

TRAVEL INSURANCE

Valid in respect of policies
issued 01/09/18 - 30/09/2019

This is your Insurance Policy Document No.

OGI/18

Please keep it safely

This is your insurance policy document – please read it carefully

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.

Summary of Cover	Annual/Single Sum Insured
Cancellation	£5,000
Medical Expenses & Repatriation Expenses	£10,000,000
Curtailement and Hospital Benefit Hospital Benefit Limit £1,000)	£5,000
Kennel/Cattery Fees	£100
Mugging	£500
Luggage and Personal Money	£1,500
Luggage Delay	£100
Loss of Passport	£250
Delayed Departure	£100
Missed Departure	£750
Personal Liability	£2,000,000
Personal Accident	£25,000
Legal Expenses	£25,000
Catastrophe Cover	£500
Hijack	£500
Winter Sports (applicable only upon payment of the appropriate premium)	
Ski Equipment	£750
Hired Ski Equipment	£500
Ski Hire	£300
Refund of Ski Pass/Hire/Tuition Fees	£300
Piste Closure	£200
Avalanche Cover	£250
Golf Cover (applicable only upon payment of the appropriate premium)	
Green Fees	£200
Golf Equipment Hire	£200
Golf Equipment	£1,000
Business Cover (applicable only upon payment of the appropriate premium)	
Business Equipment	£750

We/Us/Our/The Company

ETI-International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV). (in the Legal Costs & Expenses Section We, Our, Us refers to DAS Legal Expenses Insurance Company Limited.)

Period of Insurance

In respect of cancellation cover from the date of premium receipt until leaving your residence in the U.K. on the date of travel. In respect of all other parts of cover from the commencement of scheduled travel from the U.K. until return to the U.K. but not exceeding the period of insurance shown on your schedule. In the event of the period of the trip being extended due to illness or injury of the insured or their travelling companion this insurance is automatically extended until, at the insurer's option, the person concerned is either fit to return to the U.K. or until they have arrived home or been admitted into medical care in the U.K. In the event that the insurer exercises its right under the special conditions applying to the medical expenses and repatriation expenses and curtailment sections of the policy to repatriate an insured person and that person then refuses to be repatriated, then we will cancel under the medical related sections being Cancellation, Medical Expenses, Repatriation Expenses, Curtailement & Hospital benefit and Personal Accident 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. Annual policies cover is for trips of less than 31 days per trip only. The Single trip cover is 31 days per trip, increased to 45 days or 60 days where the appropriate additional premium has been paid. This would include not insuring you for any part of a trip which is longer than 31 days in duration (or 45 days or 60 days if the appropriate premium has been paid) unless otherwise shown in your schedule. Winter Sports cover is limited to 17 days in each period of insurance.

Trip

A trip is defined for the purpose of this insurance as any journey overseas (outside of the UK) or any trip for which you can provide proof of booked accommodation in your country of residence i.e. the UK for a minimum of 2 nights. Any trip that had already begun when you purchased this insurance will not be covered, except where you renew an existing Annual Policy which fell due for renewal during the trip.

Medical Declaration

- You will not be covered where, at the time of taking out this insurance (or in the case of Annual policies at the time of booking each trip):
 - you are receiving or on a waiting list for in-patient treatment;
 - you are travelling against medical advice or for the purpose of obtaining treatment;
 - you have received a terminal prognosis;
 - you are under the care of a doctor or hospital specialist (other than for regular check-ups);
 - you are waiting medical tests or the results thereof;
 - you have been treated as a hospital in-patient or been referred to a specialist consultant in the last year;
 - if, within the last five years:
 - (a) you have been treated for a breathing condition (other than well controlled asthma)
 - (b) you have been treated for a heart-related condition (such as angina)
 - (c) you have been treated for a malignant condition (e.g. cancer).
- You will not be covered if you travel against the advice of a doctor or where you would have been if you had sought their advice before beginning your trip.
- You will not be covered if you know you will need medical treatment during your trip or you are travelling specifically to get medical treatment.

If you are able to comply with the Medical Declaration above and you have one (and only one) of the medical conditions listed below cover will be provided subject to the following excess applying to claims under the Cancellation, Medical Expenses, Repatriation Expenses and Curtailement and Hospital Benefit sections.

