

ARVONIA

**2016
ISSUE**

PREMIER HOLIDAY TRAVEL CERTIFICATE OF INSURANCE

DEMANDS AND NEEDS

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance policy. Subject to terms and conditions and maximum specified sums insured

IMPORTANT

This insurance policy will have been sold to **you** on a non-advised basis and it is therefore for **you** to read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of **your** requirements. If upon reading this policy **you** find it does not meet all of **your** requirements, please refer to the relevant statutory cancellation rights section.

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 licensed by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN-www.bafin.de) and approved by the Financial Conduct Authority to undertake insurance business in the UK

Towergate Chapman Stevens is part of the Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority.

YOUR POLICY

In return for having accepted **your** premium **we** will in the event of bodily injury, death, illness, disease, loss, theft, damage, legal liability or other events happening within the period shown above provide insurance in accordance with the operative sections of **your** policy. **Your** policy is evidence of the contract of insurance. Under **your** policy cancellation cover applies as soon as the premium has been paid and the policy is issued until the commencement of the travel date. The remaining cover applies for the duration of the booked **trip** to a maximum 70 consecutive days (or earlier return to the **United Kingdom**) and also includes the period of travel from **home** directly to the departure point and back **home** afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed due to an insured event, cover will be extended free of charge for the period of that delay.

SUMMARY OF COVER PER INSURED PERSON (please see overleaf for full details of cover and limitations for each insured person)

Section 1 – Cancellation	Section 2 – Travel Delay	Section 3 – Missed Departure	Section 4 – Personal Accident	Section 5 – Medical and Other Expenses	Section 6 – Medical Inconvenience Benefit	Section 7 – Personal Property	Section 8 – Loss of Passport	Section 9 – Personal Liability Expenses	Section 10 – Legal Costs and Expenses
Up to £3,000 within the UK, Channel Islands or Europe	Up to 1) £60 for delay 2) £3,000 for cancellation following delay	Up to £100 UK £500 for European/ Channel Islands	Up to £15,000	Up to £5,000,000	Up to £600	Up to £1,500 for personal baggage Up to £100 for delayed baggage Up to £250 for personal money	Up to £200	Up to £2,000,000	Up to £25,000
No excess	No excess	No excess	No excess	No excess	No excess	No excess	No excess	No excess	No excess

HEALTH CONDITIONS

You must be able to comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may refuse to deal with any relevant claim or reduce the amount of any relevant claim payment.

If **you** are travelling within the **United Kingdom**

You are not required to declare **your** medical conditions. However, **you** must be able to comply with the following:

- You** are not aware of any reason why the **trip** could be cancelled or cut short
- You** are not travelling
 - against the advice of a **medical practitioner**
 - for the purpose of obtaining medical treatment, or
 - if **you** have been given a terminal prognosis.
- You** are not receiving or awaiting treatment for any illness or injury as a hospital day case or inpatient as any claim arising from the illness or injury will not be covered.
- If **you** are on medication at the time of travel **your** medical condition must be stable and well controlled.

If **you** are travelling outside of the **United Kingdom**

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

- Has or has had a medical condition
- Is taking prescribed medication
- Has or has had any medical condition still requiring periodic review
- Is awaiting any tests, treatment, investigation, referral or the results of these.

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

PLEASE NOTE - **You** must also notify the Towergate Medical Line immediately of any changes in medical circumstances arising between the date the policy is issued and the time of departure for the **trip**. **You** may have to pay an additional premium to cover **your** medical conditions. This applies to all destinations outside the **United Kingdom**.

