

TRAVEL INSURANCE – IMPORTANT INFORMATION

Roadmark Travel Limited is an appointed representative of Arthur J. Gallagher Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythwood Street, Glasgow, G2 7AT. Registered in Scotland Company Number: SC108909.

We only offer travel insurance from a single insurer

Our Travel Insurance is underwritten by Great Lakes Insurance SE.

This travel insurance is suitable for those who wish to insure themselves when travelling against the specified financial loss of unforeseen circumstances and events relating to your trip. A list of the covers and corresponding limits can be found below. This summary provides only a brief guide to your Travel Insurance cover and exclusions. It does not contain the full terms and conditions of the policy, which can be found in the policy document. We have not provided you with any recommendation or advice about whether this product meets your specific insurance requirements. It is your responsibility to decide whether this policy suits your needs.

Important Notice – Information We Need To Know About - You must take reasonable care to provide complete and accurate answers to the questions we ask. *You should be aware that if the information provided by you is not complete and accurate, your insurer may; cancel your policy and refuse to pay any claim, or not pay any claim in full, or revise the premium and/or change any excess, or revise the extent of cover or terms of this insurance.*

We recommend that you keep a record (including copies of letters) of all the information you provide to us for your future reference. We also draw your attention to any conditions, limitations, exclusions and excesses within the policy wording

SIGNIFICANT EXCLUSION: If your medical condition cannot comply with the following terms then any claim related to that medical condition will not be covered:

For UK Travel (England, Scotland, Wales, Northern Ireland or Scilly Isles). You DO NOT need to declare your medical conditions; however, you must comply with the following;

1. You are not aware of any reason why the trip could 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 (c) if you have been given a terminal prognosis
3. You are not receiving or awaiting tests, treatment or investigations for any illness or injury as a hospital day case or inpatient. Any claim arising from this illness or injury will not be covered
4. If you are on medication at the time of travel your medical condition must be stable and well controlled
5. You must notify Medical Screening immediately of any change in your medical circumstances between the policy issue date and time of departure.

For EU Travel (including The Channel Islands); the traveller MUST inform Medical Screening via the health check phone line on 01403 288 423 if they or any person upon whose health the trip depends;

1. Has any existing or on-going medical condition(s)
2. Is taking any prescribed medication
3. Has or has had any medical condition(s) still requiring periodic review
4. Is awaiting any tests, treatment, investigation, referral or the results of these
5. You must notify Medical Screening immediately of any change in your medical circumstances between the policy issue date and time of departure.

This information is correct at the time of printing, but may be subject to change. Please refer to your policy document to check your cover.

Travel Policy - For full details about your cover and all exclusions please refer to the policy document		
COVER	LIMIT	EXCESS PAYABLE
Cancellation	Up to £2,000	Excess: £50 Deposit only: £10
Curtailement	Up to £2,000	£50
Emergency Medical & Repatriation Expenses	Up to £2m	£50
Missed Departure (not UK)	Up to £600	£50
Personal effects and Money	Up to £1,500 Up to total of £200 for valuables Up to £200 for Lost Passport	£50
Luggage Delay	Up to £100	NIL
Personal Liability	Up to £2,000,000	NIL
Personal Accident	Up to £15,000	NIL
Legal Costs & Expenses	Up to £25,000	NIL

TRAVEL INSURANCE PREMIUMS including Insurance Premium Tax at the current rate are shown next to price of the holiday in our brochure

Cancellation Rights - If your cover doesn't meet your requirements, please let Roadmark Travel know within 14 days of receiving your policy document and return all your documents for a refund of your premium. 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.

Claims - Full details of how to make a claim and how to appeal should your claim not be successful can be found in the policy document.

Complaints - Should you have a complaint about the sale of your travel insurance policy, please contact The Travel Manager, Arthur J. Gallagher Insurance Brokers Limited, 6th Floor, Temple Circus House, Temple Way, Bristol, BS1 6HG. Should you remain unhappy with our final reply, you may have the right to refer your complaint to The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Further details about our complaints procedure can be found in the attached 'About our Insurance Services' document.

Financial Services Compensation Scheme (FSCS) - You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") should we be unable to meet our obligations and subject to eligibility. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: <http://www.fscs.org.uk>.

Updated June 2020

Travel Insurance

Insurance Product Information Document

Company: Great Lakes Insurance SE

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Product: Roadmark Coach Holiday Travel Insurance – Single Trip

Should you opt for our tailored travel insurance and purchase from us. This Insurance Product Information Document provides a summary of the main coverage and exclusions and is not personalised to your specific needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance?

This insurance provides a package of travel insurance benefits to cover a single trip within the geographical area and the cover dates you have chosen.



What is insured?

- ✓ **Cancellation** – up to £2,000
- ✓ **Curtailed** – up to £2,000 (Cutting Short Your Trip)
- ✓ **Emergency Medical Expenses incl 24/7 Assistance** – up to £2 million (European trips)/ £1,500 (UK trips)
- ✓ **Personal Accident** – up to £15,000
- ✓ **Missed Departure** (non UK trips) – up to £600
- ✓ **Travel Delay** (non UK trips) – up to £60
- ✓ **Personal Baggage** – up to £1,500
- ✓ **Baggage Delay** – up to £100
- ✓ **Personal Money** – up to £200
- ✓ **Loss of Passport** – up to £200
- ✓ **Personal Liability** – up to £2 million
- ✓ **Legal Costs and Expenses** – up to £25,000
- ✓ **COVID-19 Cover** – up to limits shown under the Cancellation, Curtailed and Emergency Medical Expenses (when outside of the UK) policy sections above



What is not insured?