Age	Under 50	50 -64	65 -79
Excess Level	£100	£200	£400

If you have two or more of these conditions neither will be covered by this policy. Should you need to make a claim arising from that condition, your doctor must confirm in writing the date of the diagnosis, that the condition was stable prior to travel and that there was no foreseeable reason why you should need to claim on this Policy. Acid reflux, Acne, Alopecia, Amputees, Arthritis, Asthma (but only if well controlled by using inhalers), Benign lumps, Brittle bone disease, Broken/repaiored bones, Cataracts, Cholesterol (if well controlled), Dermatitis, Diabetes (if well controlled), Downs syndrome, Dyspepsia, Eczema, Gall stones/ Gall bladder removal, Glaucoma, Gout, Hernia, Hip/knee replacement, Hypertension/High blood pressure (Mild*), Hyperthyroidism (over active Thyroid), Hypothyroidism (under active Thyroid), Incontinence (not associated with bladder infections), Irritable bowel syndrome, Meniere's disease, Migraine,

Option to Cancel

This is your insurance policy - please read it carefully to ensure that it meets your requirements. In the event that it does not, please return all of your documents within 14 days of receipt for a refund of your premium. If during the first 14 days you ask us to perform or provide the services given under this policy then we are entitled to recover all costs you have used for the service provided, if you still decide to cancel within the 14 day period. Please note that after the 14 day period, no refund of your premium will be considered.

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.

Validation of Cover

Cover is validated only when this document is issued in conjunction with your schedule stating details of the insured travellers, the period of cover, the travel details and the premium paid.

You/Your/Yourself/Insured person

Any person resident in the U.K. named on your schedule in respect of whom an insurance premium has been paid. Cover for children under 2 is limited to Cancellation, Medical Expenses and Repatriation Expenses only.

Insurer

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Muscular Dystrophy, Paraplegia, Psoriasis, SpinaBifida, Tetraplegia, Tonsillitis, Varicose veins.

(* Mild hypertension will be covered provided:

- i) You are only on one medication;
- ii) there has been no change to your medication in the last 6 months; and
- iii) You have not been admitted to hospital in the last 12 months.)

Minor Ailments

Cover will be provided for minor ailments e.g. hay fever, tonsillitis, ear infection, colds/flu, skin irritations, chiropody, dental treatment etc if you:

- were only prescribed short term antibiotics, non-prescription pain killers, creams/ointments;
- have had no further problems since; or
- have been advised by your doctor that it is safe to travel.

Note: This is not a private medical insurance Policy and only gives cover for emergency medical treatment in the event of an accident or unexpected illness occurring during your trip.

Emergency Assistance & Repatriation

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

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION IN TRAVEL PLANS

TOWERGATE ASSISTANCE

Telephone: +44 (0) 20 3901 1722 Fax: +44 (0) 20 3901 1723

When calling state your identity, this Document No. and the identity and telephone number of the treating doctor.

Reciprocal Health Agreement

If you are travelling to countries within the European Union (EU), Iceland, Liechtenstein, Norway or Switzerland you are strongly advised to obtain a European Health Insurance Card (EHIC). You can apply online through www.dh.gov.uk or telephone 0300 3301350. This will entitle you to benefit from the reciprocal healthcare arrangements which exist between countries within the EU, Iceland, Liechtenstein, Norway or Switzerland.

Medical Treatment in Australia - MEDICARE

Should you require medical treatment in Australia you must enrol with MEDICARE. It is not necessary to enrol on arrival, you can simply do this after the first occasion on which you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge.

Should you be admitted to hospital then immediate contact must be made with Towergate Assistance and their authority obtained in respect of any treatment NOT available under MEDICARE before such treatment is provided.

Claims

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 Travel claims department on 0344 892 0081 (opening hours 9am - 5pm Monday - Friday excluding Bank Holidays) and ask for a Claim form and Claims evidence sheet or write to:

Towergate Travel Claims Department,
PO Box 1188,
Doncaster,
DN1 9PQ
Telephone: 03450 744 838

Email: towergatetravelclaims@directgroup.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.

Cancellation

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected in respect of your share of irrecoverable loss of deposits or cancellation charges levied for pre-booked transport and accommodation in the event of cancellation of the entire trip prior to its commencement as a result of travel being prevented by:-

1. Death, injury or illness as certified by a doctor of medicine, summons for jury service or as a compulsory witness in a court of law (other than in the line of duty or as an expert witness) to be undertaken during the period of insurance, compulsory redundancy (provided employment has been on a continuous basis with the same employer for at least 24 months and qualifies for payment under current UK redundancy payment legislation and at the time of booking the trip or purchasing the policy whichever is the later there was no reason to believe anyone would be made redundant), of:
 - (a) the insured
 - (b) the insured's travelling companion
 - (c) a close relative of the insured
 - (d) a close business associate of the insured upon whom the insured person's business in the U.K. depends
 - (e) the host of the insured or a member of the host's family residing with the host.

2. A complication of the insured's pregnancy or the duration of such pregnancy exceeding 30 weeks on the date of departure from the U.K.
3. Unavoidable delay exceeding 12 hours from the scheduled time of departure at the final point of departure from the U.K. as a result of failure or disruption of the prebooked public transport service in which the insured was due to depart from the U.K, where no alternative form of transport is offered.

Exclusions

The company will not cover:

- (i) The first £30 (£25 for loss of deposits) of each claim for each insured person, unless the medical declaration indicates otherwise or the excess waiver option has been selected.
- (ii) Any claim arising from any medical condition not covered under the medical declaration
- (iii) Any additional charges incurred as a result of any delay in the insured cancelling the booked arrangements.
- (iv) The cost of airport departure duty
- (v) Travel tickets paid for using an airline mileage reward scheme, for example Air Miles
- (vi) Accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.

