

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 Option To Cancel section.

THIS IS YOUR INSURANCE DOCUMENT - PLEASE READ IT CAREFULLY

This policy is underwritten by ERV. ERV is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G and trades in the UK as ETI-International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN – www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

This document contains details of the cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled. It is validated by the issue of a Booking Confirmation/Invoice issued by the Travel Company named below stating details of the **Insured Persons**, the **Period of Insurance**, the travel details and the premium paid

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 of Insurance** provide insurance in accordance with the operative sections of **Your** policy

Valid only in respect of travel & other arrangements specifically booked through the Travel Company named in this document in respect of certificates issued 1/1/14 - 31/12/14



THIS IS YOUR INSURANCE DOCUMENT No:

CIT/14

Please keep it safely

Health Conditions: This insurance contains Health Conditions so **You** should inform Towergate Chase Parkinson of any medical conditions that may affect the Underwriters acceptance of **Your** cover. Please therefore telephone Towergate Chase Parkinson on 0844 892 1698 to inform them if anyone to be covered by this policy or any person upon whose health the **Trip** depends: (a) Has an existing or on-going medical condition (b) Is taking any prescribed medication (c) Has or has had any condition still requiring periodic review (d) Is awaiting any tests, treatment, investigation, referral or results of these. Additional terms may apply. Failure to notify them may cause **Your** circumstances to fall within a policy exclusion.

SUMMARY OF COVER

	SUM INSURED
Cancellation	-
Medical Expenses	}
Repatriation	
Curtailment	-
Luggage & Personal Money	-
Luggage Delay	-
Personal Liability	-
Personal Accident	-
Delayed Departure	-
Missed Departure	-
Legal Costs & Expenses	-

FULL DETAILS OF THE COVER IS SHOWN OVERLEAF

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.

We reserve the right to cancel the policy by providing 21 days notice by registered post to **Your** last known address. No refund of premium 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.

Period of Cover: In respect of Cancellation Cover from the date of premium receipt until leaving **Home** on the date of travel. In respect of all other parts of Cover from the commencement of travel date from the United Kingdom until return to the United Kingdom but not exceeding the **Period of Insurance**. In respect of one-way journeys cover will cease 24 hours after arrival at the final destination. In the event of the period of the **Trip** being extended due to illness or injury of **You** or **Your** travelling companion this insurance is automatically extended until, at **Our** option, the person concerned is either fit to return to the United Kingdom or until they have arrived **Home** or been admitted into medical care in the United Kingdom. In the event that **We** exercise **Our** right under the conditions applying to the medical expenses and repatriation expenses and curtailment sections of the policy to repatriate **You** and that **You** then refuse to be repatriated, all cover under this policy will cease from the time when the repatriation could have been arranged to take place.

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.

Claims

must be notified immediately in writing to

TOWERGATE CHASE PARKINSON

P.O. Box 416, West Byfleet, Surrey, KT14 7YE

Tel: 0844 892 1697 Fax: 0844 892 1699

eMail: chaseparkinson@towergate.co.uk

In respect of Legal Costs and Expenses please contact DAS Legal Expenses Insurance Co. Ltd, DAS House, Quayside, Temple Back, Bristol BS1 6NH
Tel: +44 (0)117 934 2000 Fax: +44 (0)117 934 2109

In the event of a claim both this document and the Booking Confirmation/Invoice must be produced.

DEFINITIONS

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.)

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

Period of Insurance – From the date of departure to the date of return as shown on the Travel Company Booking Confirmation/Invoice other than for cancellation which applies from the date of booking and terminates on the date of departure as shown on the Booking Confirmation/Invoice.

Trip – Any holiday, business or pleasure trip or journey made by **You** which begins and ends in the United Kingdom during the **Period of Insurance**.

Home – **Your** normal place of residence in the United Kingdom, Channel Islands or Isle of Man.

Business Associate – Any person whose absence from the business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

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

Close Relative – Husband, wife, parent, parent-in-law, child, son-in-law, daughter-in-law, grandchild, brother, sister, fiancé(e) or partner.

Valuables – Jewellery, furs, watches, articles made of or containing precious metals or stones, sports or leisure equipment, musical instruments, binoculars, electronic games, audio, video, photographic or computer equipment, portable satellite navigation systems including any ancillary equipment or accessories all owned by **You**.

