Single Trip Travel Insurance Policy

Policy Number SLC/20

Coast & Country Cottages

The SYKES HOLIDAY COTTAGES family
SINGLE TRIP TRAVEL INSURANCE POLICY

DEMANDS AND NEEDS

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

Important

This insurance policy will have been sold to you on a non-advised basis and it is important that you read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of your requirements. If upon reading this policy you find it does not meet all of your requirements, please refer to the Statutory cancellation rights section on page 3.

This policy is underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE) except for Legal Costs and Expenses cover which is underwritten by DAS Legal Expenses Insurance Company. Great Lakes Insurance SE is a German insurance company with its headquarters at Königstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority: register number 769884.

ERGO Travel Insurance Services Ltd (ETI) is registered in the UK, company number 11091555. Registered office: Plantation Place, 30 Fenchurch Street London, EC3M 3AJ. Authorised and regulated by the Financial Conduct Authority, register number 805870. Details about the extent of GLISE’s authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request.

Towergate Travel is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4043759. Registered address 1 Minster Court, Mincing Lane, London EC3R 7AA. FCA firm reference No. 313250.

Your policy

In return for having accepted your premium we will in the event of bodily injury, death, illness, disease, loss, theft, damage, destruction, legal liability or other specified events happening within the period of insurance provide insurance in accordance with the operative sections of your policy. The travel company booking confirmation and any endorsement are all part of the policy. Your policy is evidence of the contract of insurance.

HEALTH CONDITIONS

You must be able to comply with the following conditions to have the full protection of your policy. If you do not comply we may refuse to deal with any relevant claim or reduce the amount of any relevant claim payment.

If you are travelling within the United Kingdom

You are not required to declare your medical conditions. However, to be covered for any medical conditions you have or have had, you must be able to answer NO to questions 1 to 4 and YES to questions 5 and 6 a) and b) below:

1. Are you aware of any reason why the trip could be cancelled or cut short (such as the health of a close relative).
2. Are you travelling:
   a) against the advice of a medical practitioner, or
   b) for the purpose of obtaining medical treatment.
3. Have you been given a terminal prognosis?
4. Are you receiving or awaiting treatment for any bodily injury, illness or disease as a hospital day case or in-patient.
5. If you are on prescribed medication, are your medical condition(s) stable and well controlled.
6. If you suffer from stress, anxiety, depression or any other mental or nervous disorder, have you received written confirmation (at your cost) that you are fit enough to take this trip by either:
   a) a registered mental health professional (if you are under the care of a Community Mental Health Team), or
   b) a consultant specialising in the relevant field.

If you are travelling outside of the United Kingdom

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

1. Has or has had a medical condition (excluding childhood and minor ailments not requiring treatment).
2. Is taking prescribed medication.
3. Has or has had any medical condition still requiring periodic review.
4. Is awaiting any tests, treatment, investigation, referral or the results of these.

MediScreen's office hours are 9am to 5pm Monday to Thursday and 9am to 4pm Friday excluding Bank Holidays.

PLEASE NOTE – You must also notify MediScreen immediately of any changes in medical circumstances arising between the date the policy is issued and the time of departure for the trip. You may have to pay an additional premium to cover medical conditions. This applies to all destinations including trips solely within the United Kingdom (being defined as England, Scotland, Wales, Northern Ireland and the Isles of Scilly).

SIGNIFICANT OR UNUSUAL LIMITATIONS OR WHAT IS NOT COVERED

1. The cover under this policy is only available to United Kingdom residents for travel within the Geographical limits contained in this policy and which begins and ends in the United Kingdom. Repatriation will be to the United Kingdom only.
2. Cover is only available for the whole duration of a booked trip to a maximum 31 consecutive days, and cover cannot be purchased once a trip has already begun.
3. The excess amount deductible from a claim applies to each and every claim, per incident claimed for, under certain sections by each insured person.
4. If your money, valuables, any items of baggage, your passport or visa are lost or stolen, you must notify the local Police within 24 hours of discovery or as soon as possible thereafter. Please make sure you get a copy of the Police report. Failure to comply may result in your claim being rejected or the amount of any relevant claim reduced.
5. You are not covered for valuables, your passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
6. Stolen property: You are not covered for baggage stolen from:
   a) an unattended coach/bus unless it was locked in the luggage compartment of the coach/bus and evidence of force or violent entry to the vehicle is available, or
   b) the passenger compartment of any unattended vehicle.
STATUTORY CANCELLATION RIGHTS
You may cancel this policy within 14 days of receipt of the policy documents or before departure, whichever is less (the cancellation period), by writing to the issuer of this policy during the cancellation period. Any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.
Cancellation outside the statutory period
You may cancel this policy at any time after the cancellation period by writing to the issuer of this policy. If you cancel after the cancellation period no premium refund will be made.
Non payment of premiums
We reserve the right to cancel this policy immediately in the event of non payment of the premium.