- ✗ Some sections of the policy are subject to an excess unless otherwise specified in your policy. This is the amount you pay when you make a claim.
- ✗ Certain pre-existing medical conditions unless agreed – please check the policy wording for more information.
- ✗ There is no cover at the start of the policy if anyone to be insured is waiting to have any medical investigation, or the results of any tests or investigations.
- ✗ Travelling against medical advice or with the intention of obtaining medical treatment abroad.
- ✗ The policy includes restrictions regarding the health of close relatives and friends upon whom your trip may depend, even if they are not being insured by this policy.
- ✗ Certain hazardous sports and activities may not be covered under this policy – see policy wording for details.
- ✗ Circumstances you were aware of before your policy was issued or journey was booked (whichever is the later) that might result in a claim.
- ✗ Medical treatment which can wait until you return home.
- ✗ Private medical treatment unless agreed by us.
- ✗ Personal baggage claims will be paid based on today's prices less a deduction for wear, tear and depreciation.
- ✗ Any claim for personal baggage where you have not taken steps to prevent loss.
- ✗ Any claim arising from any epidemic or pandemic as declared by the World Health Organisation.
- ✗ Claims arising from or related to any coronavirus including but not limited to COVID-19, or any related/ mutated form of the virus. This exclusion does not apply to COVID-19 claims under the COVID-19 cover section.



Are there any restrictions on cover?

- ! Only available to residents of the United Kingdom and Isle of Man
- ! Maximum trip limit is 21 days



Where am I covered?

- ✓ You can select the area of cover that is most appropriate for your travel plans. Cover will not apply if you travel outside the area that you have chosen. The area you have chosen will be shown on your policy schedule.
- ✓ You will not be covered if you travel to a country or region where the Foreign, Commonwealth & Development Office (FCDO) has advised against all travel or all but essential travel. For further details, visit [gov.uk/foreign-travel-advice](https://www.gov.uk/foreign-travel-advice)



What are my obligations?

- You must be fit to undertake any trip to be covered under the policy.
- Ensure the policy meets your needs.
- You must take care to protect yourself and your property.
- You must tell us as soon as reasonably possible of any event which may result in a claim.
- If you need medical assistance while abroad, you must contact us before going to a medical facility (other than a pharmacy), or as soon as you can.



When and how do I pay?

You must pay when you buy the policy even if you are not travelling until a future date. You will be asked to pay in full by credit/debit card or pre-agreed payment method.



When does the cover start and end?

Single Trip policies start when you make the premium payment and it is accepted by us. These policies end on the date of your return from your trip as set out in the policy schedule.



How do I cancel the contract?

You can cancel this policy at any time. If you cancel within 14 days of receipt of your policy documents, we will cancel the policy and refund your premium in full provided that you have not already taken your trip, made a claim or intend to make a claim.
To cancel the policy, please call 01903 741 233.

Coach Holiday Travel Insurance

This is your insurance document no. ETI/RMK/21
Valid in respect of certificates issued 1/1/2021 to 31/12/2021

Summary of Cover Cover limits and applicable excesses per person

Section and Cover	Benefit Limit	Excess
1. Cancellation and Curtailment	£2,000	£50
Loss of Deposit		£10
2. Travel delay and disruption		
- Delay (non UK trips)	£20 per 12hrs (max £60)	Nil
- Abandonment after 12 hours	£2,000	£50
- Missed Departure (non UK trips)	£600	£50
3. Emergency medical and repatriation expenses	£2,000,000 outside the UK £1,500 UK only	£50 £50
- Hospital confinement benefit UK	£10 per 24hrs (max £100)	Nil
- Hospital confinement benefit outside of the UK	£15 per 24hrs (max £450)	Nil
- Funeral expenses and body repatriation	£5,000 outside the UK £1,500 UK only	£50
- Emergency dental treatment	£250	£50
4. Personal accident		
- Death (aged over 18)	£10,000	Nil
- Death (under 16 or over 65)	£1,000	Nil
- Permanent total disablement	£15,000	Nil
- Loss of limb(s) or total and irrecoverable Loss of sight	£10,000	Nil
5. Personal effects and money	£1,500	£50
- Single Item limit	£200	£50
- Valuables limit	£200	£50
- Personal Money/Cash	£200 (under 18 £50)	£50
- Loss of passport/travel document	£200	£50
6. Luggage delay	£75 per 24hrs (max £100)	Nil
7. Personal Liability	£2,000,000	Nil
8. Legal Costs and Expenses	£25,000	Nil
9. COVID-19 Cover		
- Cancellation and Curtailment	£2,000	£50
- Emergency medical and repatriation expenses outside the UK	£2,000,000	£50

Welcome to **Your** Coach Travel Insurance, underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE) except for the Legal Costs and Expenses section which is underwritten by DAS Legal Expenses Insurance Company.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

ERGO Travel Insurance Services Ltd (ETI) is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. 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.

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.

Pre-existing medical 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:

If **You** are travelling within England, Scotland, Wales, Northern Ireland, Isle of Man or the Isles of Scilly **You** are not required to declare **Your** medical conditions. However, **You** must be able to comply with the following:

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

If **Your** medical condition cannot comply with these terms then any claim related to that medical condition will not be covered.