CANCELLATION

We will pay **You** up to the Sum Insured in respect of loss of deposits or cancellation charges levied for pre-booked transport and accommodation in the event of cancellation of the entire **Trip** prior to its commencement as a result of travel being prevented by:-

- 1) Death, injury or illness as certified by a **Medical Practitioner**, summons for jury service or as a compulsory witness in a court of law (other than in the line of duty) to be undertaken during the **Period of Insurance**, compulsory redundancy qualifying for payment under the current Redundancy Legislation and notified after the date of purchasing the Insurance, of (a) **You** (b) a person with whom **You** had arranged to travel (c) a **Close Relative of You** (d) a **Business Associate of You** upon whom **Your** business in the United Kingdom depends (e) **Your** host or a member of their family residing with them.
- 2) A complication of **Your** pregnancy or the duration of such pregnancy exceeding 30 weeks on the date of departure from the United Kingdom.
- 3) Unavoidable delay exceeding 12 hours at the final point of departure from the United Kingdom as a result of failure or disruption of the pre-booked public transport service in which **You** were due to depart from the United Kingdom, where no alternative form of transport is offered.

Exclusions

(i) The first £50 (increased to £75 for persons aged 70 years and over) (£15 for loss of deposits) of each and every claim per event for each **Insured Person** claimed for under this section. (ii) Any claim arising from a medical condition existing prior to the payment of the insurance premium or from a recurrent condition for which the sick person whose medical condition causes cancellation, whether they are booked to travel on the holiday or not, has or has had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing, unless **We** have agreed in writing, to cover **You** (iii) Any claim arising from a medical condition existing prior to the payment of the insurance premium or from any recurrent condition where a **Medical Practitioner** would have advised the persons travelling not to travel. (iv) Any additional charges incurred as a result of any delay in the **Insured Person** cancelling the booked arrangements. (v) 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.

MEDICAL EXPENSES

We will pay **You** up to the Sum Insured following illness or injury of **You** occurring during the **Period of Insurance** by reimbursement of necessary receipted costs in respect of emergency medical, surgical or hospital treatment, drugs or appliances, all provided or prescribed by a **Medical Practitioner** and given and incurred during the **Trip** together with the receipted travelling costs incurred in order to obtain such treatment.

Exclusions and Conditions:- below

REPATRIATION EXPENSES

We will pay **You** up to the Sum Insured

- 1) Following illness or injury of **You** or of the person travelling with **You** or following death, injury or illness of either **Your Close Relative** or a **Business Associate of You** upon whom **Your** business in the United Kingdom depends (i) receipted costs, necessarily incurred, in respect of repatriation to the United Kingdom or repatriation **Home** in the United Kingdom if holidaying in the United Kingdom (ii) additional costs, necessarily incurred, of accommodation and subsequent repatriation if the **Trip** is extended.
- 2) Following the death of **You** during the **Period of Insurance** (i) all costs in respect of repatriation of **You** to the United Kingdom undertaker specified by next of kin or (ii) the reasonable cost of burial or cremation in the country where death occurs excepting United Kingdom but not exceeding the cost of repatriation to the United Kingdom.

Exclusions and Conditions:- below

CURTAILMENT

Following **Us** accepting a claim within the Repatriation Expenses section of this policy **We** will reimburse a pro-rata amount of **Your** pre-paid travel and accommodation costs following curtailment by early return to the United Kingdom or by attendance at a hospital abroad as an inpatient but not exceeding the Sum Insured.

Exclusions applying to Medical Expenses, Repatriation Expenses and Curtailment

(i) The first £50 (increased to £75 for persons aged 70 years and over) of each and every

claim per event for each **Insured Person** claimed for under this section (ii) Medical conditions existing prior to the payment of the insurance premium or any consequence thereof in respect of which a **Medical Practitioner** would advise against travel or that treatment may be required during the duration of the **Trip** (iii) (a) Manipulative treatment (b) Alternative medicine (iv) Medical conditions existing prior to payment of the insurance premium in respect of which the sick or injured person has or has had symptoms which are awaiting or receiving treatment, investigation, tests, referral or the results of these unless **We** have agreed in writing, to cover **You** (v) The cost of replenishing supplies (vi) 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) (vii) (a) Any costs incurred in respect of treatment that can reasonably wait until **You** have returned to the United Kingdom (b) Cover only applies for emergency treatment necessary in respect of illness or injury occurring during the **Trip** and does not cover costs in respect of treatment of any underlying or related medical condition (viii) All claims following **You** acting against medical advice (ix) Any expenses incurred more than 12 months after the date of the illness or injury occurring (x) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider. (xi) Any condition related to exposure to the sun (xii) Dental Treatment (xiii) 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.