PLEASE REFER TO PAGE 7 FOR GENERAL EXCLUSIONS AND FOR EMERGENCY ASSISTANCE, REPATRIATION OR CHANGE IN TRAVEL PLANS AND HOW TO MAKE A CLAIM

DEFINITIONS
These definitions apply throughout your policy wording. Where the following words and phrases appear in this policy they will appear in bold and will always have these meanings.
We have listed the definitions alphabetically.
Baggage Your suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with the articles purchased, worn or carried by you for individual use during your trip (including golf equipment), but excluding valuables and money.
Bodily injury Any identifiable injury caused solely and directly by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.
Close business associate Any person whose absence from business for one or more complete days at the same time as your absence prevents the effective continuation of that business.
Curtail/Curtailment Either:
(1) you abandoning or cutting short the trip after you leave your home by direct early return to your home, in which case claims will be calculated from the day you returned to your home and based on the number of complete days of your trip you have not used, or
(2) you attending a hospital as an in-patient or being confined to your accommodation within or outside the United Kingdom during a trip due to compulsory quarantine or on the orders of a medical practitioner, in either case for a period in excess of 48 hours. Claims will be calculated from the day you were admitted to hospital or confined to your accommodation and based on the number of complete days for which you were hospitalised, quarantined or confined to your accommodation. Curtailment claims under paragraph (2) will only be paid for the ill/injured/quarantined/confined insured person, but where we or Towergate Assistance agree for another insured person (including any children travelling with them) to stay with you, we will also pay for that insured person’s proportion only of any travel and accommodation costs and expenses they have incurred, but not used by remaining with you.
Home Your residential address in the United Kingdom.
Loss of one or more limbs Loss by permanent severance of an entire hand or foot, or the total, complete and permanent loss of use of an entire hand or foot.
Loss of sight The complete and irrecoverable loss of sight which shall be considered as having occurred:
(a) in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
(b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what you should see at 60 metres).
Medical practitioner A registered practising member of the medical profession who is not related to you or any person with whom you are travelling.
Money Cash, bank or currency notes and coins in current use, cheques, postal and money orders, travel tickets, pre-paid coupons or vouchers, event and entertainment tickets and lift passes (in respect of winter sports trips where the appropriate premium has been paid) held by you for social, domestic and pleasure purposes.
Period of Insurance From the date of departure to the date of return as shown on the policy.
Permanent total disablement Total and permanent disablement which medical evidence confirms will prevent you from undertaking any relevant occupation.
Public transport Any publicly licensed aircraft, sea vessel, train, coach, taxi, bus or tram on which you are booked or had planned to travel.
Redundancy Any person being declared redundant who has been employed for 2 continuous years with the same employer at the time of being made redundant.
Skis, ski boots, ski poles and snowboards.
Skis Equipment Skis, ski boots, ski poles and snowboards.
terrorism Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Trip(s) Any holiday, business or pleasure trip or journey made by you which begins and ends in the United Kingdom during the period of insurance but excluding one way trips or journeys.
Unattended When you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle.
United Kingdom England, Scotland, Wales, Northern Ireland and the Isles of Scilly.
United Kingdom residents Any person who is staying in or has lived in the United Kingdom for more than 12 months, or if studying or working in the United Kingdom for more than 6 months.
Valuables Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment and other electronic entertainment devices (including but not limited to mobile phones, MP3 or 4 players, tablets, ebooks, CD’s, DVD’s, tapes, films, cassettes, cartridges and headphones) computer games and associated equipment, telescopes and binoculars.
We/Our/Us/Ourselves – ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance or its receipt in the legal costs and expenses section where we, us, our refers to DAS Legal Expenses Insurance Company Limited.
Your/YourSELF/Insured person – Any person named on the travel company booking confirmation who is eligible to be insured and for whom a premium has been paid.

GEOPHGRAPHICAL LIMITS
Area A – United Kingdom (please see definition above).
Area B – Channel Islands and the Isle of Man.
Area C – Europe includes Republic of Ireland, Commonwealth of Independent States (west of the Ural Mountains), islands in the Mediterranean, Morocco, Algeria, Tunisia, Turkey, the Canary Islands, Madeira, Iceland and the Azores.

EUROPEAN HEALTH INSURANCE CARD (EHIC)
If you are travelling within the European Union (EU), the European Economic Area (EEA) or Switzerland you should obtain a free European Health Insurance Card (EHIC). You can apply either online at www.ehic.org.uk or by telephoning 0300 330 1550.
This will entitle you to get free or reduced cost medical treatment in state medical centres and hospitals. You are therefore advised to make use of these rather than private facilities.