If **You** are travelling outside of England, Scotland, Wales, Northern Ireland, Isle of Man or the Isles of Scilly this insurance carries Health Conditions so **You** need to inform Medical Screening of any medical condition(s) that may affect the Underwriters acceptance of need to inform Medical Screening of any medical condition(s) that may affect the Underwriters acceptance of **Your** cover. If anyone to be covered by this **You** or anyone upon whose health the **Trip** depends:

- Has any existing or on-going medical condition(s)
- Is taking any prescribed medication
- Has or has had any medical conditions
- Is awaiting any tests, treatment, investigation, referral or the results of these

then **You** must telephone Medical Screening on 01403 288 423 to inform them of **Your** medical condition(s). Office hours are 9am to 5pm Monday to Friday excluding Bank Holidays. An additional premium may be requested. Failure to notify them may cause **Your** circumstances to fall within a **Policy** exclusion.

EMERGENCY ASSISTANCE:

Call us immediately on 01403 288167 if **You** are **HOSPITALISED** or require **REPATRIATION**

PLEASE NOTE **You** must also notify Medical Screening immediately of any changes in **Your** medical circumstances arising between the date the **Policy** is issued and the time of departure for the **Trip**, i.e. **You** develop a new medical condition or an existing medical condition worsens. If **You** do not tell **Us** about **Your** medical conditions **We** have the right to amend, restrict or cancel **Your** cover under this **Policy**.

Important Information: Please read – We strongly recommend that You keep a record of all information given to Us.

HOW TO MAKE A CLAIM

Call us immediately if **You** have been HOSPITALISED, or require REPATRIATION

Tel. 01403 288167 (anytime)

For CANCELLATION, BAGGAGE OR OTHER Non-Medical Claims

Tel. 01403 288170 (weekdays 9-5pm)

Important Information

This insurance **Policy** will have been sold to **You** on a non-advised basis. 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 a legal contract based on the information **You** supplied when **You** applied for this insurance. **We** rely on that information when **We** decide what cover to provide and how much **You** will pay. Therefore it is essential that all the information given to **Us** is accurate. **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given. Accurate information about Pre-existing medical conditions relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **Policy** contains specific conditions and exclusions.

The **Policy Wording**, together with **Your Policy Schedule** and any endorsements that apply sets out the insurance protection being provided in return for **Your** premium. It also tells **You** how to make a claim and how to contact **Us**. **You** must read all of these documents carefully. Please contact **Us** immediately if this insurance does not meet **Your** requirements.

Option to Cancel

You may cancel this **Policy** within 14 days of its issue (provided **You** have not commenced the **Trip**) and, subject to **You** not having or intending to make a claim, a full refund of premium will be made. If **You** choose to cancel and a claim has been made or the **Trip** has commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, 7 days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Period of Cover** will be refunded pro rata.

Words with Special Meanings

The words and phrases shown in bold have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this **Policy**.

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

Close Relative – Mother, father, sister, brother, wife, husband, fiancé(e), common-law spouse (including their immediate relatives), partner, daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, foster child and legal guardian.

Consent – **Your** agreement on **Your** own behalf; and, where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and **Your** warrant that, **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and **Your** warranty that, where **You** are NOT the legal parent or guardian of the children under the age of 16 to be insured on the **Policy** but **Your** spouse or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

Europe – all countries in mainland Europe, West of the Ural Mountains, Mediterranean Island, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, the Azores and Eire.

Excess – the amount of money **You** will have to pay per person per claim per section towards the cost of the claim.

Family and Couple – the insured and married spouse, or couples (including same sex) who have been cohabiting partners for more than 6 months and unmarried dependent children (including adopted, foster and step-children)

aged up to 18 (or under age 23 if in full-time education), living in the same household (except children when attending full-time education). Children are only covered when travelling with **You** or **Your** spouse or partner.

Illness – a sudden and unexpected deterioration in health not caused by bodily injury.

Insured Journey/Trip – a Leisure trip not exceeding the maximum number of days for which **You** have paid premium and which is shown on **Your Policy Schedule**, commenced and ended during the **Period of Cover** from or within the **United Kingdom**.

Insured/Insured Person/You/Your – any person named on the **Policy Schedule** who is eligible to be insured and for whom premium has been paid.

Nuclear, Chemical or Biological Terrorism Act – the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any chemical agent and/or biological agent during the period of this insurance.

“Chemical” agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. “Biological” agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animal or plants.

Period of Cover – the period to which the **Policy** applies, as indicated by the **Period of Cover** on **Your Policy Schedule**.

Policy Schedule – the invoice issued by **Your** Tour Operator or Travel Agent which shows important details including **Your** premium amount and details of **Insured Persons** who are covered by this **Policy**. Please keep it with the **Policy Wording**.

Policy Wording/Policy – this document that contains full details of the cover provided plus the conditions and exclusions that apply. **You** must read this **Policy Wording** carefully.

Strike or Industrial Action – any form of industrial action taken by workers, which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

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

Valuables – jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, fur or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to iPods, iPads, Kindles and the like and associated software.

War Risks and Civil Hazards

A. Any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection or military usurped power (whether declared or not) or United Nations or NATO enforcement action

B. Explosion of war weapon(s), utilisation of chemicals weapons or biological weapons, the release of weapons of mass destruction or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the county in which the act occurs.

We/Us/Our – ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE, other than where specifically defined elsewhere in the **Policy**.