Medical Expenses

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected following illness or injury of the insured occurring overseas during the period of insurance by reimbursement of necessary receipted costs in respect of medical, surgical or hospital treatment, necessary ambulance or other transport from the point of injury, drugs or appliances, all provided or prescribed by a doctor of medicine not related or travelling with you and given and incurred during the trip together with the receipted travelling costs incurred in order to obtain such treatment.

For travel to the United States of America emergency medical and other expenses means costs that are incurred for approval, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

Exclusions and *Special Conditions*:- see opposite

Repatriation Expenses

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected

1. Following illness or injury of the insured or of the insured's travelling companion or following death, injury or illness of either an insured person's close relative or a close business associate of the insured upon whom the insured person's business in the U.K. depends to pay (i) receipted additional costs, necessarily incurred, in respect of repatriation to the U.K. or repatriation home in the U.K. if holidaying in the U.K. (ii) receipted additional costs, necessarily incurred, of accommodation and subsequent repatriation if the trip is necessarily extended.
2. Following the death of the insured during the period of insurance to pay (i) all costs in respect of repatriation of the insured to the U.K. undertaker specified by the next-of-kin or (ii) the reasonable cost of burial or cremation in the country where death occurs excepting U.K. but not exceeding the cost of repatriation to the U.K.

Exclusions and *Special Conditions*:- see below

Curtailment & Hospital Benefit

Following the company admitting liability for a claim under the Repatriation Expenses section of this policy to reimburse a pro-rata amount of the insured's pre-paid travel and accommodation costs following curtailment by early return to the U.K. or by attendance at a hospital abroad as an inpatient but not exceeding the Sum Insured shown in the Summary of Cover for the type of cover that you have selected which cannot be recovered from any other source. Identifiable pre-paid return home travel costs are excluded if the company repatriated the insured.

Hospital Benefit

We will pay up to £25 per day up to a maximum of £1,000 for each 24 hours if you are hospitalised abroad

Exclusions applying to Medical expenses, Repatriation expenses and Curtailment The company will not cover:

- (i) The first £30 of each and every claim per event for each insured person's unless the medical declaration indicates otherwise or the excess waiver option has been selected.
- (ii) Any medical conditions not covered under the medical declaration
- (iii) (a) Any manipulative treatment (b) Any alternative medicine
- (iv) The cost of replenishing any medical related supplies
- (v) (a) any costs incurred in respect of treatment that can reasonably in the view of Towergate Assistance's medical advisors wait until the insured has returned to the U.K. (b) Cover only applies for overseas emergency treatment necessary in respect of the acute condition occurring during the trip covered by this insurance and does not cover costs in respect of treatment of any underlying or related chronic condition
- (vi) All liability following the insured acting against medical advice
- (vii) Any expenses incurred more than 12 months after the date of the illness or injury occurring
- (viii) Your travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- (ix) Any condition related to exposure to the sun.
- (x) Any claims for costs resulting from your failure to obtain recommended pre travel inoculations and vaccinations or on-going preventative treatments for the countries you intended to travel to.
- (xi) The cost of emergency dental treatment exceeding £350.
- (xii) Claims where you do not comply with the treatment agreed by the treating doctor and the travel assistance service doctor.
- (xiii) Costs of telephone calls, other than
 - (a) calls to Towergate Assistance notifying and dealing with the problem for which you are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers you telephoned or

(b) any costs incurred by you when you receive calls on your mobile from Towergate Assistance for which you are able to provide receipts and other reasonable evidence to show the cost of calls.

Special conditions applicable to Medical expenses, Repatriation expenses and Curtailment

In the event of death or injury or illness likely to result in hospitalisation, repatriation, or any alteration in pre-booked travel plans or where the costs exceed £500 then immediate advice must be given to Towergate Assistance (for details see Emergency Assistance and Repatriation section on page 1) as specified in this policy and liability shall only attach in respect of those expenses agreed by them. It is a special condition that the insured shall take all reasonable action to obtain medical treatment within any existing reciprocal health care agreement and recover any refunds within that agreement to which they may be entitled. Furthermore the insured (and/or their legal representative) hereby authorise the release of and agree to pay the costs for, any medical information as may be required to the company appointed doctor. It is Towergate Assistance on behalf of the insured and for the benefit of the insured in any emergency situation shall not be deemed to be an admission of liability under this insurance. Where the company has agreed to pay your repatriation costs, any refunds in respect of any pre-paid unused travel home tickets shall inure to the benefit of the company. We reserve the right to repatriate the insured person to the U.K. when in the opinion of the doctor in attendance and our medical advisers the insured person is fit to travel. It is also a condition that if you are injured or become ill during your trip, Towergate Assistance may 1) move you from one hospital to another and/or 2) arrange for you to return to the UK at any time. They will do this if they and the treating doctor think that it is safe for you to be moved or returned to the UK. If you choose not to, our liability will end on the date it was deemed safe for you to be moved or returned to the UK.