SECTION 1 – CANCELLATION
What is covered
We will pay you up to £5,000 per booking for trips to the United Kingdom, Channel Islands, Isle of Man and Europe for the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which you have paid or legally have to pay if cancellation of the trip is necessary and unavoidable as a result of any of the following events:
1. The death, bodily injury, illness, disease, or complications arising as a direct result of pregnancy of:
   a) you
   b) any person who you are travelling or have arranged to travel with
   c) any person who you have arranged to stay with
   d) your close relative
   e) your close business associate.
2. You or any person who you are travelling or have arranged to travel with being quarantined, called as a witness at a Court of Law or for jury service attendance.
3. Redundancy of you or any person who you are travelling or have arranged to travel with which qualifies for payment under current United Kingdom redundancy payment legislation, and at the time of booking the trip there was no reason to believe anyone would be made redundant.
4. You or your person whom you are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/those authorised leave cancelled or are called up for operational reasons, provided that the cancellation could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.
5. The Police or other authorities requesting you to stay at your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.
Special conditions relating to claims
1. 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.
SECTION 4 – PERSONAL ACCIDENT
What is covered
We will pay one of the following benefits, which will be paid to you or your legal personal representative, if you sustain bodily injury during your trip which shall solely and independently of any other cause, result within one year in your death, loss of one or more limbs, loss of sight or permanent total disablement.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Up to age 15 years inclusive</th>
<th>Age 16 years to 74 years inclusive</th>
<th>Age 75 years and over</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Death</td>
<td>£2,500</td>
<td>£5,000</td>
<td>£2,500</td>
</tr>
<tr>
<td>2. Loss of one or more limbs and/or loss of sight in one or both eyes</td>
<td>£10,000</td>
<td>£10,000</td>
<td>£10,000</td>
</tr>
<tr>
<td>3. Permanent total disablement</td>
<td>Not covered</td>
<td>£10,000</td>
<td>£10,000</td>
</tr>
</tbody>
</table>

The total amount payable under this section is £10,000 per insured person.

Special conditions relating to claims
1. Benefit is not payable to you under more of one items 1, 2 or 3.

What is not covered
1. 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.
2. Anything arising from:
   a) your reluctance to travel or financial reasons other than involuntary redundancy,
   b) circumstances known to you before you booked your trip or purchased this insurance which could reasonably have been expected to lead to cancellation of the trip,
   c) bankruptcy or liquidation of any travel agent, tour operator, public transport provider or transportation company,
   d) the tour operator or anyone you have made travel or accommodation arrangements with failing to provide such arrangements.
   e) being called as an expert witness or where normal employment would require your attendance at a court of law.
   f) your failure to obtain the required passport or visa.
   g) regulations set by the government of any country.
3. 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 5 – MEDICAL AND OTHER EXPENSES
What is covered
This section includes assistance by Towergate Assistance who must be contacted as soon as possible in the event of death, bodily injury, illness, disease or if hospitalisation and/or compulsory quarantine occurs or if repatriation, abandonment of the trip or curtailment has to be considered.

We will pay you up to £2,000,000 for the following expenses which are necessarily incurred within 12 months of the incident, if during your trip you suffer unforeseen bodily injury, illness, disease and/or compulsory quarantine, or as a result of any of the other events occurring as shown below:

Outside the United Kingdom for emergency medical and surgical treatment and hospital and nursing home charges. Claims for emergency dental treatment (for pain relief only) are limited to £250.

2. For necessary additional accommodation and travelling/repatriation expenses (economy class) if you are hospitalised as an in-patient during the trip, or if it is medically necessary for you to stay beyond your scheduled return date. This includes with the prior authorisation of Towergate Assistance reasonable additional accommodation and travelling/repatriation expenses (economy class) for one relative or friend to stay with you or travel to you from their home in the United Kingdom if you have to be accompanied on medical advice (limited to £1,500 in all for trips solely within the United Kingdom) or if you are a child and require an escort home.

3. In the event of death:
   a) up to £5,000 for conveyance of the body or ashes to your home (limited to £2,500 in the event of death in the United Kingdom).
   b) local funeral expenses abroad limited to £2,500.

4. The value of the portion of your travel and/or accommodation costs up to the amount under Section 1 – Cancellation, which have not been used and which were paid for before your trip commenced (including ski hire, ski school and lift passes, which do not have to be paid for before your trip commenced, in respect of winter sports trips where the appropriate premium has been paid) if you have to curtail your trip.

6. For reasonable additional travelling expenses if you have to return to your home earlier than planned due to:
   a) death, bodily injury, illness or disease of a close relative or a close business associate resident in the United Kingdom, or
   b) the Police or other authorities asking you to return to your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

For trips solely within the United Kingdom additional travelling expenses are limited to £300 per insured person.

Special conditions relating to claims
1. All receipts must be retained and produced in the event of a claim. Your claim may be rejected or the amount of any relevant claim reduced if receipts are not produced.

2. If you suffer bodily injury, illness or disease we reserve the right to move you from one hospital to another and/or arrange for your repatriation to your home at any time during the trip. We will do this, if in the opinion of Towergate Assistance or us (based on information provided by the medical practitioner in attendance), you can be moved safely and/or travel safely to your home or a suitable hospital nearby to continue treatment.

3. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until your return home. Our decisions regarding the treatment or surgery that we will pay for (including repatriation to your home) will be based on this.