Section 1 - Cancellation and Curtailment

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable cancellation of a **Trip** in relation to all travel charges that **You** have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the **Trip** that **You** are necessarily and unavoidably required to cancel due to an event which is as a result of the following:

1. The accidental bodily injury, **Illness** or death of **You** or that of a **Close Relative**, a **Close Business Associate** or a friend (with whom **You** have arranged to travel or stay).
2. **Your** pregnancy, where confirmation of **Your** pregnancy by a hospital or registered medical practitioner is announced to **You** after **You** have bought the **Policy** and booked the **Trip** and the cancellation is certified by a medical practitioner as necessary due to the complications of pregnancy or childbirth provided **You** cancel **Your Trip** within seven days.
3. 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.

Exclusions applying to this Section – What is not covered

Any cancellation or curtailment arising from:

1. Circumstances that could reasonably have been anticipated at the time **You** booked **Your Trip** or purchased this insurance.
2. **Your** disinclination to travel or to continue with **Your Trip** or **Your** loss of enjoyment of the **Trip**.
3. Terrorism that has not been advised by the Foreign, Commonwealth & Development Office (FCDO), including **Your** fear of travelling.
4. Any additional costs or expenses due to **Your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **Your Trip**.
5. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied or to obtain the required passport.
6. Psychological/mental illness suffered by **You** unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field.
7. The **Excess** as shown in the **Summary of Cover**.

Section 2 - Travel delay and disruption

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover** following travel delay and disruption.

A. Travel delay on outward journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which **You** are scheduled to travel.

1. The amount as shown in the **Summary of Cover** for each full twelve-hour period that **You** are delayed or
2. The full deposit or cancellation charges (non-recoverable) if, after 12 hours delay to **Your** outward journey from the **United Kingdom**.

B. Missed departure

Disruption of **Your** scheduled travel itinerary due to the failure or delay of any pre-booked public transport to the **Trip** destination point.

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) to the original booking, necessarily incurred to reach the booking destination.

Exclusions applying to this Section – What is not covered

1. Travel delay caused by **Strike** or **Industrial Action** that started or was announced before **Your Trip** was booked or the insurance was purchased.
2. Costs or charges for which the airline or the provider of transport or accommodation will compensate **You**.
3. Circumstances that could reasonably have been anticipated at the date the **Policy** was bought or the **Trip** was booked.
4. Payment shall not be made under both this section and Section 3 in respect of the same event.
5. The **Excess** as shown in the **Summary of Cover**.

Section 3 - Emergency medical and repatriation expenses

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**. If an **Insured Person** sustains actual bodily injury or suffers **Illness** outside the **United Kingdom** (unless specifically covered below), **We** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in the **Summary of Cover** on page 1, which are necessarily incurred in respect of the following:

A. Emergency medical and repatriation expenses as a direct result of bodily injury or illness

1. Medical and surgical treatment and prescribed medication
2. Hospitalisation charges, nursing home and additional accommodation during recuperation.
3. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
4. The cost of taxi fares necessarily incurred.

Exclusions applying to this Section – What is not covered

1. Admission to a private hospital/clinic unless approved by Our Assistance Company.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **You** incur more than 12 months after the occurrence of the bodily injury or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any claims for costs related to pregnancy or childbirth unless the claim is certified by a medical practitioner as necessary due to complications of

pregnancy or childbirth.

6. Costs of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the **Trip**.
8. Any expense where you have not complied with the terms under the Pre-existing Medical Conditions on page 1.

B. Emergency repatriation or evacuation of the Insured Person as a consequence of illness or bodily injury

1. Costs of **Your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by **Us** provided **You** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home.
3. Repatriation of accompanying **Family and Couple** members where an **Insured Person** has been hospitalised or has died.
4. Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

C. Funeral expenses and body repatriation

1. Cost of returning **Your** body or ashes to **Your** home address and/or the cost of cremation or burial in the country where death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one relative to travel out and accompany the remains.
3. Cover in the **United Kingdom** applies but is limited to the amount shown in the **Summary of Cover**.

Exclusions applying to this Section – What is not covered

1. Any costs of repatriation or evacuation as a result of **Your** taking part in any excluded Hazardous Activities and Sports including dangerous expeditions or from an area which is considered by **Us** to be a **War Risk or Civil Hazard** area.
2. Any expense that **You** incur more than 12 months after the occurrence of the bodily injury or **Illness** to which the claim refers.
3. The **Excess** as shown in the **Summary of Cover**.

Additional conditions applying to this Section

1. All cover under this section must be prescribed or recommended by a medical practitioner. If **You** are admitted as an in-patient in a hospital, or clinic **You** must notify **Our** Assistance Company immediately and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs, as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
2. **Our** Assistance Company's doctors have the authority on **Our** behalf to decide whether or not repatriation is preferable based on an evaluation of **Your** medical condition.
3. Where repatriation, or evacuation is required, **We** will decide on the mode of transport taking into consideration **Your** medical condition, any medical requirements and the accessibility of **Your** location. The transport can be carried out by air ambulance, helicopter, scheduled or charter aeroplane, train, taxi and/or with other persons e.g. on scheduled or charter flights (economy class).
4. **You** are required to ensure that **You** have received the vaccinations recommended by the World Health Organisation "WHO" or **United Kingdom** public health authority prior to **Your** travel including malaria medication. If **You** fail to take such precautions and it is determined that the **Illness** is a result of **Your** negligence, **Your** cover under this Section may be void.