Kennel/Cattery Fees

The company will cover you up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected for extra cattery and kennel fees if your return to the U.K. has been delayed following your illness, your accidental injury or you being a hospital inpatient during your trip.

Exclusions

- (i) Any claim if you do not have a valid claim under the medical expenses section for the same incident.
- (ii) Any fees where your cat or dog was not in a cattery or kennel for the duration of your trip.
- (iii) Any claim arising from a trip taken within the U.K.
- (iv) Any amount that can be recovered by you from any other source.

Mugging (Not applicable to UK Holidays)

The company will pay the insured £50 for each full 24 hours, up to the sum insured shown in the summary of cover for the type of cover that you have selected, in addition to any medical expenses incurred under the medical expenses section, if you are mugged and, as a result of your injuries received from the mugging, are admitted as an inpatient in a hospital abroad.

Exclusions

- (i) Any claim where you have not reported the incident to the local Police within 24 hours or as soon as possible thereafter of the mugging and obtained written confirmation of your injuries and period of in-patient treatment from the hospital.
- (ii) Any claims arising from trips taken within the U.K.

Luggage and Personal Money

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected following accidental loss of or damage to luggage and personal effects, cash, travel tickets all being owned and taken on the trip, or purchased during the trip, by the insured.

Special conditions

1. The insured shall
 - (a) take all reasonable care for the supervision of their property
 - (b) notify within 24 hours of discovery or as soon as possible thereafter all loss of or damage to property to either the police or other relevant authority and obtain from them a written report in substantiation of the claim. All necessary action to recover the property should be undertaken,
 - (c) produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
 - (d) retain all damaged items.
2. Liability shall be limited to the intrinsic value of the property (to reflect age and wear and tear) or where applicable to the cost of repair whichever is the lesser or at our option we shall replace.

Exclusions

The company will not cover:

- (i) The first £30 of each claim for each insured person unless the excess waiver option has been selected.
- (ii) Liability in excess of £200 in respect of personal money (reduced to £50 for persons under aged 18).
- (iii) Liability in excess of £250 in respect of all jewellery, furs, watches, photographic, video, audio and other equipment and valuables
- (iv) Liability in excess of £250 in respect of any one article or set of articles (including disc collection) and travel tickets.
- (v) Loss of or damage to money, jewellery, furs, watches, video, photographic, audio and other equipment and valuables whilst unattended or in/from luggage in transit
- (vi) Telecommunications and motor vehicle related equipment and accessories
- (vii) Loss or damage to:
 - (a) Spectacles, sunglasses, dentures, contact or corneal lenses or any other aids or appliances
 - (b) Sports equipment and protective clothing
- (viii) Loss or damage whilst in the custody of an airline or other carrier and recoverable from such carrier
- (ix) Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

Luggage Delay

If the entire luggage of the insured is temporarily lost or delayed in transit on the outward journey from the U.K. and not returned to the insured within 24 hours of the discovery of same the company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected with a payment up to £50 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by the insured. The company will deduct any payment made for emergency purchases from the amount of any payment made if your luggage is permanently lost.

Loss of Passport

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected, in the event of the loss of the insured's passport whilst abroad for the cost of an emergency replacement or temporary passport obtained whilst abroad including the insured's reasonable and receipted travelling expenses incurred overseas in order to obtain same.

Delayed Departure

In the event of the departure of the initial outward journey from the U.K. or the departure of the final return journey to the U.K. (excluding stopovers where you were scheduled to remain officially in transit) being delayed in excess of 12 hours due to failure or disruption of such pre-booked public transport the company will compensate the insured with a payment of £20 after the first full 12 hours of delay and £20 for each subsequent full 12 hours of delay up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected. This cover applies if you are delayed at your point of departure and only applicable if you have travelled there and checked in unless your tour operator or travel company has asked you not to travel to the departure point.

Missed Departure

The Company will cover you up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected to pay 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

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.

Exclusions

The Company will not cover:

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.

Personal Liability

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected against all sums the insured becomes legally liable to pay as damages together with claimant's costs in respect of:

1. Accidental bodily injury to or death or illness of any person
2. Accidental loss of or damage to material property, occurring during the period of insurance. The company will in addition pay all costs and expenses incurred with its written consent.

Exclusions

The company will not cover claims arising directly or indirectly from:

- (i) The first £30 of each and every claim per event for each insured person claimed for under this section unless the excess waiver option has been selected.
- (ii) The ownership, possession or use of any aircraft, watercraft or mechanically propelled vehicle of any description, animals, firearms and weapons.
- (iii) Loss of or damage to property belonging to or in the custody or control of the insured or any member of the insured's family or household including the ownership, possession or use of any building or land excepting temporarily for the purpose of the trip.
- (iv) Any criminal, wilful or malicious act
- (v) The pursuit of any trade business or profession
- (vi) Bodily injury death or illness of the insured or any member of the insured's family or household or person you employ or your travelling companions
- (vii) Liability assumed under agreement unless such liability would have attached notwithstanding any such agreement.