IMPORTANT NOTES

- The cover under this policy is only available to **UK residents** for travel to and from the **United Kingdom** and repatriation will be to the **United Kingdom** only.
- Cover is only available for the whole duration of a booked **trip** to a maximum 70 consecutive days, and cannot be effected once a journey has commenced.
- The amount deductible from a claim applies to each **insured person** involved in a claim, on each section of this policy as do the sums insured under each section.
- If **your money, valuables** or any items of **baggage**, are lost or stolen, **you** must notify the local police within 24 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- Stolen Property: You** are not covered for **baggage** or personal property stolen from:
 - 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
 - the passenger compartment of any unattended vehicle.
- This Policy contains the following General Exclusion;
YOU ARE NOT COVERED for anything caused directly or indirectly by **you** 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, by a consultant specialising in the relevant field, who must confirm in writing, at **your** cost, that you are fit enough to take this **trip**.

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

DEFINITIONS

Wherever the following words and phrases appear in this policy they will always have these meanings:-

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),

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.

Curtail/Curtailment Return early to the **United Kingdom** or hospitalisation whilst on holiday.

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

Immediate Relative Mother, father, sister, brother, wife, husband, fiancé(e), common-lawspouse (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.

Loss of Limb Physical, permanent and total loss of use at or above the wrist or ankle.

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, postal and money orders, travel tickets, lift passes (in respect of winter sports **trips** where the appropriate premium has been paid) held by **you** for social, domestic and pleasure purposes.

Permanent Total Disablement Disablement as a result of which there is no business or occupation which **you** are able to attend to and which having lasted for a period of 12 months is, at the end of that period, beyond hope of improvement.

Personal Accident Accidental bodily injury caused solely and directly by sudden, unexpected external violent and visible means.

Public Transport Any fare paying passenger on the following regular scheduled forms of transport: Train, coach, taxi, bus, aircraft, sea vessel and tram.

Redundancy Any person being declared redundant, who is under 65 years and under normal retiring age for someone holding that persons position, and 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.

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**.

UK 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.

United Kingdom England, Scotland, Wales, Northern Ireland and the Isles of Scilly.

Valuables Watches, furs, jewellery, photographic equipment, video equipment, camcorders and audio equipment including cassettes, CD's, DVD's mini discs, headphones and portable satellite navigation systems.

We/Our/Us – 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).

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.

EUROPEAN HEALTH INSURANCE CARD (EHIC)

If **you** are travelling within the European Union (EU), the European Economies Area (EEA) or Switzerland **you** should obtain a free European Health Insurance Card (EHIC). **You** can apply either online at 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.

GEOGRAPHICAL LIMITS

United Kingdom

Channel Islands and The Isle of Man

Europe includes Republic of Ireland and Countries in and bordering the Mediterranean, Madeira, Commonwealth of Independent States (west of the Ural Mountains) and the Canary Islands

SECTION 1 – CANCELLATION

YOU ARE COVERED

For up to £3,000 for **trips** to the **United Kingdom**, Channel Islands, Isle of Man, Europe for the unused proportion of any travel and accommodation costs or pre-paid non-refundable expenses (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid) which you have paid or legally have to pay if cancellation of **your trip** is

- unavoidable and
- due to an event which is beyond **your** control

SPECIAL CONDITION

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 been applied if a delay had not occurred.

YOU ARE NOT COVERED

- For 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**
- For anything arising directly or indirectly from:
 - your** disinclination to travel or financial reasons other than involuntary redundancy
 - bankruptcy or liquidation of any travel agent, tour operator 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.
- For anything mentioned in the General Exclusions on page 5. **You** should also refer to the HEALTH CONDITIONS on page 1.
- 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.

SECTION 2 – TRAVEL DELAY

This section does not apply to **trips** within the **United Kingdom** (other than Northern Ireland and the Isles of Scilly).

