are travelling or have arranged to travel with
  - c) any person who you have arranged to stay with
  - d) your close relative
  - e) 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 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 £50 (reduced to £12.50 for loss of deposit in the United Kingdom, Channel Islands, Isle of Man, Republic of Ireland and £20 for Europe) of each and every claim, per incident claimed for, under this section by each insured person.
2. 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.
3. Anything arising directly or indirectly from:
  - a) your reluctance to travel or financial reasons other than involuntary redundancy.
  - b) circumstances known to you before you booked your trip or purchased this insurance which could reasonably have been expected to lead to cancellation of the trip.
  - c) bankruptcy or liquidation of any travel agent, tour operator, public transport provider or transportation company.
  - d) the tour operator or anyone you have made travel or accommodation arrangements with failing to provide such arrangements.
  - e) being called as an expert witness or where normal employment would require your attendance at a court of law.
  - f) your failure to obtain the required passport or visa.
  - g) regulations set by the government of any country.
4. 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.
5. Anything mentioned in the General exclusions on page 5. You should also refer to the Health conditions on page 1.

## SECTION 2 – TRAVEL DELAY

This section does not apply to trips within the United Kingdom (unless involving travel to or from Northern Ireland or the Isles of Scilly).

### What is covered

We will pay you either:

1. A benefit of £10 for the first full 3 hours you are delayed and £10 for each full 3 hours delay after that, up to a total payment of £60 within England, Scotland and Wales provided you eventually travel, or
  2. 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 outside of England, Scotland and Wales provided you eventually travel, or
  3. Up to the amount under Section 1 – Cancellation, if you choose to abandon the trip before departure from the United Kingdom after the first full 12 hours you are delayed and no alternative form of transport is offered within that period
- 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 unavoidably delayed for more than 12 hours beyond the scheduled time of departure as a result of failure or disruption of the public transport.

### 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 cancellation and/or delay.

### What is not covered

1. The first £50 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. Circumstances known to you before you booked your trip or purchased this insurance which could reasonably have been expected to lead to cancellation of, or delay to the public transport on which you are booked to travel.
5. Any costs incurred by you which are recoverable from the public transport operator or accommodation provider, or for which you receive or are expected to receive compensation, reimbursement, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
6. Any delays caused by the failure of the tour operator to fulfil the scheduled trip.
7. Anything mentioned in the General exclusions shown on page 5.

## SECTION 3 – MISSED DEPARTURE

### What is covered

We will pay you up to £100 in respect of trips to England, Scotland and Wales and £400 for trips to Northern Ireland, Isles of Scilly, Isle of Man, Channel Islands, Republic of Ireland and Europe, for necessary hotel and travelling expenses incurred in reaching your booked destination (or in the case of a cruise 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. an accident or breakdown happening ahead of you on a public road which causes an unexpected delay to the vehicle in which you are travelling, or
3. 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. Circumstances known to you before you booked your trip or purchased this insurance which could reasonably have been expected to result in you arriving too late to board the public transport on which you are booked to travel.
4. Anything mentioned in the General exclusions shown on page 5.

## 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 one or more limbs, loss of sight or permanent total disablement.

BENEFIT	Up to age 15 years inclusive	Age 16 years to 65 years inclusive	Age 66 years and over
1. Death	£1,000	£10,000	£10,000
2. Loss of one or more limbs and/or loss of sight in one or both eyes	£10,000	£10,000	£10,000
3. Permanent total disablement	Not covered	£10,000	Not Covered

The total amount payable under this section is £10,000 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. Anything mentioned in the General exclusions shown on page 5.

## 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, abandonment of the trip or curtailment has to be considered.

We will pay you up to £5,000,000 for the following expenses which are necessarily incurred within 12 months of the incident, if during your trip you suffer unforeseen bodily injury, illness, disease and/or

compulsory quarantine, or as a result of any of the other events occurring as shown below: -