Conditions applying to Medical Expenses and Repatriation Expenses and Curtailment

- 1) In the event of death, or in the event of injury or illness likely to result in hospitalisation, repatriation, or any alteration in travel plans then immediate advice must be given to the Medical Assistance Service as specified in this policy and **We** will only pay for expenses agreed by them.
- 2) **You** shall take all reasonable action to obtain medical treatment within any existing reciprocal health care agreement and recover any refunds within that agreement to which they may be entitled. Furthermore **You** (and/or **Your** legal representative) hereby authorise the release of any medical information as may be required to **Our** medical advisors.
- 3) Any costs reasonably incurred by the Medical Assistance Service on behalf of **You** and for the benefit of **You** in any emergency situation shall not be regarded as **Our** acceptance of the claim.
- 4) Any refunds in respect of pre-paid un-used travel or accommodation shall belong to **Us**.
- 5) **We** reserve the right to repatriate **You** to the United Kingdom when in the opinion of the **Medical Practitioner** in attendance and **Our** medical advisers **You** are fit to travel.

LUGGAGE and PERSONAL MONEY

We will pay **You** up to the Sum Insured following accidental loss of or damage to luggage and personal effects, cash, travel tickets all being owned and taken on the **Trip**, or purchased during the **Trip**, by **You**.

Conditions

1. **You** shall (a) take all reasonable care for the supervision of the property (b) immediately report all loss of or damage to property to either the police or other relevant authority and obtain from them a written report in substantiation of the claim. All necessary action to recover the property should be undertaken. (c) produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100. (d) Retain all damaged items.
2. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **We** may at **Our** option replace, reinstate or repair the lost or damaged items.

Exclusions applying to Luggage and Personal Money

(i) The first £50 of each and every claim per event for each **Insured Person** claimed for under this section (ii) Liability in excess of £200 in respect of personal money (iii) Liability in excess of £200 in respect of **Valuables** (iv) Liability in excess of £200 in respect of any one article or set of articles (including disc collections) (v) Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit (vi) Telecommunications and motor vehicle related equipment and accessories (vii) Loss or damage to:- (a) Spectacles, sunglasses, dentures, or hearing aids, dental or medical fittings (b) Sports equipment and protective clothing (viii) Loss or damage in the custody of an airline or other carrier recoverable from such carrier (ix) Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

LUGGAGE DELAY

If **Your** entire luggage is temporarily lost or delayed in transit on the outward journey from the United Kingdom and not returned to **You** within 24 hours of the discovery of same **We** will pay **You** up to the Sum Insured with a payment up to £50 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**.

PERSONAL LIABILITY

We will pay **You** up to the Sum Insured (inclusive of legal costs and expenses) against all sums **You** become legally liable to pay as damages for any claim or series of claims arising from any one event or source or original cause (a) Accidental bodily injury to or death or illness of any person (b) Accidental loss of or damage to material property, occurring during the **Period of Insurance**.

Exclusions

(i) The ownership, possession or use of any aircraft, watercraft or mechanically propelled vehicle (ii) Loss of or damage to property belonging to or in the custody or control of **You** or any member of **Your** family or household including the ownership, possession or use of any building or land (iii) Any wilful or malicious act (iv) The pursuit of any trade business or profession (v) Bodily injury death or illness of **You** or any member of **Your** family (vi) Liability assumed under agreement (such as a hire agreement) unless such liability would have attached notwithstanding any such agreement.

PERSONAL ACCIDENT

In the event of **You** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in **Your** death or disablement within twelve calendar months of the bodily injury, **We** will pay to **You** or in the event of death to **Your** legal personal representative the following percentage of the Sum Insured.

Table of Compensation

(a) Death, loss of one or more limbs or one or both eyes – 50% (b) Permanent total disablement – 100%

Definitions

Loss of Limb: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg. Loss of sight: total or irrecoverable loss of sight which shall be considered as having occurred: a) in both eyes if **You** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist and b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. Permanent total disablement: bodily injury other than above which totally incapacitates **You** from engaging in or attending to any occupation for at least twelve calendar months from the date of the injury and at the end of that time rendering **You** beyond hope of improvement. Provided that: (i) the benefit payable under (a) above is reduced to £1,000 if **You** are under the age of 16 or over the age of 65 at the time of death or if death occurs as a result of ownership, possession or use of any mechanically propelled vehicle (ii) the total compensation in respect of each **Insured Person** shall not exceed the Sum Insured.

DELAYED DEPARTURE

In the event of the departure of the initial outward journey from the United Kingdom or the departure of the final return journey to the United Kingdom (excluding stopovers where **You** were scheduled to remain officially in transit) being delayed in excess of 12 hours due to failure or disruption of such pre-booked public transport **We** will compensate **You** with a payment of £20 after the first full 12 hours of delay and £10 for each subsequent full 12 hours of delay up to the Sum Insured.

MISSED DEPARTURE

In the event of the **Insured Person** unavoidably missing the pre-booked departure of the outward journey from the United Kingdom or the final return journey to the United Kingdom due to failure or disruption of pre-booked connecting public transport to reimburse the **Insured Person** up to the Sum Insured in respect of the cost of additional travelling expenses incurred if the **Insured Person** is unable to reasonably reorganise the travel plans and is as a result stranded at such final departure point.