YOU ARE COVERED

- For a benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours delay thereafter up to a total payment of £60

or

- For up to the amount under the cancellation section of this policy if **you** abandon the **trip** after the first full 12 hours;

if **your** outward or return flights, sea crossing, coach/bus or Euro Tunnel departure to or from the **United Kingdom** are delayed for more than 12 hours beyond the intended departure time as specified on the travel ticket, as a result of:-

- strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause)
- adverse weather conditions
- mechanical breakdown or technical fault of the aircraft, coach/bus, Euro Tunnel or sea vessel

YOU ARE NOT COVERED

- If **you** do not 'check-in' for the flights, sea crossing, coach/bus or Euro Tunnel departure according to the itinerary supplied
- If **you** do not obtain written confirmation from the airline, shipping, coach/bus or Euro Tunnel company stating the period and the reason for the delay
- For any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach/bus, Euro Tunnel or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country
- For anything mentioned in the General Exclusions shown on page 5.

SECTION 3 – MISSED DEPARTURE

YOU ARE COVERED

For up to £100 in respect of **trips** to England, Scotland and Wales, £500 for **trips** to Europe, 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, if the car **you** are travelling in breaks down or is involved in an accident or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**.

YOU ARE NOT COVERED

- If sufficient time has not been allowed for **your** journey
- If **you** are not proceeding directly to the departure point
- For anything mentioned in the General Exclusions shown on page 5.

SECTION 4 – PERSONAL ACCIDENT

YOU ARE COVERED

For the following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your trip** which, at the end of 12 months of that accident, is the sole cause of **your** consequent death or disablement.

- Death - £15,000 (Reduced to £7,500 for persons aged 66 and over at the time of travel)
- Loss of one or more Limbs**, total and irrecoverable **loss of sight** in one or both eyes or **permanent total disablement** - £15,000

NOTE – If **you** are aged under 16 at the time of the accident the death benefit will be limited to £1,000 and the permanent total disablement benefit will not apply.

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

YOU ARE NOT COVERED

- 1) For any claims for death, loss or disablement caused directly or indirectly by an injury which existed prior to the commencement of the **trip**
- 2) For anything mentioned in the General Exclusions shown on page 5.

SECTION 5 – MEDICAL EXPENSES, MEDICAL EMERGENCY ASSISTANCE AND OTHER EXPENSES INCLUDING CURTAILMENT

This section includes assistance by Specialty Assistance Ltd who must be contacted immediately in the event of a serious injury, illness or if hospitalisation occurs or if repatriation has to be considered. Paragraph 1 does not apply to **trips** within the **United Kingdom**.

YOU ARE COVERED

Up to £5,000,000 incurred if during **your trip you** become ill or are injured:-

- 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) shall be limited to £350
- 2) For necessary additional accommodation and travelling/repatriation expenses (Economy Class), including those of one relative or friend if **you** have to be accompanied on medical advice (limited to £1,500 in all for **trips** in 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) For the cost of taxi fares and telephone calls necessarily incurred up to a maximum of £100
- 5) For the value of the portion of **your** travel and/or accommodation costs 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** are hospitalised as an in-patient during the **trip** or if **you** have to return to **your home** earlier than planned because of the death, severe injury or serious illness of **you**, an **immediate relative**, or a **close business associate** resident in the **United Kingdom**. Such proportionate value costs to be calculated for the dates of hospitalisation during the **trip** and/or from the date of return to the **United Kingdom**
- 6) For reasonable additional travelling expenses if **you** have to return to the **United Kingdom** earlier than planned due to death, severe injury or serious illness of an **immediate relative** or a **close business associate** resident in the **United Kingdom**. For **trips** within the **United Kingdom** additional travelling expenses are limited to £300 per **insured person**.

NOTES –

- 1) All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced
- 2) If **you** become ill or are injured **we** can send **you home** at any time during the **trip**. **We** will do this if the **medical practitioner** treating **you** and Specialty Assistance Ltd agree that you can safely travel **home** to continue treatment.

