

CERTIFICATE OF INSURANCE

**2012
ISSUE**

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 policy is underwritten by ETI-International Travel Protection, the UK branch of Europäische Reiseversicherung A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939
ETI is licensed by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN-www.bafin.de) and approved by the Financial Services 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 Services 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 for an insured reason, 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 £1,500	Up to 1) £60 for delay 2) £1,500 for cancellation following delay	Up to £100 UK £300 for European/ Channel Islands	Up to £15,000	Up to £2,000,000	Up to £450 outside the UK and up to £100 within the UK	Up to £1,500 for personal baggage Up to £100 for delayed baggage Up to £200 for personal money	Up to £200	Up to £2,000,000	Up to £10,000
See overleaf for details of excesses	1) No excess 2) see overleaf for details of excesses	No excess	No excess	See overleaf for details of excesses	No excess	See overleaf for details of excesses	No excess	No excess	No excess

HEALTH CONDITIONS Applying to travel to all destinations

It is a condition that at the time of taking out this policy and between that time and **your** departure **you** must comply with each of the following:

- 1) **you** are not aware of any reason why the trip should be cancelled or cut short.
- 2) **you** are not travelling,
 - (a) against the advice of a **medical practitioner**
 - (b) for the purpose of obtaining medical treatment, or
 - (c) if **you** have been given a terminal prognosis
- 3) **you** are not receiving or awaiting treatment for any illness or injury as a hospital day case or in-patient as any claim arising from the illness or injury will not be covered.
- 4) if **you** are on medication at the time of travel **your** medical condition must be stable/well controlled.

In addition if you are travelling outside England, Scotland, Wales and Northern Ireland, the following additional conditions will apply:

You must notify the issuer of this policy immediately of any of the conditions listed below arising between the date the policy is issued and the time of departure for the trip. **We** must be informed of any fact which is likely to influence **us** in the acceptance, assessment or continuance of this insurance. (Additional terms may apply) Failure to do so may invalidate this insurance, leaving **you** with no right to make a claim.

- 1) if **you** have received medical treatment as a hospital day case, in-patient or out-patient, during the six months prior to the booking of the trip, **you** must obtain medical advice from a **medical practitioner** at **your** cost confirming that **you** will be fit enough to take the trip.
- 2) if **you** are undergoing medical treatment as a hospital out-patient at the date the final balance of the trip is due to be paid, a certificate of fitness confirming **your** ability to travel must be obtained by **you** at **your** cost.

IMPORTANT NOTES

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) **Stolen Property: You** are not covered for **baggage** or personal property stolen from;
 - (a) an unattended coach/bus unless it was locked in the luggage compartment of the coach/bus and evidence of force or violent entry to the vehicle is available, or
 - (b) the passenger compartment of any unattended vehicle.
- 6) This Policy contains the following General Exclusion;
YOU ARE NOT COVERED for anything caused directly or indirectly by **you** suffering from stress, anxiety or depression unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field.

OPTION TO CANCEL

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.

PLEASE REFER TO PAGE 5 OF THIS POLICY FOR GENERAL EXCLUSIONS, AND 'MEDICAL EMERGENCY SERVICE' AND PAGE 6 FOR '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, fiancée, 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

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 and Sea Vessel

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

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 (in the Legal Costs & Expenses Section **We, Our, Us** refers to DAS Legal Expenses Insurance Company Limited.)

You/Your Each insured person.

EUROPEAN HEALTH INSURANCE CARD (EHIC)

If **you** are travelling within the European Union (EU), **you** are strongly advised to obtain a free European Health Insurance Card (EHIC) You can apply by telephoning **0845 606 2030** online via www.ehic.org.uk or by obtaining an application form from the Post Office.

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 £1,500 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 nonrefundable 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

EXCESS – The first £50 (£15 for loss of deposits) will be deducted for each and every incident per insured person involved in the incident.

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 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 Scilly Isles).

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

EXCESS – The first £50 will be deducted for each and every incident per insured person involved in the incident under benefit 2) of this section.

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, £300 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.

- 1) Death - £15,000 (Reduced to £7,500 for persons aged 66 and over at the time of travel)
- 2) **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 £2,000,000 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.

EXCESS –

- 1) The first £50 will be deducted for each and every incident per insured person involved in the incident under paragraphs 1), 2), 3), 4) and 5) of this section:
- 2) The first £12.50 will be deducted for each and every incident per insured person involved in the incident under paragraph 6) of this section.

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**

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

- 1) In respect of trips outside the **United Kingdom** for a payment of £15 per 24 hours up to a maximum of £450, in addition to any medical expenses incurred under Section 5 of this Policy if **you** are admitted as an in-patient to a registered hospital outside the **United Kingdom** and **we** pay a claim under Section 5 above

or

- 2) In respect of trips within the **United Kingdom** for a payment of £10 per 24 hours up to a maximum of £100, 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 £200 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.

EXCESS

The first £50 of each and every incident per insured person involved in the incident (not applicable to B. above)

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 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 EXPENSES

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 of the policy sets out the cover **We** provide, per **Trip**, per **Insured Person**, up to the sum insured in relation to legal costs and expenses. DAS Legal Expenses Insurance Co. Ltd. manages and controls claims under this policy section.

Additional DEFINITIONS applying to this section

Date of Occurrence: The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the **date of occurrence** is the date of the first of these events.

Legal Costs: All reasonable and necessary costs charged by the **representative** on a standard basis. Also the costs incurred by opponents in civil cases if the **Insured Person** has to pay them, or pay them with the agreement of DAS.