Personal Accident

In the event of the insured sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the company hereby agrees to pay to the insured or in the event of death to his/her legal personal representative the following percentage of the Sum Insured.

Table of Compensation

- (a) Death – £25,000
- (b) Loss of one or more limbs or one or both eyes – £25,000
- (c) Permanent total disablement – £25,000

Special definitions applying to this section (which are shown below)

Loss of Limb: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg. Loss of eye(s): total or irrecoverable loss of sight. Permanent total disablement: bodily injury other than above which totally

incapacitates the insured from engaging in or attending to any occupation whatsoever for at least twelve calendar months from the date of the injury and at the end of that time rendering the insured beyond hope of improvement.

Provided that:

- (i) the benefit payable under (a) above is reduced to £2,500 if the insured is under the age of 18 or over the age of 65 at the time of death or if death occurs as a result of ownership, possession or use of any mechanically propelled vehicle
- (ii) the total compensation in respect of any one insured shall not exceed the Sum Insured.

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).

Legal 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 Means:

- 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 you.

Exclusions applying to Section 10 (also see the General exclusions)

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 ETI - International Travel Protection, DAS or any tour operator or travel agent.
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 you 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 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). 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:
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 DAS asks for, in writing, and
e. 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. 1.
- 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 your 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.

Catastrophe Cover

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected should you be forced to move from your pre-booked and pre-paid accommodation outside of the U.K. as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive which is confirmed in writing by local or national authority, for the irrecoverable travel or accommodation costs necessarily incurred to continue with your pre-paid trip, or, if the trip cannot be continued, for your return to the U.K.

Exclusions

The company will not cover:

- any expense following your reluctance to travel or to continue with your trip when official directives from the local or national authority state it is acceptable to do so.
- Any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of service.

Hijack

If the aircraft on which the insured are travelling during the trip covered by this insurance is hijacked and as a result they are imprisoned for a period of at least 24 hours, the company will cover the insured with a payment, of £50 for each subsequent full 24 hours that they are imprisoned, up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected.

Winter Sports

The following cover is only applicable if the appropriate premium has been paid and is limited to 17 days per insurance period under Annual policies

Ski Equipment

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected (or at our option repair, reinstate or replace) with allowance for age, wear and tear, in the event of theft of, loss of or accidental damage to ski equipment and protective ski clothing belonging to and taken on the trip by the insured.

Hired Ski Equipment

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected (or at our option repair, reinstate or replace) with allowance for age, wear and tear, in the event of theft of, loss of or accidental damage to ski equipment hired by the Insured during the trip.

Exclusions applying to ski equipment and hired ski equipment

The company will not cover:

- Liability in excess of £250 for any one article owned by the insured
- Liability in excess of £500 for any ski equipment hired by the insured

Ski Hire

The company will pay up to £25 per day up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected for hiring alternative skis or ski boots if the insured's skis or boots are lost or delayed or damaged beyond repair for more than 12 hours during the trip.

Exclusions applying to Ski Hire

The company will not cover:

- Any claim not supported by a report from the carrier responsible for the delay or damage to the skis or ski boots, if applicable
- Any claims resulting from theft
- Any claim not supported by a report from the police if lost or from the ski/boot hirer confirming that yours were damaged beyond repair.

Refund of Ski Pass/Hire/Tuition Fees

The company will cover the insured up to the sum insured shown in the summary of cover for the type of cover that you have selected in respect of their legal liability to pay all or part ski passes, ski hire and/or ski tuition fees, paid in advance or contracted to pay notwithstanding that the travel arrangements are necessarily and unavoidably cancelled or curtailed as a result of:

- death, injury or illness of the insured or their travelling companion or the host of the insured
- death, injury or illness of a close relative of the insured or a close business associate.

Piste Closure

The company will pay £20 per day up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected if only 15% or less of the lifts and/or pistes in the insured's pre-booked resort are available due to lack of snow. This section only applies between the 1st December and 15th April for travel to the Northern Hemisphere and between the 1st May and 30th September for travel to the Southern Hemisphere

Avalanche Cover

The company will cover the insured up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected for reasonable additional travel and accommodation expenses if the scheduled arrival at or scheduled departure from the pre-booked ski resort is delayed by more than 12 hours due to an avalanche.

Exclusions applying to piste closure and avalanche cover

The company will not cover:

- Any claim not supported by a written report from the management of the resort confirming the reason for the piste closure, the duration of such closure and times and dates the resort was cut off by the avalanche and later accessible,
- Any costs incurred at ski resorts less than 1,000 metres above sea level,
- Any claim due to closure of the lift system as a result of wind or avalanche
- Any claim where the piste closure was public knowledge prior to the departure from the U.K.