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) up to £7,500 for conveyance of the body or ashes to your home (limited to £1,000 for death in the United Kingdom)
  - b) local funeral expenses abroad limited to £7,500.
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 the amount under Section 1 – Cancellation, 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 your 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 £50 of each and every claim, per incident claimed for, under this section by each insured person (reduced to £12.50 under paragraphs 2. and 6. of this section).
2. Any sums which can be recovered by you and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement.
3. 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, or if abandonment of the trip or curtailment has to be considered.
4. 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 confirmed as medically necessary by Towergate Assistance, based on information provided by the attending medical practitioner.
  - 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.
5. Any claims for costs related to pregnancy or childbirth unless the claim is certified by a medical practitioner as necessary due to complications of pregnancy and childbirth.
6. Expenses incurred as a result of a tropical disease where you have not had the NHS recommended inoculations and/or not taken the NHS recommended medication prior to travel, including medication to prevent malaria.
7. Anything mentioned in the General exclusions shown on page 5. You should also refer to the Health 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 cruise) as a result of bodily injury, illness or disease you sustain:

1. £10 for every complete 24 hours up to a maximum of £600 for trips outside the United Kingdom, or
2. £10 for every complete 24 hours up to a maximum of £100 for trips solely within 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. Hospitalisation, compulsory quarantine or confinement to your accommodation as a result of a tropical disease where you have not had the NHS recommended inoculations and/or not taken the NHS recommended medication prior to travel, including medication to prevent malaria.
2. Anything mentioned in the General exclusions shown on page 5.

#### SECTION 7 – PERSONAL PROPERTY

##### What is covered

###### Subsection A – Baggage

1. We will pay you up to £1,000 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:

- a) £200 for any one article, pair or set of articles (for example golf equipment).
- b) £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 £100, 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 £400 (cash limited to £250) 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 18 at the time of the incident, 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).
4. You must provide suitable evidence of purchase/ownership and value of all items lost, stolen, damaged or destroyed.

##### What is not covered

1. The first £50 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. Loss, damage or destruction 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 covered under any other insurance.
7. Anything mentioned in the General exclusions shown on page 5.

#### SECTION 8 – LOSS OF PASSPORT OR VISA 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 5.

#### SECTION 9 – PERSONAL LIABILITY

##### What is covered

We will pay you up to £1,000,000 (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. Fines imposed by a Court of Law or other relevant bodies.
2. 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.
3. Anything mentioned in the General exclusions shown on page 5.

#### SECTION 10 – LEGAL COSTS AND EXPENSES

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

##### Special definitions relating to this section

**Appointed Representative** the preferred law firm, law firm or other suitably qualified person which we will appoint to act on your behalf.

##### Costs and Expenses means

- a) All reasonable and necessary costs charged by your appointed representative and agreed by us in accordance with our standard terms of appointment.
- b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

**DAS/we/our/us** DAS Legal Expenses Insurance Company Limited.

**Insured Incident** a specific or sudden accident which causes your death or bodily injury.

**Preferred Law Firm** a law firm or barristers' chambers which we choose to provide legal services. These legal specialists are chosen based on their proven expertise to deal with claims like yours and must comply with our agreed service levels, which we audit regularly. They are appointed according to our standard terms of appointment.

**Reasonable Prospects** for civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful 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.

**Standard terms of appointment** the terms and conditions (including the amount we will pay to your appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.

##### What is covered

1. In the event of an insured incident which causes your death or bodily injury we will pay you up to £25,000 for the costs and expenses of an appointed representative, to provide legal advice and where there are reasonable prospects to take legal action on your behalf to recover losses or damages against negligent third-parties.

##### What is not covered

1. Any claim where at any point, we or the appointed representative assess that there are not reasonable prospects of success.
2. Any legal proceedings not dealt with by a court of law or by another body agreed by us.
3. Any claim where you have failed to notify us of the insured incident within a reasonable time of it occurring and where this failure adversely affects the reasonable prospects of a claim or we consider that our position has been prejudiced.
4. An insured incident arising before the start, or after the end of a trip.
5. Costs and expenses incurred before our written acceptance of a claim.
6. In the event that you decide not to use the services of a preferred law firm, any costs and expenses in excess of those which we would have incurred had you done so under our standard terms of appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
7. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
8. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused your physical bodily injury.
9. Defending your legal rights (we will however, cover defending a counter-claim).
10. Any claim relating to clinical negligence.
11. Fines, penalties, compensation or damages that a court or other authority orders you to pay.
12. Any legal action which you take that which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.
13. A dispute with us which is not otherwise dealt with under Additional condition 7.
14. Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
15. Any costs and expenses which are incurred where the appointed representative handles the claim under a contingency fee arrangement.
16. Any claim against us, our agents, a tour operator or travel agent.
17. Any claim where you are not represented by a law firm or barrister.
18. Anything mentioned in the General exclusions shown on page 5.