Section 4 - Personal Accident

This section of the **Policy** sets out the cover **We** provide in total per **Insured Journey** to each **Insured Person** up to the sum insured shown in the **Summary of Cover**, who sustains bodily injury as a sole and direct result of an accident during the **Trip** giving rise to death occurring within 12 months of the accident, loss of one or more limbs, or one of both eyes 50%, Permanent total disablement 100%.

Exclusions applying to this Section – What is not covered

1. Any insurance event arising as a consequence of a **Nuclear, Chemical or Biological Terrorism Act**.
2. Any bodily injury which is a consequence of **Terrorism** or which occurs in an area which is regarded by **Us** as a **War Risk and Civil Hazard area**
 - i. Any insurance event arising from **You** being the driver, rider or passenger of a quad bike, all-terrain vehicle or motorcycle when **You** are not wearing a crash helmet, whether legally required locally or not.
 - ii. **Your** participation in any excluded Hazardous Activities and Sports.

Section 5 - Personal Effects and Money

Loss of or damage to luggage and personal effects, cash, travel tickets all being owned and taken on the **Trip**, or purchased during the **Trip**, by **You**.

Conditions: **You** shall

1. Take all reasonable care for the supervision of the property
2. Immediately report all loss or damage to property to either the police or other relevant authority and obtain from them a written report in substantiation of the claim. All necessary action to recover the property should be undertaken and produce receipts or other evidence of value and ownership should be provided where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
3. Retain all damaged items. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **We** may at **Our** option replace, reinstate or repair the lost or damaged items.
4. Loss or damage to spectacles or sunglasses will be limited to £150 in total.

Exclusions applying to this Section – What is not covered

1. Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit
2. Telecommunications and motor vehicle related equipment and accessories.
3. Loss or damage:-
 - (a) Dentures, or hearing aids, dental or medical fittings
 - (b) Sports equipment and protective clothing – whilst in use
4. Loss or damage in the custody of an airline or other carrier recoverable from such carrier.
5. Any damage to, caused by or resulting from fragile or perishable articles whilst in transit.
6. The **Excess** as shown in the **Summary of Cover**.

Section 6 - Luggage Delay

If **Your** entire luggage is temporarily lost or delayed in transit on the outward journey and not returned to **You** within 12 hours of the discovery of same **We** will pay **You** up to the Sum Insured with a payment up to £100 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**.

Section 7 - Personal Liability

This section of the **Policy** sets out the cover **We** provide in total, per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, in relation to personal liability.

A. Costs and expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Cover resulting in

1. Loss of or damage to material property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family and Couple** or household or of a person in **Your** service.
2. Bodily injury, death or disease to any third party who is not an **Insured Person**, a member of **Your Family and Couple** or household or in **Your** service.

The indemnity provided by this section extends to cover costs and expenses recoverable by **You**, provided they were incurred before the date on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **You** with **Our** written consent. In the event of **Your** death **Your** personal representative will receive the benefit of cover provided by this section.

Exclusions applying to this Section – What is not covered

1. Where legal liability arises directly or indirectly out of
 - i. **Your** trade profession or business contractual liability unless such liability would have attached in any event in the absence of such contract
 - ii. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft, watercraft or any mechanically or electrically propelled vehicle or lift
 - iii. **You** having transmitted disease to other persons via infection or otherwise
 - iv. wilful, malicious or criminal acts ownership, possession or use of animals or firearms ownership of any land or buildings.
2. Any fines or other penalties.
3. Legal liability in respect of loss or damage to any property owned or held in trust by **You** or in **Your** custody or control than use of a hotel and other similar temporary accommodation.
4. Any liability arising out of actions between **Insured Persons**

Additional conditions applying to this Section

1. If **You** know of any insurance event, which may result in a claim under this section **You** must
 - i. inform **Us** in writing without delay.
 - ii. send all correspondence and legal documents to **Us** answered.
 - iii. not discuss liability with any third party.
2. No admission, offer, promise, payment or indemnity may be made by **You** without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may at **Our** own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. Where more than one **Insured Person** is involved in the same insurance event, the maximum **We** will pay in total is £1,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

Section 8 - Legal Costs and Expenses

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

DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, Registered in England and Wales, Company Number 103274, Website: www.das.co.uk.

DAS 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 **Policy Period**
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 the **Insured Persons** behalf, **Costs And Expenses** incurred following an **Insured Incident**, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000
- b. the most **DAS** will pay in **Costs and Expenses** is no more than the amount **DAS** would have paid to a **Preferred Law Firm**. The amount **DAS** will pay a law firm (where acting as **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **DAS** within the time limits allowed that the **Insured Person** wants to appeal. Before **DAS** pay the **Costs and Expenses** for appeals, **DAS** must agree that **Reasonable Prospects** exist
- d. for an enforcement of judgement to recover money and interest due to the **Insured Person** after a successful claim under this section, **DAS** must agree that **Reasonable Prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **Costs and Expenses** is the value of the likely award.

What **DAS** will not pay

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** 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 the **Insured Person**.

Costs and Expenses

- a. All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.

- b. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them or the **Insured Person** pays 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 the **Insured Person** first became aware of it.)

Insured Incident

A specific or sudden accident that causes death or bodily injury to the **Insured Person**.

Insured Person

The person stated on the **Policy Schedule** as being insured.