Golf Cover

The following cover is only applicable if the appropriate premium has been paid. Special definitions applying to this section (which are shown below)

Golf clubs – A complete set of clubs carried in a bag, regardless of whether purchased as a set or individually.

Green Fees

In addition to the cover provided by the cancellation and curtailment sections of this policy, we will pay up to £50 per day up to the amount shown in the Summary of Cover for pre-booked green fees, which are not refundable and which you are unable to use if:

- you have to cancel or curtail your trip
- your departure to your destination is delayed for more than 12 hours and a valid claim is made under the Delayed Departure section
- you have a valid claim under the Medical Expenses section which is supported by a medical report from your treating medical practitioner confirming that you were unable to play golf.

Exclusions

The exclusions set out in Cancellation, Medical Expenses, Repatriation Expenses and Curtailment sections of this policy.

Golf Equipment Hire

The company will pay up to £30 per day towards the cost of hiring replacement equipment for each day your golf clubs are unavailable, up to £200 per insured person during any one trip. If your golf clubs have been delayed or misplaced by your airline or carrier for more than 12 hours during the outward part of your trip and you would be unable to use your pre-booked green fees.

Special conditions relating to claims

- You must obtain confirmation from the carriers (or their handling agents) in writing of the length of delay and the reason for the delay.
- If your luggage is lost, damaged or stolen whilst in the care of your carrier you must report to them, in writing, details of the loss whilst in their care. In the case of an airline, obtain a Property Irregularity Report (PIR).
- You must keep detailed receipts for the replacement golf clubs hired.
- You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

Exclusions

The exclusions set out in the Luggage Delay section of this policy

Golf Equipment

The Company will pay up to the Sum Insured shown in the Summary of Cover for the type of cover that you have selected in respect of each insured person if during your trip, your golf clubs are lost, damaged or stolen and not recovered.

Special conditions relating to claims

- You must obtain written confirmation from the carrier of the loss or damage

Exclusions

The company will not cover:

- Golf clubs whilst in use.
- The exclusions set out in the Luggage and Personal Money section of this policy.

Business Cover

The following cover is only applicable if the appropriate premium has been paid

This extension to the policy provides the following modifications to the insurance specifically in respect of any business trip made by you during the period of insurance. *Special definitions applying to this section (which are shown below)*

Business money

Bank notes, currency notes and coins in current use and travellers' and other cheques, which are the property of your employer.

Business samples

A small amount of fabric or other commodity, owned by you or for which you are responsible, which is to be given or shown to a prospective client.

Business Equipment

In addition to the cover provided under the Luggage and Personal Money section, we will pay you up to:

- £750 for the accidental loss of, theft of or damage to business equipment and up to £500 in respect of business samples
- £500 for emergency courier expenses necessarily incurred in replacing business equipment or business samples essential to your intended business itinerary. The amount payable will be the current market value, which takes into account a deduction for wear and tear and depreciation, (or we may at our option replace, reinstate or repair the lost of damaged business equipment or business samples).

The maximum we will pay for any one article, pair or set of articles is £500.

Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery or as soon as possible thereafter and obtain a written report of the loss, theft or attempted theft of all business equipment or business samples.
2. If business equipment or business samples are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the delay, loss, theft or damage and obtain written confirmation.
If business equipment or business samples are lost, stolen, or damaged whilst in the care of an airline you must:
 - (a) obtain a Property Irregularity Rep (PIR) from the airline
 - (b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
 - (c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. Receipts for items lost, stolen or damaged must be retained as these will help you to substantiate your claim.

Exclusions

The company will not cover:

- (i) The first £30 of each and every claim per incident for each insured person unless the excess waiver option has been selected.
- (ii) Business equipment or business samples left unattended at any time (including in the custody of carriers) unless deposited in a hotel safe, safety deposit box, left in your locked accommodation or in the locked boot or covered luggage area of a motor vehicle in which you are travelling and evidence of forcible and violent entry to the vehicle is available.
- (iii) Loss or damage due to delay, confiscation or detention by customs or other authority.
- (iv) Wear and tear, depreciation, deterioration or loss or damage by atmospheric or climatic conditions by moth, vermin, by any process of cleaning, repairing or restoring mechanical or electrical breakdown.
- (v) Loss of, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when we will pay up to the makers list price.