Representative: The lawyer, or other suitably qualified person, who has been appointed to act for the **Insured Person** under condition (f) of this section.

BODILY INJURY, ILLNESS AND DEATH

We agree to provide the insurance in this section as long as any legal proceedings will be dealt with by a court or other body which DAS agrees to; and the date of occurrence of the insured incident happens during the **Period of Insurance**; and it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.

We will cover reasonable legal and travel expenses necessarily incurred in pursuit of a claim for damages or compensation arising from the: Bodily Injury, Illness, death of an **Insured Person** occurring outside the **United Kingdom** and the **Channel Islands**.

We will negotiate for the **Insured Person's** legal rights after an event which causes the death of, or Bodily Injury to the **Insured Person**. **We** will not pay legal expenses to bring proceedings to more than one country in respect of the same event.

For all insured incidents **We** will help in appealing or defending an appeal as long as the **Insured Person** informs **Us** within the time limits allowed that they want to appeal. Before **We** pay the legal costs and expenses for appeals, **We** must agree that it is always more likely than not that the appeal will be successful.

YOU ARE COVERED:

1. Up to the sum insured for **You** for **Legal Costs** and expenses, directly related to the legal action including the **Legal Costs** and expenses of an appointed lawyer. The maximum amount **We** will pay for all claims resulting from one or more **Insurance Events** arising at the same time or from the same cause is £25,000. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Exclusions

We shall not be liable for:

1. any claim reported to **us** more than 180 days after the date the **Insured Person** should have known about the insured incident;
2. any **legal costs** that are incurred before **We** agreed to pay them;
3. any claim against an insurer or insurer's agent;
4. any disagreement with **ETI** or **DAS** that is not in the Additional Condition applying to this section;
5. any claim relating to any illness which develops gradually or is not caused by a specific or sudden accident;
6. any claim relating to the following:
 - (a) a contract regarding the **Insured Person's** profession, business or employment;
 - (b) a lease or a licence or tenancy of land or buildings;
 - (c) construction work on any land, or designing, converting or extending any building;
 - (d) a contract involving a motor vehicle, except for car hire;
 - (e) the settlement payable under an insurance policy;
7. an application for Judicial Review;
8. written or verbal remarks which damage the **Insured Person's** reputation;
9. fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority;
10. defending the **Insured Person's** legal right's;
11. any legal action the **Insured Person** takes which **We** or the **representative** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **representative**;
12. any **legal costs** and expenses that are incurred where **We** agree a contingency fee arrangement with the **representative**.

Additional conditions applying to Legal Costs and Expenses

- (a) (i) **We** can take over the conduct, in the **Insured Person's** name, any claim or legal proceedings at any time before an **representative** is appointed. **We** can negotiate any claim on the **Insured Person's** behalf. (ii) If **We** agree to start legal proceedings, or if there is a conflict of interest, the **Insured Person** can choose an **representative** by sending **Us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of **representative**, another lawyer can be appointed to decide the matter (see Condition (f) below). (iii) Before the **Insured Person** chooses a lawyer, **We** can appoint a **representative**. (iv) A **representative** will be appointed by **Us** and represent the **Insured Person** according to **Our** standard terms of appointment. The **representative** must co-operate fully with **Us** at all times. (v) **We** will have direct contact with the **representative**. (vi) The **Insured Person** must co-operate fully with **Us** and the **representative** and must keep **Us** up-to-date with the progress of the claim. (vii) The **Insured Person** must give the **representative** any instructions that **We** ask for.
- (b) (i) The **Insured Person** must tell **Us** if anyone offers to settle the claim. (ii) If the **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **legal costs** and expenses. (iii) The **Insured Person** must not negotiate or agree to settle a claim without **Our** approval. (iv) **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is

claiming or is being claimed against them instead of starting or continuing legal proceedings.

- (c) (i) If **We** ask, the **Insured Person** must tell the **representative** to have **legal costs** and expenses taxed, assessed or audited. (ii) The **Insured Person** must take every step to recover **legal costs** and expenses that **We** have to pay and must pay **Us** any **legal costs** and expenses that are recovered.
- (d) If a **representative** refuses to continue acting for the **Insured Person** with good reason or if the **Insured Person** dismisses a **representative**, the cover **We** provide will end at once, unless **We** agree to appoint another **representative**.
- (e) If the **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to a **representative**, the cover **We** provide will end at once.
- (f) If **We** and the **Insured Person** disagree about the choice of **representative**, or handling of a claim, **We** and the **Insured Person** can choose another lawyer to decide the matter. **You** and **We** must agree this in writing. If **We** cannot agree with the **Insured Person** about the choice of the second lawyer, **We** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
- (g) **We** may, at their discretion require the **Insured Person** to obtain an opinion from the counsel at the **Insured Person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit of a claim or proceedings, the cost of obtaining the opinion will be paid by **Us**.

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 or depression unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field
- 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 transportation 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) Failure of equipment to correctly recognise the calendar date, such as the change to the year 2000 (this exclusion will not apply to claims made under Section 4 – Personal Accident, Section 5 – Medical and other Expenses and Section 6 – Medical Inconvenience Benefit)
- 17) **Your** participation in off-piste skiing except whilst under the supervision of a qualified guide/instructor
- 18) **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
- 19) **Your** participation in any illegal act.
- 20) 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.**

Should the matter not be resolved to **Your** satisfaction then please write directly to **Us** at:

**ETI - International Travel Protection,
Albany House, 14 Bishopric,
Horsham, West Sussex RH12 1QN**

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.

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 Co. Ltd 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.