

Valid for holidays booked and policies issued from the 01/11/2018 to the 31/12/2019 for departures up to the 31/12/2020

**Towergate Travel  
HOLIDAY TRAVEL INSURANCE**



Policy Number  
**AOT/19  
2019 ISSUE**

**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 Travel is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4043759. Registered address 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.

**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**

**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:

1. Are **you** aware of any reason why the **trip** could be cancelled or cut short (such as the health of a **close relative**)
2. Are **you** travelling:
  - a) against the advice of a **medical practitioner**, or
  - b) for the purpose of obtaining medical treatment.
3. Have **you** been given a terminal prognosis.
4. Are **you** receiving or awaiting treatment for any **bodily injury**, illness or disease as a hospital day case or in-patient.
5. If you are on prescribed medication, are **your** medical condition(s) stable and well controlled.
6. 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) a registered mental health professional (if **you** are under the care of a Community Mental Health Team), or
  - b) a consultant specialising in the relevant field.

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

1. The cover under this policy is only available to **United Kingdom residents** for travel within the Geographical limits contained in this policy and which begins and ends in the **United Kingdom**. Repatriation will be to the **United Kingdom** only.
2. Cover is only available for the whole duration of a booked **trip** to a maximum 17 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.

## 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:

- 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
- 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 Townergate 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 of 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:

- in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- 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 **you** 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/Ourselves** – 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 £2,000 for **trips** to the **United Kingdom**, Channel Islands, Isle of Man 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:

- The death, **bodily injury**, illness, disease, or complications arising as a direct result of pregnancy of:
  - you**
  - any person who **you** are travelling or have arranged to travel with
  - any person who **you** have arranged to stay with
  - your close relative**
  - your close business associate**.
- 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.
- 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.
- 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**.
- 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

- 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

- The first £50 (£20 for loss deposit) of each and every claim, per incident claimed for, under this section by each **insured person**.
- 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**.
- Anything arising directly or indirectly from:
  - your** reluctance to travel or financial reasons other than involuntary **redundancy**.
  - 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**.
  - bankruptcy or liquidation of any travel agent, tour operator, **public transport** provider or transportation company.
  - the tour operator or anyone **you** have made travel or accommodation arrangements with failing to provide such arrangements.
  - being called as an expert witness or where normal employment would require **your** attendance at a court of law.
  - your** failure to obtain the required passport or visa.
  - regulations set by the government of any country.
- 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.
- 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:

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

- 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.
- 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

- The first £50 of each and every claim, per incident claimed for, under subsection 2. of What is covered by each insured person.
- 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.
- Any claims arising from strike or industrial action existing or being publicly announced by the date **you** purchased this policy.
- 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.
- 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.
- Any delays caused by the failure of the tour operator to fulfil the scheduled **trip**.
- 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, £200 for **trips** to Europe, the Channel Islands, Northern Ireland, the Isle of Man and the Isles of Scilly for necessary hotel and travelling expenses incurred in reaching **your** booked destination (or in the case of a **crui**se joining **your** ship at the next possible port of call), if:

- the vehicle **you** are travelling in breaks down or is involved in an accident, is delayed by strike, industrial action or adverse weather, or
- 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
- 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

- 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	£5,000	£1,000
2. <b>Loss of one or more limbs</b> and or <b>loss of sight</b> in one or both eyes	£10,000	£10,000	£10,000
3. <b>Permanent total disablement</b>	£10,000	£10,000	£10,000

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 £2,000,000 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 £350.
2. For necessary additional accommodation and travelling/repatriation expenses (economy class) if **you** are hospitalised as an in-patient during the **trip**, or if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes with the prior authorisation of Towergate Assistance reasonable additional accommodation and travelling/repatriation expenses (economy class) for one relative or friend to stay with **you** or travel to **you** from their **home** in the **United Kingdom** if **you** have to be accompanied on medical advice (limited to £1,500 in all for **trips** solely within the **United Kingdom**) or if **you** are a child and require an escort **home**.
3. In the event of death:
  - a) for conveyance of the body or ashes to **your home**.
  - b) local funeral expenses abroad limited to £1,000.
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**.
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. £15 for every complete 24 hours up to a maximum of £450 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) £150 in total for all **valuables**.

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

###### Subsection B – Delayed baggage

1. **We** will also pay **you** up to £75, for the emergency replacement of clothing, medication and toiletries if **your baggage** is temporarily lost in transit during the outward journey and not returned to **you** within 24 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 £200 if **your** own personal **money** is lost or stolen whilst being carried on **your** person or left in a locked hotel safe or safety deposit box. If **you** are aged under 16 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 £2,000,000 (including legal costs and expenses) against any amount you become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause that happened during the trip leading to claims made against you for accidental:

1. **Bodily injury**, death, illness or disease to any person who is not a member of your family or household or employed by you.
2. Loss of or damage to any property which does not belong to, is not in the charge of and is not in the control of you, any member of your family or household or anyone employed by you.
3. Damage to your temporary holiday accommodation that does not belong to you or any member of your family or household or an employee.

##### Special conditions relating to claims

1. You must give us written notice of any incident, which may result in a claim as soon as possible.
2. You must send us every court claim form, letter of claim or other document as soon as you receive it.
3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing.
4. We will be entitled to take over and carry out in your name the defence of any claims for compensation or damages or otherwise against any third party. We will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and you will give us all necessary information and assistance which we may require.
5. If you die, your legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

##### What is not covered

1. 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

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 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 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](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of

Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either **you** or **DAS**.

8. **DAS** may require **you** to get, at **your** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.
9. **You** must:
  - 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. a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### 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/)

#### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

#### 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.

#### EMERGENCY ASSISTANCE, REPATRIATION OR CHANGE IN TRAVEL PLANS

In the event of death, **bodily injury**, illness or disease resulting in any of the above, immediate contact must be made with:

**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.

#### 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 03450 744 838 (opening hours 9am - 5pm Monday to 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** Email: [towergatetravelclaims@directgroup.co.uk](mailto: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**.

#### 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** wilful act or caused with **your** agreement, knowledge or collusion.

Then

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

#### 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 Hillwood Drive, Hillwood 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](http://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](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**

#### 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.

#### TOWERGATE 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. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

#### Who are we?

Towergate Underwriting Group Limited (part of the Ardonagh Group of companies) is the Data Controller of the information **you** provide to **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.co.uk](mailto:DataProtection@ardonagh.co.uk) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. 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/>.

#### What information do we collect?

**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) which **we** need to offer and provide the service or product or deal with a claim.

**We** may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **you** with the product, service or for processing 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 explicit consent to process this information as the processing 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** the product or service requested.

#### 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.

**We** make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim or to discuss renewal of **your** insurance contract).

**We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them.

To ensure 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 to **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

Under data protection law **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**.

Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to be forgotten.

**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 that **you** are unhappy with.

Further details of **your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

#### 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](http://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.