General Conditions

1. The insurance premium is not refundable under any circumstances other than during the period as defined in the paragraph headed "Option to Cancel" on page 1.
2. Cover for children aged under 2 is limited to cancellation, medical expenses and repatriation expenses only.
3. No liability shall attach in respect of persons who are not residents of the U.K. where such liability would not have existed had the person been a permanent resident of the U.K.
4. The insured shall take all reasonable precautions to avoid injury loss or damage.
5. Any word or expression to which a specific meaning has been attached in any part of this policy shall bear such meaning wherever it may appear.
6. Except under Personal Accident, if any loss, damage, injury, liability or expense is the subject of any other insurance the company shall not be liable to pay except in respect of any excess beyond the amount which would have been payable under such other insurance had this policy not existed.
7. If, after the payment of the premium and the issue of cover, but before commencement of travel, the insured or any other person upon whose health the trip is dependant shall suffer from a chronic or an acute medical condition which may affect the travel plans or may require medical intervention during the period of insurance then such condition shall be disclosed to Towergate Travel immediately.
8. On the happening of any event which may give rise to a claim the insured shall
 - (a) give immediate written notice but in any event within 28 days of the date of the occurrence to Towergate Travel.
 - (b) furnish at the insured's expense such reports information and proof as may reasonably be required.
9. The insured is not at the time of effecting this insurance aware of any circumstances which are likely to result in a claim under this policy.
10. All liability shall cease upon the return of the insured to the U.K. or upon their admission into medical care in the U.K. whichever shall be the sooner.
11. If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain benefit under this policy all benefit thereunder shall be forfeited.
12. In the absence of company's written agreement to the contrary this policy shall be governed by the law applicable to your U.K. home address.
13. The company shall be entitled at its own expense to take any proceedings it considers reasonable in the insured's name to recover any payment made under this policy and any amount so recovered shall belong to the company.
14. It is a condition of this policy that when booking your trip or purchasing, this policy, whichever is later, that you are fit to travel.

General Exclusions

The company shall not be liable in respect of the following:-

1. Any claim
 - (a) sustained whilst suffering from drug addiction
 - (b) attributable to the influence of drugs not prescribed by a qualified medical practitioner
 - (c) due to or arising out of
 - (i) your suffering from stress, anxiety, depression or any other mental or nervous disorder unless it has been investigated and diagnosed as such by either a registered mental health professional if you are under the care of a community mental health team or if not, a consultant specialising in the relevant field who must confirm in writing at your cost that you are fit enough to take this trip. Allergies, suicide or attempt thereat psychiatric illness, terminal illness, any deliberate exposure to danger, any criminal act. (unless you are trying to save a human life
 - (ii) engaging in winter sports (unless appropriate premium paid)
 - (iii) flying other than as a passenger in a fully licensed aircraft
2. Any form of alcohol abuse including alcohol withdrawal or you drinking too much alcohol where it is reasonable and foreseeable that such consumption could result in a serious impairment of your faculties and/or judgement resulting in a claim. We do not expect you to avoid alcohol on your trip but we

- will not cover any claim arising because you have drunk so much alcohol that your judgement is seriously affected and you need to make a claim as a result
3. Any circumstances manifesting themselves subsequent to the date of booking the trip but prior to the date of issue of the insurance.
4. Any costs or expenses which are recoverable from any other source.
5. Any liability, howsoever arising, resultant from
 - (a) the use of either faulty or inferior property or property not fulfilling its purpose
 - (b) the lack of provision of any service or the provision of such service not being of an appropriate standard
 - (c) withdrawal from service (temporary or otherwise) of a coach, an aircraft or sea vessel on the recommendation of a port authority, civil aviation authority or of any similar body.
6. Any liability resulting either directly or indirectly from any supplier of travel or associated services ceasing to trade.
7. Any consequence of war, invasion, act of foreign enemy, act of terrorism (this does not apply to claims made under the medical expenses, personal accident, repatriation expenses and the hospital benefit part of the curtailment & hospital Benefit section), hostilities whether war be declared or not, civil war, riot, civil commotion or workers or other persons taking part in a labour dispute, rebellion, insurrection, military or usurped power.
8. Loss, destruction or damage to any property, legal liability injury, expense or indemnity of whatsoever nature arising directly or indirectly from or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or waste or any nuclear component of whatsoever nature.
9. We will not pay for any losses that are not directly associated with the incident that caused you to claim. For example, loss of earnings due to being unable to return to work following injury or illness happening while on a trip or the cost of replacing locks in the event that keys are lost while on a trip.
10. Your reluctance to travel.
11. Your travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.
12. Any claim arising as a result of you failing to obtain the appropriate travel documents and visas.
13. Anything directly or indirectly caused by your participation in Hazardous Activities unless shown as covered in the Hazardous Activities table or otherwise agreed by us
14. Your own unlawful action or any criminal proceedings against us
15. Claims arising from the unauthorised use of a swimming pool outside the specified opening times

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:

The Travel Claims Manager, Towergate Travel Claims Department, PO Box 1188, Doncaster, DN1 9PQ

Telephone: 03450 744 838 Email: towergatetravelclaims@directgroup.co.uk

Any complaint you have regarding your policy, may be addressed to:

The Managing Director, Towergate Travel, 3000 Hillside Drive, Hillside Business Park, Chertsey, Surrey, KT16 0RS Telephone: 01932 344300

If you wish to complain under the Legal costs and expenses section, please contact DAS by:

Phoning: 0344 893 9013 Emailing: customerrelations@das.co.uk

Writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH

Completing a DAS online complaint form at www.das.co.uk/about-das/complaints

BEYOND TOWERGATE TRAVEL – 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

Website: www.financial-ombudsman.org.uk

This procedure will not affect your rights in law

DAS Eurolaw Legal Advice

DAS will give you confidential legal advice over the phone on any personal legal problem under the laws of 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 inbound and outbound 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.