4. If you do not accept our decisions and do not want to be repatriated, then we will cancel your cover under the medical related sections being Section 1 – Cancellation, Section 4 – Personal accident, Section 5 – Medical and other expenses and Section 6 – Hospital benefit of your policy and refuse to deal with claims from you for any further treatment and/or your repatriation to your home.

Cover for you under all other sections will however continue for the remainder of the trip.
Subsection C – Personal money
1. We will pay you up to £300 (cash limited to £150) if your own personal money is lost or stolen whilst being carried on your person or left in a locked hotel safe or safety deposit box. If you are aged under 16 at the time of the incident, the maximum we can pay you is £50.

Special conditions relating to claims
1. You must exercise reasonable care for the safety and supervision of your property.
2. You must get a written report from the local Police in the country where the incident occurred within 24 hours or as soon as possible thereafter of the discovery in the event of loss, theft or attempted theft of all baggage, valuables or personal money. Failure to comply may result in your claim being rejected or the amount of any relevant claim reduced.
3. You must get a written carriers report if your baggage is lost, damaged or destroyed in transit (or a Property Irregularity Report (PIR) in the case of an airline).
4. You must provide suitable evidence of purchase/ownership and value of all items lost, stolen, damaged or destroyed.

What is not covered
1. Loss, theft of, damage or destruction:
   a) due to delay, confiscation or detention by customs or other officials or authorities.
   b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind (other than as defined in the personal money definition), vehicles or accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, sports gear whilst in use (other than ski equipment in respect of winter sports trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment.
   c) caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning or restoring, mechanical or electrical breakage.
b) of valuables left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
2. Loss, damage or destruction due to cracking, scratching breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles being transported by a carrier, unless the breakage is due to fire, theft or an accident to the vessel, aircraft, sea vessel, train or vehicle in which they are being carried.
3. Baggage stolen from: a) an unattended coach/bus unless it was in the locked baggage 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.
4. Any shortages due to error, omission or depreciation in value.
5. Any property more specifically covered under any other insurance.
6. Anything mentioned in the General exclusions shown on page 7.

SECTION 8 – LOSS OF PASSPORT OR VISA EXPENSES

What is covered
We will pay you up to £250 for unavoidable additional travel or accommodation expenses you incur abroad in obtaining a new passport or visa, if your passport or visa is lost or stolen.

Special conditions relating to claims
1. You must exercise reasonable care for the safety and supervision of your passport or visa.
2. You must get a written report from the consulate and local Police in the country where the incident occurred within 24 hours or as soon as possible thereafter of the discovery in the event of loss or theft of your passport or visa. Failure to comply may result in your claim being rejected or the amount of any relevant claim reduced.

What is not covered
1. Loss, destruction or damage: a) due to confiscation or detention by customs or other officials or authorities.
b) to your passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
2. Anything mentioned in the General exclusions shown on page 7.

SECTION 9 – PERSONAL LIABILITY

What is covered
We will pay you up to £2,000,000 (including legal costs and expenses) against any amount you become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause that happened during the trip leading to claims made against you for accidental:
1. Bodily injury, death, illness or disease to any person who is not a member of your family or household or employed by you.
2. Loss of or damage to any property which does not belong to, is not in the charge of and is not in the control of you, any member of your family or household or anyone employed by you.
3. Damage to your temporary holiday accommodation that does not belong to you or any member of your family or household or an employee.