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 the **Insured Person's** 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 the **Insured Person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgement), make 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**.

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**.

Exclusions applying to Section 8 – Also see General Exclusions

What is not covered

DAS will not pay for the following:

1. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
3. Defending an **Insured Person's** legal rights, but **DAS** will cover defending a counter-claim
4. Any claim relating to clinical negligence.
5. A claim where an **Insured Person** has failed to notify **DAS** of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **DAS** consider their position has been prejudiced
6. An incident or matter arising before the start of this cover.
7. **Costs and Expenses** incurred before **DAS'** written acceptance of a claim.
8. Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
9. Any legal action an **Insured Person** takes that **DAS** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **DAS** or the **Appointed Representative**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

12. Any **Costs and Expenses** that are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.
13. A claim against Great Lakes Insurance SE, ERGO Travel Insurance Services Ltd or their respective agents.
14. Any claim where **You** are not represented by a law firm or barrister.

Conditions applying to Policy Section 8

- 1a. On receiving a claim if legal representation is necessary, **DAS** will appoint a **Preferred Law Firm** as the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.
- b. If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
- c. If the **Insured Person** chooses a law firm as their **Appointed Representative** which is not a **Preferred Law firm**, **DAS** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However, if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.

The amount **DAS** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.

- d. The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim
- 2a. An **Insured Person** must fully co-operate with **DAS** and the **Appointed Representative**
- b. An **Insured Person** must give the **Appointed Representative** any instructions that **DAS** ask an **Insured Person** to give.
- 3a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**.
- c. **DAS** may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle any claim. An **Insured Person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so.
- 4a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **DAS** ask for this.
- b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance that **DAS** have to pay and must pay **DAS** any amounts that re recovered.
5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **Appointed Representative**.
6. If an **Insured Person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **Appointed Representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **Insured Person** and **Costs and Expenses** has paid.
7. If there is a disagreement between the **Insured Person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **Insured Person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk). 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 the **Insured Person** 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 the **Insured Person** and **DAS** or may be paid by either you or **DAS**.
8. **DAS** may require an **Insured Person** to get, at the **Insured Person's** 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 the **Insured Person** 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 the **Insured Person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

9. An **Insured Person** must:
- keep the terms and conditions of this section
 - take reasonable steps to avoid and prevent claims
 - take reasonable steps to avoid incurring unnecessary costs
 - send everything **DAS** asks for, in writing, and
 - 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 the claim, or alleged claim, and/or **DAS** will not pay the claim if:
- a claim an **Insured Person** has made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated, or
 - a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, an **Insured Person** is 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 the **Insured Person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

DAS will give an **Insured Person** 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.

An **Insured Person** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **Insured person** back depending on the **Insured Person's** 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 an **Insured Person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

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

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

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

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, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from You, the third party dealing with **Your** claim or from the authorised partner who sold this policy.

WHO DAS ARE

DAS is 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 DAS WILL 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 **DAS** are required to 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

Section 9: COVID-19 Cover

PLEASE NOTE: this section of cover extends the cover provided under Section 1 Cancellation and Curtailment and Section 3 Emergency Medical and Repatriation Expenses of **Your** Coach Holiday Travel Insurance Policy as follows:

A. Cancellation

We provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable cancellation of a **Trip** as a result of:

- You, Your Close Relative**, a member of **Your** household or travelling companion or a friend with whom **You** had arranged to stay has a diagnosis of COVID-19 within 14 days of **Your** booked departure date, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.
- You** being denied boarding on **Your** pre-booked outbound travel due to **You** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

What is covered

- The cost of all travel charges that **You** have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the **Trip** that **You** are necessarily required to cancel.

B. Curtailment

We provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover**, following necessary and unavoidable **Curtailment** of an **Insured Journey** as a result of:

1. Death of **Your Close Relative** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

What is covered

1. All reasonable additional travel expenses incurred by **You** in returning to **Your** home address in the **United Kingdom**.

C. Emergency medical and repatriation expenses

We provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured shown in the **Summary of Cover** in the event of an unforeseen medical emergency during an **Insured Journey** outside the **United Kingdom** as a result of **You** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

What is covered

1. Emergency medical and repatriation expenses:
 - a. Reasonable and necessary medical and hospital expenses, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
 - b. Returning **You** to the **United Kingdom** provided this is medically safe and authorised by **Us** or **Our** Assistance Company; and
 - c. The cost of a medical escort where this is deemed necessary by **Us** or **Our** Assistance Company, in the event of **Your** emergency repatriation to the **United Kingdom**; and
2. Reasonable additional travel and accommodation expenses (room only) for **You** to extend **Your** stay until **You** are medically fit to return to the **United Kingdom**; and
3. Reasonable additional travelling and accommodation expenses to repatriate **You** to the **United Kingdom** when **You** are denied boarding on **Your** pre-booked return travel due to **You** contracting COVID-19.
4. Confinement benefit: a benefit payment of £30 for each complete 24 hour period up to £300 where **You** are ordered into self-isolation in **Your** holiday accommodation by a relevant Government authority, as a result of **You** contracting COVID-19.