YOU ARE NOT COVERED

- 1) For any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement
- 2) For any claims that are not confirmed as medically necessary by the attending **medical practitioner** or Specialty Assistance Ltd and any additional travelling expenses not authorised by **us** or Specialty Assistance Ltd if **you** have to return **home** earlier than planned or be repatriated
- 3) For any expenses incurred for illness, injury or treatment required in consequence of:-
 - (a) surgery or medical treatment which in the opinion of the attending **medical practitioner** and Specialty Assistance Ltd can be reasonably delayed until **your** return to the **United Kingdom**
 - (b) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**
 - (c) any surgery, treatment or investigations for which you intend to travel outside of the **United Kingdom** to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures)
- 4) For preventative treatment which can be delayed until **your** return to the **United Kingdom**
- 5) If **you** have not obtained a written certificate of fitness and ability to travel and endure the **trip** where **you** are undergoing medical treatment as a hospital outpatient at the time of paying the final balance of **your trip**
- 6) For the cost of any non-emergency treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital
- 7) For any additional hospital costs arising from single or private room accommodation unless medically necessary
- 8) For treatment or services provided by a health spa, convalescent

home or any rehabilitation centre

- 9) For anything mentioned in the General Exclusions shown on page 5
- 10) 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.

SECTION 6 – MEDICAL INCONVENIENCE BENEFIT

YOU ARE COVERED

For a payment of £20 per 24 hours up to a maximum of £600, in addition to any additional accommodation and travelling/repatriation expenses incurred under Section 5 of this policy if **you** are admitted as an in-patient to a registered hospital and **we** pay a claim under Section 5 above. All payments will cease immediately if **you** are moved from the first hospital you were admitted to in **your** resort.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge

YOU ARE NOT COVERED

For anything mentioned in the General Exclusions shown on page 5.

SECTION 7 – PERSONAL PROPERTY

YOU ARE COVERED

A. PERSONAL BAGGAGE

For up to £1,500 after making proper allowance for wear and tear and depreciation, for the value or repair of **your own baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen damaged or destroyed: limited to £200 in respect of all **valuables**, limited to £200 in respect of a single article or a pair or set of articles (eg golf equipment).

NOTE – 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.

B. DELAYED BAGGAGE

For up to £100 towards the cost of buying replacement necessities if **your own baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (ie airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **we** pay **you** under B. (Delayed **Baggage**) will be deducted from **your baggage** claim if **your baggage** proves to be permanently lost.

C. PERSONAL MONEY

For up to £250 if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

NOTE – If **you** are aged under 16, claims under Personal **Money** are limited to £50 overall.

YOU ARE NOT COVERED

- 1) If **you** do not exercise reasonable care for the safety and supervision of **your** property
- 2) If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **baggage, valuables or money**
- 3) If **you** do not obtain a written carriers report if **your baggage** is lost or damaged in transit (or a Property Irregularity Report (PIR) in the case of an airline)
- 4) For loss, destruction, damage or theft;
 - (a) due to 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 **money** definition), vehicles or accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, portable telephones, computers and/or accessories, televisions, 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, glass or china
 - (c) due to wear and tear, denting or scratching, moth or vermin
 - (d) of valuables left as 'check-in' baggage
- 5) For mechanical breakdown or derangement; for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in
- 6) For **baggage** or personal property 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
- 7) For any shortages due to error, omission or depreciation in value
- 8) For any property more specifically insured or recoverable under any other source
- 9) For anything mentioned in the General Exclusions shown on page 5.

SECTION 8 – LOSS OF PASSPORT

YOU ARE COVERED

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

YOU ARE NOT COVERED

- 1) If **you** do not exercise reasonable care for the safety or supervision of

- your passport
- 2) If **you** do not obtain a written police report within 24 hours of the loss
- 3) For loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities
- 4) For anything mentioned in the General Exclusions shown on page 5.

SECTION 9 – PERSONAL LIABILITY

YOU ARE COVERED

For up to a maximum of £2,000,000 for **your** legal expenses and legal liability for damages, arising from an accident that happened during the **trip** leading to claims made against **you** for;

- 1) Accidental bodily injury to a person who is not a member of **your** family or household or employed by **you**
- 2) Loss 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.