SECTION 7 – PERSONAL PROPERTY
1. Loss, destruction or damage:
   a) due to theft or loss of personal money.
   b) of any form of treatment or surgery which in the opinion of Towergate Assistance or us (based on information provided by the attending medical practitioner), can be reasonably delayed until your return to the United Kingdom.
   c) any expenses which are not usual, reasonable or customary to treat your bodily injury, illness or disease.
   d) any expenses incurred in obtaining or replacing medication and/or treatment which at the time of departure is known to be required or to be continued outside the United Kingdom.
   e) any additional hospital costs arising from single or private room accommodation unless confirmed as medically necessary by Towergate Assistance, based on information provided by the attending medical practitioner.
   f) the costs of any non-emergency treatment or surgery, including exploratory tests, which are not directly related to the bodily injury, illness or disease which necessitated your admittance into hospital.
   g) expenses of any treatment or surgery which in the opinion of Towergate Assistance or us (based on information provided by the attending medical practitioner), can be reasonably delayed until your return to the United Kingdom.
   h) any delayed expenses such as taxi fares and phone calls incurred by you in or outside the United Kingdom.
   i) any additional expenses such as taxi fares and phone calls incurred by you in or outside the United Kingdom.
   j) any form of treatment or surgery which in the opinion of Towergate Assistance or us (based on information provided by the attending medical practitioner), can be reasonably delayed until your return to the United Kingdom.
   k) any expenses which are not usual, reasonable or customary to treat your bodily injury, illness or disease.
   l) any expenses incurred in obtaining or replacing medication and/or treatment which at the time of departure is known to be required or to be continued outside the United Kingdom.
   m) any additional hospital costs arising from single or private room accommodation unless confirmed as medically necessary by Towergate Assistance, based on information provided by the attending medical practitioner.
   n) any additional expenses such as taxi fares and phone calls incurred by you in or outside the United Kingdom.
   o) any form of treatment or surgery which in the opinion of Towergate Assistance or us (based on information provided by the attending medical practitioner), can be reasonably delayed until your return to the United Kingdom.
   p) any expenses which are not usual, reasonable or customary to treat your bodily injury, illness or disease.
   q) any expenses incurred in obtaining or replacing medication and/or treatment which at the time of departure is known to be required or to be continued outside the United Kingdom.
   r) any additional hospital costs arising from single or private room accommodation unless confirmed as medically necessary by Towergate Assistance, based on information provided by the attending medical practitioner.
   s) any additional expenses such as taxi fares and phone calls incurred by you in or outside the United Kingdom.
   t) any form of treatment or surgery which in the opinion of Towergate Assistance or us (based on information provided by the attending medical practitioner), can be reasonably delayed until your return to the United Kingdom.
   u) any expenses which are not usual, reasonable or customary to treat your bodily injury, illness or disease.
   v) any expenses incurred in obtaining or replacing medication and/or treatment which at the time of departure is known to be required or to be continued outside the United Kingdom.
   w) any additional hospital costs arising from single or private room accommodation unless confirmed as medically necessary by Towergate Assistance, based on information provided by the attending medical practitioner.
   x) any additional expenses such as taxi fares and phone calls incurred by you in or outside the United Kingdom.
   y) any form of treatment or surgery which in the opinion of Towergate Assistance or us (based on information provided by the attending medical practitioner), can be reasonably delayed until your return to the United Kingdom.
   z) any expenses which are not usual, reasonable or customary to treat your bodily injury, illness or disease.

What is not covered
1. Hospitalisation, compulsory quarantine or confinement to your: a) any in-patient or are confined to your accommodation due to your compulsory quarantine, or on the orders of a medical practitioner (or the ship’s doctor in the case of a cruise) as a result of bodily injury, illness or disease you sustain:
   i. £25 for every complete 24 hours up to a maximum of £600 for trips outside the United Kingdom, or
   ii. £10 for every complete 24 hours up to a maximum of £100 for trips solely within the United Kingdom.
We will pay these amounts in addition to any medical expenses, additional accommodation, travelling or repatriation expenses incurred under Section 5 – Medical and other expenses, provided we pay a claim under that section. This payment is meant to help you pay for additional expenses such as taxi fares and phone calls incurred by your visitors during your stay in hospital.

Special conditions relating to claims
1. You must refer to the exclusions shown on page 7.
2. Documentation must be submitted to confirm the date and time of admission and discharge.

What is not covered
1. Hospitalisation, compulsory quarantine or confinement to your accommodation as a result of a tropical disease where you have not had the NHS recommended inoculations and/or not taken the NHS recommended medication prior to travel, including medication to prevent malaria.
2. Anything mentioned in the General exclusions shown on page 7.

SECTION 7 – PERSONAL PROPERTY

What is covered
Subsection A – Baggage
1. We will pay you up to £1,000 for the accidental loss of, theft of, damage to or destruction of baggage and/or valuables. The amount payable in the event of a total loss, will be the value at today’s prices less a deduction for wear, tear and depreciation (loss of value), or we may replace, reinstate or repair the lost or damaged baggage and/or valuables.

The maximum we will pay you for the following items is:
a) £300 for any one article, pair or set of articles (for example golf equipment).
b) £300 in total for all valuables.

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

Subsection B – Delayed baggage
1. We will also pay you up to £200 (£100 per 24 hours) delay for the emergency replacement of clothing, medication and toiletries if your baggage is temporarily lost in transit during the outward journey and not returned to you within 24 hours, as long as we receive written confirmation from the carrier or your representative, confirming the number of hours the baggage was delayed.

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

What is not covered
1. Fines imposed by a Court of Law or other bodies.
2. Anything caused directly or indirectly by:
   a. liability which you are responsible for because of an agreement (such as a hire agreement) that was made.
   b. injury, loss or damage arising from:
      i. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, vessels (other than rowing boats, punts or canoes), animals (other than horses, in respect of domestic dogs or cats), or firearms (other than guns being used for sport),
      ii. the occupation (except temporarily for the purposes of the trip) or ownership of any land or buildings,
      iii. the carrying out of any trade or profession,
   iv. racing of any kind.
   v. any deliberate act.
3. Anything mentioned in the General exclusions shown on page 7.

SECTION 10 – LEGAL COSTS AND EXPENSES

Important – cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS). The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6HN, Registered in England and Wales, Company Number 103274, Website: www.das.co.uk. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 1121659, Website: www.daslaw.co.uk.

DAS agrees to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:
1. reasonable prospects exist for the duration of the claim.
2. the date of occurrence of the insured incident is during the period of insurance.
3. any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the countries covered, and
4. the insured incident happens within the countries covered.