What is not covered applying to all sub-sections

Applicable in addition to any exclusion listed under **Section 1 Cancellation and Curtailment** and **Section 3 Emergency Medical and Repatriation Expenses** of this **Policy** including anything mentioned in the **General Exclusions**:

1. Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
2. Claims arising directly or indirectly from an outbreak of COVID-19 resulting in a national or local lockdown or any restrictions of movement affecting the area where **Your** home is located, the country or specific area or event to which **You** were travelling to or through, existing or being publicly announced by the date **You** purchased, renewed or extended this insurance or at the time of booking any **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.
3. Any claim where **You** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **You** purchased, renewed or extended this insurance, or at the time of booking any **Insured Journey**, whichever is later, or in the case of claims under sub-section C, started **Your Insured Journey** whichever was later.
4. **Your** quarantine when it has been imposed on a community, geographic location or vessel imposed by a government or public authority.
5. Any claim made under Section 9 COVID-19 cover in addition to a claim under either **Section 1 Cancellation and Curtailment** and **Section 3 Emergency Medical and Repatriation Expenses** of this **Policy**.

Additional conditions applying to all sub-sections

In addition to the additional conditions applying to **Section 1 Cancellation and Curtailment** and **Section 3 Emergency Medical and Repatriation Expenses** of this **Policy** including anything mentioned in the **General Conditions**:

We will require (at **Your** own expense) the following evidence where relevant:

1. A copy of the positive test result for COVID-19 **You** received from a registered medical practitioner.
2. Written confirmation from the scheduled public transport operator (or their handling agents) confirming the exact reason for which **You** were denied boarding, together with details of any alternative transport offered.
3. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
4. Any other official document or medical report confirming **Your** diagnosis for COVID-19 which leads to **Your** self-isolation, or need to cancel **Your Insured Journey**.

General Policy Conditions

Commencement of cover

Cover for cancellation commences for Single Trip policies on the 'issue date' shown on **Your Policy Schedule**, cover commences from the effective date when **You** leave **Your** usual place of residence to commence the **Trip**, and continues until the time of **Your** return to **Your** usual place of residence on completion of the **Trip** or expiry of the **Period of Cover** (whichever is the earlier).

Third party contracts act - A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.

Transferring Your interest in the Policy - You cannot transfer Your interest in this **Policy** to anyone else.

General Exclusions

Coronavirus

Any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to COVID-19 claims under Section 9 COVID-19 cover under this **Policy**.

Epidemic/Pandemic

Any epidemic or pandemic as declared by the World Health Organisation.

Foreseeable Circumstances

Any claims arising from circumstances, such as **Strike or Industrial Action**, that were known or could reasonably have been anticipated at the time a **Trip** was booked or the **Policy** or cover was purchased, whichever is later.

Travelling against Foreign, Commonwealth & Development Office (FCDO) Advice

Any travel undertaken to an area where the Foreign, Commonwealth & Development Office (FCDO) advise against all or all but essential travel or where it is deemed unsafe for **You** to travel. If **You** are unsure please check <https://www.gov.uk/foreign-travel-advice>

War Risks and Civil Hazards

The **Policy** covers **You** provided **You** are not in **Active Service/Taking Part** (see below) and

- a. provided that **Your** presence in such country or area is
 - i. attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **You** are travelling or
 - ii. attributable to involuntary diversion or transit due to Hijack, Kidnap or other occurrence beyond **Your** control, provided always that at the time of such Hijack, Kidnap or occurrence **You** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area
- b. for a maximum period of three days from the start of the hostilities or of the insurrection, where **You** are surprised by such events whilst out of **Your** country of residence in a country which, until that time was in a state of peace.

These exclusions apply to all sections of **Your Policy**. The sections of cover in this **Policy** have additional specific exclusions, which apply only to those sections of cover in which they are expressly referred to.

This **Policy** does not cover **Active Service/Taking part** – active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary force or as part of a voluntary peacekeeping force.

Making a claim

1. Before making a claim, please check the **Policy Schedule** and **Policy Wording** to see whether **You** have cover.
2. Please remember to keep relevant original receipts and reports (not photocopies), as they will be required for any claim. **You** must be able to document all expenses incurred.
3. Remember to quote **Your Policy** number.

For medical emergency, medical related expenses, repatriation and evacuation claims please call **Our** Assistance Company **Tel. 01403 288167** at any time of the day or night.

1. Please call **Our** Assistance Company as soon as possible for cases involving hospitalisation or if **You** need a medical referral.
2. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place, based on existing price agreement and provided the claims is valid.

For all other Non-medical claims Tel. 01403 288170 or download a claims form via www.ergotravelinsurance.co.uk/coach

Alternatively **You** can request a claim form by writing to:

ETI Services, PO Box 9, Mansfield, Nottinghamshire, NG19 7BL

Claims should be notified as soon as **You** become aware of the insurance event.

For Legal Costs and Expenses claims

Please contact **DAS** Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

tel. +44 (0) 117 934 0548 fax. +44 (0) 117 934 2109

Email: newclaims@das.co.uk

Claims should be notified as soon as **You** become aware of the insurance event.

No interest shall be added to any claims payments.

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 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 via automated means). **We** also use **Your** personal data to offer renewal of **Your Policy**, 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 Regulations and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processors are P J Hayman & Company 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 to **Us** 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

You have the 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

Further information

Other insurance

If any **Insured Person** claims under this **Policy** for something which is also covered by another insurance policy or by credit card insurance, the **Insured Person** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** pro rata share of any claim apart from a valid personal accident claim, which **We** will pay in full.

Rights and responsibilities

We will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require.