##### Additional conditions applying to this section

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

#### Eurolaw Legal Advice

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

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

To help check and improve service standards, we may record all inbound and outbound calls.

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

We will not accept responsibility if the Helpline Service fails for reasons which we cannot control.

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 | DAS Legal Expenses Insurance Company Limited | Head and registered office | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH | Website: [www.das.co.uk](http://www.das.co.uk) | Registered in England and Wales | Company Number 103274 | 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 | BS16FL | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk) | Registered in England and Wales | Company number 5417859.

#### 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 abuse and/or addiction, solvent abuse and putting yourself at needless 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 up to 125cc but not wearing a crash helmet (whether legally required locally or not) and travelling on any quad bike, all-terrain vehicle or motorcycle 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/)

#### 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 bodily injury, death, illness, disease, loss, theft, damage, destruction or legal liability 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 willful 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.

#### 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) 20 3901 1722 Fax: +44 (0) 20 3901 1723**

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

#### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Towergate Chapman Stevens 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)

#### 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 your policy or a claim notified under your policy, may be addressed to:

**The Managing Director,  
Towergate Chapman Stevens,  
P.O. Box 417, West Byfleet, Surrey KT14 7XQ.  
Telephone: 01932 344300**

If you wish to complain under the Legal costs and expenses section, please forward details of your complaint to:

**The Managing Director  
DAS Legal Expenses Insurance Company Limited.  
DAS House, Quayside,  
Temple Back, Bristol BS1 6NH**

**Telephone: 0117 934 2000 Fax: +44 (0)117 934 2109**

##### BEYOND TOWERGATE CHAPMAN STEVENS – REFERRAL TO THE FINANCIAL OMBUDSMAN SERVICE

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 FOR ALL SECTIONS (other than Legal costs and expenses as shown below)

If you need to make a claim, please contact Towergate Chapman Stevens claims department on **0344 892 0081** (opening hours 9am - 5pm Monday to Friday excluding Bank Holidays) and ask for a Claim form and Claims evidence sheet or write to:

**Towergate Chapman Stevens  
Claims Department  
PO Box 5523  
Manchester  
M61 0QQ**

Email: [ManchesterTravelClaims@towergate.co.uk](mailto:ManchesterTravelClaims@towergate.co.uk)

You can also download a pdf of the Claim form and the Claims evidence sheet at: <http://www.towergatechapmanstevens.co.uk/coach-travel-insurance.aspx>

#### IN RESPECT OF LEGAL COSTS AND EXPENSES CLAIMS PLEASE CONTACT:

**DAS Legal Expenses Insurance Company Limited, DAS House, Quayside,  
Temple Back, Bristol BS1 6NH Telephone: +44 (0)117 934 2000 Fax: +44 (0)117 934 2109**

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 provide 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.

#### CONFIDENTIALITY AND DATA PROTECTION

All Information about you of a sensitive or personal nature will be treated as private and confidential. The data controller will be Towergate Insurance Limited along with its subsidiary companies (the "Towergate Group"), Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN

If you have any data protection issues or queries, including if you wish to exercise any of your data protection rights, please write to the Towergate Data Protection Officer (care of the office of the CIO) at Towergate Insurance, 55 Bishopsgate, London, EC2N 3AS.

We will use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. We may also share information with anti-fraud and anti-money laundering agencies.

In the event of phone calls from you, we reserve the right to ask security questions (which we in our sole discretion deem appropriate) in order to satisfy ourselves that you are who you say you are. In the interests of security and to improve our service, telephone calls may be monitored and/or recorded.

As required by the Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of information you have given to us.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA, who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Third parties may deliver some of our products to you, or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to them, it will only be used for the administration of the service provided (including for example verification of any quote given to you and claims processing), underwriting and pricing purposes as appropriate, testing, and to maintain management information for business analysis.

If we provide information to a third party, we will require it and any of its agents and/or suppliers to:

- Maintain the security and confidentiality of the information and restrict access to those of its own employees.
- Use the data for the agreed purpose only and prevent it being used for any other purpose by any other party.
- Refrain from communicating with you other than concerning the product in question.
- Return the data to us at the conclusion of any contract term, and destroy or delete any copies made of all or any part of the information unless copies are needed to be kept to comply with regulations.

Before you provide any data to us we will endeavour to make it clear why we need it. Sometimes we may need sensitive personal data (for example medical conditions). When this is required we will obtain your consent first.