What DAS will pay

DAS will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:
1. the most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000.
2. the most DAS will pay in costs and expenses is no more than the amount DAS would have paid to a preferred law firm. The amount DAS will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
3. in the event of an appeal or the defence of an appeal, you must tell DAS within the time limits allowed that you want to appeal. Before DAS pay the costs and expenses for appeals, DAS must agree that reasonable prospects exist.
4. for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, DAS must agree that reasonable prospects exist.
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in costs and expenses is the value of the likely award.

What DAS will not pay

In the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the DAS standard terms of appointment and these will not be paid by DAS.

Definitions applicable to this section

The following words have these meanings wherever they appear in this section in bold:

Appointed representative
The preferred law firm or law firm DAS will appoint to act on behalf of you.

Costs and expenses
1. All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS standard terms of appointment.
2. The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with DAS agreement.

Countries covered
Worldwide.

DAS DAS Legal Expenses Insurance Company Limited.

DAS standard terms of appointment
The terms and conditions (including the amount DAS will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence
The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)

Insured incident
A specific or sudden accident that causes death or bodily injury to you.

Preferred law firm
A law firm or barristers’ chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with DAS’ agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS standard terms of appointment.

Reasonable prospects
The prospects that you will recover losses or damages (or obtain any legal remedy that you have agreed to, including an enforcement of judgment), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a preferred law firm on DAS’ behalf, will assess whether there are reasonable prospects.

You, your Any person named on the travel insurance certificate and schedule.

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

What is covered

Costs and expenses to pursue your legal rights following a specific or sudden accident that causes death or bodily injury to the insured person.

What is not covered

DAS will not pay for the following:
1. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden incident.
2. Any claim relating to psychological injury or mental illness unless the condition follows reasonable prospects of a claim or DAS consider their position has been prejudiced.
3. Any claim relating to clinical negligence.
4. A claim where you have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or DAS consider their position has been prejudiced.
5. An accident or matter arising before the start of this cover.
6. Costs and expenses incurred before DAS’ written acceptance of a claim.
7. Fines, penalties, compensation or damages that a court or other authority orders you to pay.
8. Any legal action you take that DAS or the appointed representative have not agreed to, where you do anything that hinders DAS or the appointed representative.
9. A dispute with DAS not otherwise dealt with under Condition 7 applying to this section.
10. Costs and expenses arising from or relating to judicial review, coroner’s inquest or fatal accident inquiry.
11. Any other costs and expenses that are incurred where the appointed representative handles the claim under a contingency fee arrangement.
12. A claim against Great Lakes Insurance SE, ERGO Travel Insurance Services Ltd or their respective agents.
13. Any claim where you are not represented by a law firm or barrister.

Conditions applying to Section 10

1. a. On receiving a claim, if legal representation is necessary, DAS will appoint a preferred law firm as your appointed representative to deal with your claim. You will have to pay the costs of the services of the law firm. DAS will try to settle your claim by negotiation without having to go to court.
   b. If the appointed preferred law firm cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative.
   c. If you choose a law firm as your appointed representative who is not a preferred law firm, DAS will give you the choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the DAS standard terms of appointment. The amount DAS will pay a law firm (where acting as the appointed representative) is currently £100 per hour. As this amount may vary from time to time, this amount will be reduced if the appointed representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.
2. a. You must co-operate fully with DAS and the appointed representative.
   b. You must give the appointed representative any instructions that DAS ask you to.
3. a. You must tell DAS if anyone offers to settle a claim. You must not negotiate or agree to a settlement without DAS written consent.
   b. If you do not accept a reasonable offer to settle a claim, DAS may refuse to pay further costs and expenses.
   c. DAS may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow DAS to take over and pursue or settle any claim. You must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and you must give DAS all the information and help DAS need to do so.
4. a. You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if DAS ask for this.
   b. You must take every step to recover costs and expenses and court attendance expenses that DAS have to pay and must pay DAS any amounts that are recovered.

7.
5. If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover DAS provides will end immediately, unless DAS agree to appoint another appointed representative.

6. If you settle or withdraw a claim without DAS' agreement, or do not give suitable instructions to the appointed representative, DAS can withdraw cover and will be entitled to reclaim from you any costs and expenses DAS has paid.

7. If there is a disagreement between you and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available at www.financial-ombudsman.org.uk). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and DAS or may be paid by either you or DAS.

8. DAS may request you to get, at your expense, an opinion from an expert that DAS considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between you and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that DAS have agreed to) or makes a successful defence.

9. You must:
   a. keep to the terms and conditions of this section.
   b. take reasonable steps to avoid and prevent claims.
   c. take reasonable steps to avoid incurring unnecessary costs.
   d. send everything DAS asks for, in writing, and
   e. report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.

10. DAS will, at DAS' discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or DAS will not pay the claim if:
   a. a claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
   b. a false declaration or statement is made in support of a claim.

11. Apart from DAS, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, DAS will only pay their share of the claim even if the other insurer refuses the claim.