Complaints

We aim to provide the highest service standards at all times, however, if for any reason **You** are not satisfied, **We** would like to hear from **You**. The procedure below has been put in place to ensure that **Your** concerns are dealt with promptly and fairly. Please remember to quote **Your** name as shown on **Your Policy Schedule** and the **Policy** number and, if **Your** complaint is about a claim, the claim number in all correspondence and telephone calls. In the first instance, **We** would encourage **You** to write to **Us** and ask for **Your** complaint to be investigated:

ERGO Travel Insurance Services Ltd,

Afon House, Worthing Road, Horsham RH12 1TL, England

Email: contact@ergo-travel.co.uk

If **You** wish to make a specific complaint about the legal expenses section of **Your Policy**:

Section 8 - Legal Costs and Expenses, 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, Quay Side, Temple Back, Bristol, BS1 6NH
- completing **DAS** online complaint form at www.das.co.uk/about-das/complaints.

If a complaint still cannot be resolved to **Your** satisfaction, **You** have the right to refer to:

The Financial Ombudsman Service Exchange Tower, London E14 9SR.

The Financial Ombudsman Service can only deal with **Your** claim after **You** have followed the full complaints procedure.

Financial Services Compensation Scheme

You are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by calling 0800 678 1100 or 0207 741 4100.

Law applicable to Your contract

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **You** live, unless otherwise agreed by **Us** in writing. The only exception is if **You** live in the Isle of Man when the law of England and Wales will apply to this contract.

About Our Insurance Services

1. What is the purpose of this document?

This document sets out important information about who we are, the services we provide, the terms on which we agree to act for you and details of our statutory and regulatory duties.

It is important that you read this document carefully as it contains details of our statutory responsibilities and your contractual obligations. If there is anything that you do not understand you should inform us otherwise we will assume you are providing informed consent to these terms.

References in this document to 'we', 'us', and 'our' shall mean Arthur J. Gallagher Insurance Brokers Limited and references to 'insurers' shall include insurers, underwriters, managing agents and, where applicable, reinsurers with whom we place business.

2. Who are we?

Your Coach Travel Company is an Appointed Representative of Arthur J. Gallagher Insurance Brokers Limited which is a company incorporated in Scotland (registered number SC108909) whose registered office is at Spectrum Building, 55 Blythwood Street, Glasgow G27AT. You can find out more about us at www.ajginternational.com.

3. Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates the provision of financial services. Our registration number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

4. Whose products do we offer?

We only offer a product from a single insurer, full details of which can be found on the attached insurance policy document.

5. Which service will we provide you with?

We will be acting on a 'non-advised' basis; this means that we are happy to offer you information about the features and benefits of our products and services so you can decide which of these best suits your requirements. We are acting as the agent of the insurer and this is why we will not be making a recommendation to you about which insurance you should select.

6. How are we paid for our services

We are paid by way of Brokerage/commission, which is a percentage of the insurance premium paid by you.

Details of any fees/charges will be declared to you in advance of them being incurred so that you are able to make an informed decision. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you. This means that if the insurance policy is subsequently terminated, amended or cancelled, you may not get back the full amount you paid, subject to any statutory cooling off rights you may have.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

7. Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

8. Your policy documentation

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions as any failure to comply with these terms may invalidate your cover.

9. Your right to cancel

You have **14 days** from the date you received your policy document to cancel the policy and receive a refund of premium provided you have not taken a trip, made a claim or intend making a claim. Cancellation by you at any other time will mean you are not entitled to a refund of premium.

10. What to do if you have a complaint

You should contact the Travel Manager in the first instance who will try to resolve your complaint within three working days.
In writing: Arthur J. Gallagher Insurance Brokers Limited, Temple Circus House, Temple Way, Bristol, BS1 6HG
By Telephone: 0117 338 1025

We are committed to delivering the highest standards of customer care and we have procedures in place to investigate complaints. We undertake to:

- Try and resolve the complaint within 3 working days and write to you confirming if we have done so;
- Acknowledge any formal complaints promptly;
- Respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, we will write to you to explain why we have been unable to conclude the matter quickly. If we have been unable to resolve your complaint in eight weeks, we will write to you explaining the reason as to why this has not been possible. We will also advise you of your right to refer your complaint to the Financial Ombudsman Service (if applicable).

Financial Ombudsman Service

If you still feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; the address is:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 0234 567 (from landline) 0300 1239 123 (from mobile)

Email: complaint.info@financial-ombudsman.org.uk

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your statutory right to take legal action will not be affected.

Online Dispute Resolution Platform

The European Commission has established an Online Dispute Resolution Platform (ODR Platform) <http://ec.europa.eu/consumers/odr> that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase. The ODR platform will refer your complaint to the Financial Ombudsman Service which will then pass it on to Arthur J. Gallagher.

11. Are we covered by the Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the Financial Services Compensation Scheme ('FSCS') should we be unable to meet our obligations and subject to eligibility. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: <http://www.fscs.org.uk>. Separately, your insurer and or you may be covered by a different compensation scheme.

12. How your money is handled

In our role as intermediary between you and your insurer, we may hold money either paid by you to be passed on to your insurer or paid to us by your insurer to be passed on to you. For your protection, money received from you, or money to be paid to you, will be held by us in accordance with FCA rules.

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you. Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it. Money we hold as your agent is referred to as 'Client Money'. FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ("NST"). The aim of the NST is to protect you in the event of our financial failure.

13. How we use your data

Arthur J. Gallagher Insurance Brokers Limited is the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice at www.ajginternational.com/privacy-policy. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.