YOU ARE NOT COVERED

- 1) For fines imposed by a Court of Law or other relevant bodies
- 2) For 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) For anything mentioned in the General Exclusions shown on page 5.

NOTE – If you are using a mechanical/motorised vehicle, make sure that you are adequately insured for third party cover as you are not covered under this insurance

SECTION 10 – LEGAL COSTS AND EXPENSES

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

Special definitions relating to this section

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

Costs and Expenses

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

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

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

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

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

Standard Terms of Appointment: the terms and conditions (including the amount **we** will pay to **your appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

What is covered

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

What is not covered

Exclusions applying to this section

We will not pay for the following:

- 1) A claim where at any point, **we** or the **appointed representative** assess that there are not **reasonable prospects** of success.
- 2) Any legal proceedings not dealt with by a court of law or by another body agreed by **us**.
- 3) A claim where **you** have failed to notify **us** of the **insured incident** within a reasonable time of it occurring and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider that **our** position has been prejudiced.
- 4) An **insured incident** arising before the start, or after the end of an insured **trip**.

- 5) **Costs and expenses** incurred before **our** written acceptance of a claim.
- 6) In the event that **you** decide not to use the services of a **preferred law firm**, any **costs and expenses** in excess of those which **we** would have incurred had **you** done so under **our standard terms of appointment**.
- 7) Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
- 8) Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **your** physical bodily injury.
- 9) Defending **your** legal rights (**we** will however, cover defending a counter-claim).
- 10) Any claim relating to clinical negligence.
- 11) Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- 12) Any legal action which **you** take that which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
- 13) A dispute with **us** which is not otherwise dealt with under Additional condition 7.
- 14) **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 15) Any **costs and expenses** which are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
- 16) A claim against **us**, **our** agent, tour operator or travel agent.
- 17) Any claim where **you** are not represented by a law firm or barrister.

Additional conditions applying to this section

- 1) a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as the **appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as **your appointed representative**.
 - c) If **you** choose a law firm as the **appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our standard terms of appointment**.
 - d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2) a) **You** must co-operate fully with **us** and with the **appointed representative**.
 - b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.
- 3) a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
 - b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
 - d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
- 4) a) **You** must instruct the **appointed representative** to have costs and expenses taxed, assessed or audited if **we** ask for this.
 - b) **You** must take every step to recover **costs and expenses** and court attendance that **we** have to pay and must pay **us** any amounts that are recovered.
- 5) If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to the appointment of another **appointed representative**.
- 6) If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.
- 7) In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
- 8) For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.
- 9) If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement

over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

- 10) **We** may require **you** to obtain, at **your** expense, an opinion on the merits of the claim or proceedings or on a legal principle from a legal expert. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 11) **You** must:
 - a) keep to the terms and conditions of this section
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything **we** ask for, in writing.
 - e) report to **us** full and factual details of any claim as soon as possible.
 - f) give **us** any information **we** need.
- 12) **We** will, at **our** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
 - a) a claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b) a false declaration or statement is made in support of a claim.
- 13) If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
- 14) In the event of **your** death as a result of an **insured incident** the benefits of this cover will attach to **your** personal representative (next of kin).
- 15) This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
- 16) Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) act 1999 does not apply to this section in relation to any third-party rights of interest.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority | Das Legal Expenses Insurance Company Limited | Head and registered office | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH | Website: www.das.co.uk | Registered in England and Wales | Company Number 103274 | Das Law Limited is authorised and regulated by the Solicitors Regulation Authority | DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited | Das Law Limited | Head and registered office | North Quay | Temple Back | Bristol | BS1 6FL | Website: www.daslaw.co.uk | Registered in England and Wales | Company number 5417859.