13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

GENERAL EXCLUSIONS

You are not covered for anything caused directly or indirectly by:

1. Your suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug abuse and/or addiction, solvent abuse and putting yourself at needless risk (unless you are trying to save someone's life).

2. Your travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

3. You participating in professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests or dangerous pursuits.

4. Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft.

5. Bankruptcy/liquidation of any tour operator, travel agent, public transport provider or transportation company.

6. Unless we provide cover under this insurance, any other loss, damage or additional expense following on from the event for which you are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury, illness or disease.

7. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power.

8. Loss or damage to any property and expense or legal liability caused by or contributed to or arising from:
   a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning nuclear fuel.
   b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
   c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

9. You travelling on motorcycles up to 125cc but not wearing a crash helmet (whether legally required locally or not) and travelling on any quad bike, all-terrain vehicle or motorcycle over 125cc.

10. You mountain climbing or rock climbing using picks, ropes or guides or pot-holing.

11. Your manual work or hazardous occupation of any kind.

12. You taking part in dangerous expeditions or the crewing of a vessel outside European waters.

13. Any payment which you would normally have made during your travels, if nothing had gone wrong.


15. Your travel to a country or specific area or event to which the travel advice unit of the Foreign & Commonwealth Office (FCO) has advised against all, or all but essential travel. You can go online at www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country.

16. Withdrawal from the European Union the withdrawal, or the disorderly failure to withdraw, of the United Kingdom, or in whole or in part from the European Union and any transitional arrangements to that withdrawal however named and whether temporary or otherwise, resulting in delay and disruption to, or cancellation of, travel arrangements from any port, airport, station or terminal as a consequence of:
   a. legislative, regulatory or administrative changes or uncertainty; or
   b. the total or partial failure of any computer, information or administrative system to function or to deal with required processing volumes in a timely manner; or
   c. customs, immigration, security or other border controls; or
   d. the closure of airspace or of any port, airport, station or terminal to traffic from or to the United Kingdom.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of your policy. If you do not comply we may cancel the policy or refuse to deal with relevant claims or reduce the amount of any relevant claim payments.

1. No payment will be made under Section 1, 4, 5 or 6 without appropriate medical certification.

2. If we require medical certificates, information, evidence and receipts, these must be obtained by you at your expense.

3. In the event of a claim, if we require a medical examination you must agree to this and in the event of death we are entitled to a post mortem examination both at your expense.

4. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportional share (not applicable to Section 4 – Personal accident).

5. You must take all reasonable steps to avoid bodily injury, death, illness, disease, loss, theft, damage, destruction or legal liability and take all reasonable steps to safeguard your property and to recover any lost or stolen articles.

6. Throughout your dealings with us we expect you to act honestly. If you or anyone acting for you:
   a) knowingly provides information to us as part of your application for your policy that is not true and complete to the best of your knowledge and belief; or
   b) knowingly makes a fraudulent or exaggerated claim under your policy; or
   c) knowingly makes a false statement in support of a claim; or
   d) submits a knowingly false or forged document in support of a claim; or
   e) makes a claim for any loss or damage caused by your willful act or caused with your agreement, knowledge or collusion.

Then:
   a) we may prosecute fraudulent claimants;
   b) we may make the policy void from the date of the fraudulent act;
   c) we will not pay any fraudulent claims;
   d) we will be entitled to recover from you the amount of any fraudulent claim already paid under your policy since the start date;
   e) we may inform the Police of the circumstances.

7. We accept as evidence of cover, the booking confirmation issued to you by the travel company showing that the premium has been paid.

8. You must not make any payment, admit liability, offer or promise to make any payment without written consent from us.

9. We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party.

10. We may at any time pay to you our full liability under the policy after which no further payments will be made in any respect.

11. If at the time of making a claim there is any other policy covering the same risk we are entitled to contact that insurer for a contribution.

12. You and we are free to choose the laws applicable to this policy. As we are based in England, we propose to apply the laws of England and Wales and by purchasing this policy you have agreed to this.
FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)
Towergate Travel and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk

THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATION) ACT 2012
This act abolished the duty of disclosure, but imposes on the individual entering into an insurance contract a duty to take reasonable care not to make a misrepresentation to the insurer. In other words, this means that you must answer all questions posed by the insurer accurately, truthfully and to the best of your knowledge.

If you do not the insurer may cancel your policy, or reject or only pay a proportion of your claim depending on whether the misrepresentation was deliberate, reckless or simply careless.

EMERGENCY ASSISTANCE, REPATRIATION OR CHANGE IN TRAVEL PLANS
In the event of death, bodily injury, illness or disease resulting in any of the above, immediate contact must be made with:

TOWERGATE ASSISTANCE – Telephone: +44 (0) 117 934 0548
When calling state your identity, your policy number and the identity and telephone number of the treating doctor.

You may need to contact Towergate Travel claims department on 01612 198702 (opening hours 9am-5pm Monday to Friday excluding Bank Holidays) and ask for a Claim form and Claims evidence sheet or write to: ETI Services, PO Box 9, Mansfield, Nottinghamshire NG19 7BL.