Financial Services Compensation Scheme

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

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. We will update this notice as required and at least annually (every December). Therefore, we suggest you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

Who are we?

Towergate (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of Group Risk, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information, then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis.

We may also take the opportunity to:

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites.

Only where you have provided you with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment. 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. If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice. We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings). We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information we hold about you. ICO guidance
- Erasure - Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). ICO guidance
- We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. ICO guidance
- Marketing - If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

If you are unhappy about the way we have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

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DAS Data Protection

To comply with data protection regulations DAS are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and your information.

DAS may collect personal details, including your name, address and, on occasion your medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice.

WHO DAS ARE

DAS is part of DAS UK Holdings Limited (DAS UK Group). The use of your personal data by DAS and members of the DAS UK Group are covered by DAS' individual company registrations with the Information Commissioner's Office.

GOT A QUESTION

If you have any questions or comments about how DAS store, use or protect your information, or if you wish to request to see the information DAS hold about you, you can do this by calling 0344 893 9011, by writing to the Data Protection Officer at DAS Head Office address (please see page 4) or by visiting www.das.co.uk

HOW DAS WILL USE YOUR INFORMATION

DAS may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice DAS may have to send the information outside of the European Economic Area in order to give your legal advice on non-European Union law. DAS will not disclose your personal data to any other person or organisation unless DAS are required to by DAS' legal and regulatory obligations. For example, DAS may use and share your 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.

Hazardous Activities

Covered

Aerobics, Badminton, Baseball, Basketball, Boogie, Boarding, Bowls, Cricket, Croquet, Curling, Cycling (no racing), Fell Walking, Fishing, Golf, Ice Skating, Jogging, Manual Work at ground level involving no machinery, Marathon Running, Mountain Biking on recognised routes, Rambling, Rounders, Sailing (within territorial waters), SCUBA Diving (down to 30m accompanied by a qualified diver or instructor), Snorkelling, Softball, Squash, Surfing, Swimming, Table Tennis, Tennis, Ten Pin Bowling, Volleyball, Walking, Water Polo.

Covered if professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions

Abseiling, Archery, Banana Boating, Black Water Rafting, Bungee Jumping, Canoeing/Kayaking - no white water, Clay Pigeon Shooting, Fencing, Flotilla Sailing (with professional leader), Go Karting, Gymnastics, Trekking/hiking/walking/hill walking under 3,000m, Horse Riding (no jumping), Hot Air Ballooning, Indoor Rock Climbing (with belays), Paint Balling, Parascending over water, Pony Trekking, River Tubing (no white water), Shooting (not Big Game), Sleigh riding as a passenger, Swimming with Dolphins, Trampoline, Water Skiing (no jumping), White Water Rafting, Zorbing.

NOT Covered

Base Jumping, Big Game Hunting, BMX Stunt Riding, Bouldering, Boxing, Canyoning, Caving / Pot Holing, Coasterring, Cycle Racing, Flying except as a fare paying passenger, Free / High Diving, Gliding, Hang Gliding, Horse Jumping / Hunting, Judo / Karate / Martial Arts, Kite Surfing, Lacrosse, Micro Lighting, Participation in competitions unless agreed by us, Motorcycling as a means of transport only as driver or passenger (unless on machines of less than 125cc unless you are wearing a helmet and, as a driver, you have held a motorcycle licence for at least 3 years and are conviction free), Mountaineering, Organised Team Sports, Parachuting, Paragliding, Parascending over land, Polo, Professional / Semi Professional Sports, Quad Biking, Rock Climbing, Sailing outside territorial waters, Scuba Diving below 30m, Shark Diving, Street Hockey, Track days using motorised vehicles, Water Ski Jumping, Weightlifting, Wrestling.

Hazardous Activities

(other than curling or ice skating) are excluded unless an additional premium has been paid and accepted. Where Winter Sports cover has been purchased you are covered for the dates stated on your single trip winter sports schedule. The following activities are covered: On piste skiing or snowboarding on piste, Off-piste skiing or snowboarding where accompanied by a qualified guide or instructor, Cross-country skiing on recognised routes and with a guide, Ski racing arranged by ski schools for their pupils, Sledging.

Examples of Winter Sports activities not covered are: Bobsleighbing, Heliskiing, Ice Hockey, Lugging, Use of Skeletons, Ski Acrobatics, Ski Jumping. **If there are activities that you intend to participate in that are not listed above, please call us on 0344 892 1697 to confirm whether cover can be provided.**

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