Eurolaw Legal Advice

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

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

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

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

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

GENERAL EXCLUSIONS

YOU ARE NOT COVERED

For anything caused directly or indirectly by:

- 1) **Your** suicide, deliberately injuring **yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk, (unless **you** are trying to save someone's life)
- 2) **Your** 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**
- 3) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
- 4) **You** participating in professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, dangerous pursuits
- 5) Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft
- 6) Bankruptcy/liquidation of any tour operator, travel agent or transportaion company

- 7) 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 or illness.
- 8) War, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event
- 9) 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
- 10) No winter sports cover unless appropriate premium paid.
- 11) **You** travelling on motorcycles over 125cc
- 12) **You** mountaineering or rock climbing using picks, ropes or guides or pot-holing
- 13) **Your** manual work or hazardous occupation of any kind
- 14) **You** taking part in dangerous expeditions or the crewing of a vessel outside European waters
- 15) Any payment which you would normally have made during your travels, if nothing had gone wrong
- 16) **Your** participation in off-piste skiing except whilst under the supervision of a qualified guide/instructor
- 17) **Your** participation in ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events
- 18) **Your** participation in any illegal act.
- 19) Your travel to a country or specific area or event to which the travel advice unit of the Foreign & Commonwealth or World Health Organisation has advised the public not to travel. www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may at **our** option cancel the policy or refuse to deal with **your** claim.

- 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) **You** must take all reasonable steps to recover any lost or stolen articles
- 5) **You** must not act in a fraudulent manner. If **you** or anyone acting for **you**
 - (a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
 - (b) make a statement in support of a claim knowing the statement to be false in any respect or
 - (c) submit a document in support of a claim knowing the document to be forged or false in any respect or
 - (d) make a claim in respect of any loss or damage caused by **your** wilful act or with your connivance

Then

- (a) **we** shall not pay the claim
 - (b) **we** shall not pay any other claim which has been or will be made under the policy
 - (c) **we** may at **our** option declare the policy void
 - (d) **we** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date.
 - (e) **we** shall not make any return of premium.
 - (f) **we** may inform the police of the circumstances.
- 6) **We** accept as evidence of cover the confirmation of booking issued to you by the tour operator showing that the premium has been paid
 - 7) **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
 - 8) **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
 - 9) **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
 - 10) 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.
 - 11) **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.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

SPECIALTY ASSISTANCE LTD

Telephone: +44 (0) 20 7902 7405 Fax: +44 (0) 20 7928 4748

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

COMPLAINTS PROCEDURE

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

WHEN YOU CONTACT US

Please give **us your** name and a contact telephone number. Please quote **your** policy and/or claim number, and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint.

INITIATING YOUR COMPLAINT

Any enquiry or complaint **you** have regarding **your** policy or a claim notified under **your** policy, may be addressed to:

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

If **you** wish to complain under the Legal Costs and Expenses section, please forward details of **your** complaint to:

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

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**

This procedure will not affect **your** rights in law.

HOW TO MAKE A CLAIM

If **you** need to make a claim please contact Towergate Chapman Stevens claims department on 01932 344300 (opening hours 9am - 5pm Monday - Friday excluding weekends or bank holidays) and ask for a claims form or write to:

**Towergate Chapman Stevens
Claims Department
PO Box 417
West Byfleet
KT14 7XQ**

In respect of Legal Costs and Expenses 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 form and send it to us as soon as possible with all the information and documents required. It is essential that you provided us with as much detail as possible to enable us to handle your claim promptly and efficiently. Please keep copies of all the documentation you send to us.

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

FOR ALL CLAIMS

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

CANCELLATION

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

MEDICAL AND OTHER EXPENSES

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

IF YOUR PASSPORT IS LOST OR STOLEN

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

PERSONAL PROPERTY

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

DELAYED BAGGAGE

- Obtain a Property Irregularity Report (PIR) from the airline or other carrier.
- Provide original receipts for the essential replacement items purchased.

TRAVEL DELAY

- Written confirmation from the airline, rail company or shipping line or their handling agent of the scheduled and actual time of departure and the reason for delay.

MISSED DEPARTURE

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

PERSONAL ACCIDENT

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

PERSONAL LIABILITY

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

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.