You can also download a pdf of the Claim form and the Claims evidence sheet at: www.ergotravelinsurance.co.uk/coach

IN RESPECT OF LEGAL COSTS AND EXPENSES CLAIMS PLEASE CONTACT
DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH Telephone: +44 (0) 117 934 0548

You should fill in the claim form and send it to us as soon as possible with all the information and documents required. It is essential that you provide us with as much detail as possible to enable us to handle your claim promptly and efficiently. Please keep copies of all the documentation you send to us.

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 may have regarding a claim notified under your policy, may be addressed to:

ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL, England
Email: contact@ergo-travel.co.uk
Any complaint you have regarding your policy, may be addressed to:
The Managing Director, Towergate Travel, 3000 Hillswood Drive, Hillswood Business Park, Chertsey, Surrey KT16 0RS
Telephone: 01932 344300

If you wish to complain under the Legal costs and expenses section, please contact DAS by:
Phoning: 0344 893 9013 Emailing: customerrelations@das.co.uk
Writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH
Completing a DAS online complaint form at www.das.co.uk/about-das/complaints

BEYOND TOWERGATE TRAVEL – REFERRAL TO THE FINANCIAL OMBUDSMAN SERVICE
If we have given you our final response and you are still dissatisfied, you may refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our complaints procedure has been exhausted.

The Financial Ombudsman can be contacted at:

Telephone: 0800 023 4567 or 0300 123 9123 Fax: (020) 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
This procedure will not affect your rights in law.

DAS EUROLAW LEGAL ADVICE
DAS will give you confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

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

To help check and improve service standards, DAS may record all calls.

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

DAS will not accept responsibility if the Helpline Service is unavailable for reasons DAS cannot control.
DATA PROTECTION NOTICE

Consent
We will only use your personal data when the law allows us to. Most commonly we will use your personal data under the following two circumstances:
1. When you gave explicit consent for your personal data, and that of others insured under your policy, to be collected and processed by us in accordance with this Data Protection Notice.
2. Where we need to perform the contract which we are about to enter into, or have entered into with you.

How do we use your personal data?
We use your personal data for the purposes of providing you with insurance, handling claims and providing other services under your policy and any other related purposes (this may include underwriting decisions made using automated means). We also use your personal data to offer renewal of your policy, for research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your personal data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

We collect and process your personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processors are Towergate Underwriting Group Limited and their sub-agent.

Special categories of personal data
Some of the personal data you provide to us may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

Sharing your personal data
We will keep any information you have provided us to confidential. However, you agree that we may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on our behalf in administering your policy, handling claims and in providing other services under your policy. Please see our Privacy Policy for more details about how we will use your information.

We will also share your information if we are required to do so by law, if we are authorised to do so by you, where we need to share this information to prevent fraud.

We may transfer your personal data outside of the European Economic Area (“EEA”). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your rights
Your right to ask us not to process your personal data for marketing purposes, to see a copy of the personal information we hold about you, to have your personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether we hold your personal data on paper or in electronic form.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further information
Any queries relating to how we process your personal data or requests relating to your Personal Data Rights should be directed to:
Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL, United Kingdom
Email: dataprotectionofficer@ergo-travel.co.uk
Phone: +44 (0) 1403 788 510

DAS DATA PROTECTION

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

DAS may collect personal details including name, address, date of birth, email address and, in exceptional cases, on the basis of our legitimate interest to use the personal data for the provision of services in relation to any contract that you may have with the person taking out this policy.

DAS will only obtain personal information either directly from the insured person, the third party dealing with your claim or from the authorised partner who sold this policy.

Who does DAS process your data?
DAS are part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by DAS’ individual company registrations with the Information Commissioner’s Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How does DAS use your information?
DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice DAS may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless we are required to do so by our legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS’ website.

What is DAS’ legal basis for processing your information?
It is necessary for DAS to use the personal information to perform our obligations in accordance with any contract that DAS may have with the person taking out this policy. It is also in DAS’ legitimate interest to use the personal information for the provision of services in relation to any contract that DAS may have with the person taking out this policy.

How long will your information be held for?
DAS will retain personal data for 7 years. DAS will only retain and use the personal data thereafter as necessary to comply with DAS legal obligations, resolve disputes, and enforce DAS’ agreements. If you no longer want DAS to use the personal data, please contact DAS at dataprotection@das.co.uk

What are your rights?
The following rights are available in relation to the handling of personal data:
• the right to access personal data held
• the right to have inaccuracies corrected for personal data held
• the right to have personal data held erased
• the right to object to direct marketing being conducted based upon personal data held
• the right to restrict the processing for personal data held, including automated decision-making
• the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:
Data Protection Officer, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Or via email: dataprotection@das.co.uk

How to make a complaint
If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above. If you remain dissatisfied, the Information Commissioner’s Office can be approached directly for a decision. The Information Commissioner can be contacted at: Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
www.ico.org.uk