LEGAL COSTS AND EXPENSES

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

Words with special meanings applicable 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 during an insured Journey 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

- 1) 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 Journey**.
- 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 section 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) All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

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** records 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

We shall not be liable in respect of the following:-

- Any claim (a) sustained whilst suffering from alcoholism or drug addiction (b) attributable to the influence of alcohol or drugs not prescribed by a qualified **Medical Practitioner** (c) due to or arising out of (i) stress, anxiety or depressive conditions, suicide or attempt thereof, psychiatric illness, terminal illness, any deliberate exposure to danger, a criminal act (ii) engaging in winter sports (unless appropriate premium paid), mountaineering or rock climbing involving the use of ropes or guides, pot holing, racing, or any other hazardous pursuits (iii) flying other than as a passenger in a fully licensed aircraft.
- Any circumstances manifesting themselves subsequent to the date of booking the **Trip** but prior to the date of issue of the insurance.
- Any costs or expenses which are recoverable from any other source.
- Any liability, howsoever arising, resultant from (i) the use of either faulty or inferior property or property not fulfilling its purpose (ii) the lack of provision of any service or the provision of such service not being of an appropriate standard (iii) withdrawal from service (temporary or otherwise) of a coach, an aircraft or sea vessel on the recommendation of a Port Authority, Civil Aviation Authority or of any similar body.
- Any liability resulting either directly or indirectly from any supplier of travel or associated services ceasing to trade.
- Any consequence of war, invasion, act of foreign enemy, act of terrorism, hostilities whether war be declared or not, civil war, riot, civil commotion or workers or other persons taking part in a labour dispute, rebellion, insurrection, military or usurped power.
- Loss, destruction or damage to any property, legal liability, injury, expense or indemnity of whatsoever nature arising directly or indirectly from or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or waste or any nuclear component of whatsoever nature.
- 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, cost incurred in preparing a claim or loss of earning following injury or illness.
- Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

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 or reduce the amount of any claim payment.

- The insurance premium is not refundable under any circumstances other than during the period as defined in the paragraph headed 'Statutory Cancellation Rights' on page one.
- Cover for children aged under 2 is limited to Cancellation, Medical and Repatriation expenses only.
- This policy does not cover any person who is not normally resident in the United Kingdom.
- You** shall take all reasonable precautions to avoid injury loss or damage.
- 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 Personal Accident).
- (i) (a) The travel company named in this document is not a servant or agent or employee of **Us** (b) **You** shall at the time of effecting this insurance disclose to Towergate Chase Parkinson directly any facts that could affect **Our** decision to provide insurance to **You** (ii) if, after the payment of the premium and the issue of cover, but before commencement of travel, **You** or any other person upon whose health the **Trip** is dependant shall suffer from any medical condition which may affect the travel plans or may require medical intervention during the **Period of Insurance**

then such condition shall be disclosed to Towergate Chase Parkinson immediately.

- On the happening of any event which may give rise to a claim **You** shall (a) give immediate written notice but in any event within 28 days of the date of the occurrence to Towergate Chase Parkinson (b) furnish at **Your** expense such reports information and proof as may reasonably be required.
- You** are not at the time of effecting this insurance aware of any circumstances which are likely to result in a claim under this policy.
- All liability shall cease upon **Your** return to the United Kingdom or upon **Your** admission into medical care in the United Kingdom whichever shall be the sooner.
- You** and **We** are free to choose the law 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.
- We** shall be entitled at **Our** own expense to take any proceedings **We** consider reasonable in name to recover any payment made under this policy and any amount so recovered shall belong to **Us**.
- You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
 - Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
 - Make a statement in support of a claim knowing the statement to be false in any respect; or
 - Submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

Then

- We** shall not pay the claim.
- We** shall not pay any other claim which has been or will be made under the policy.
- We** may at **Our** option declare the policy void.
- We** shall be entitled to recover from **You** the amount of any claim already paid under the policy.
- We** shall not make any return of premium.
- We** may inform the Police of the circumstances.

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 Chase Parkinson, P.O. Box 416, West Byfleet, Surrey KT14 7YE.**

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 Ltd. 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 (FOS).

The FOS 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 Ombudsman can be contacted at: **Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: (0845) 080 1800 Fax: (020) 7964 1001.**

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

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Towergate Chase Parkinson 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

Towergate Chase Parkinson is a trading name of the Towergate Underwriting Group Ltd which is authorised and regulated by the Financial Conduct Authority

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 Chase Parkinson: Registered in England No. 4043759
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