



UK HOLIDAY CANCELLATION - TRAVEL INSURANCE POLICY - CONTRACT NUMBER 732UHC19

This policy is a CONTRACT OF INSURANCE arranged by the specialist travel insurance broker Global Travel Insurance Services Ltd. This document contains details of the cover, conditions and exclusions relating to each **insured person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a schedule issued by Global Travel Insurance Services Ltd upon which the premium paid is stated and is valid in respect of **trip** departures up to 31/12/2019.

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, who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance policy. Subject to terms and conditions and maximum specified sums insured.

Important: This insurance policy will have been sold to **you** on a non-advised basis and it is therefore for **you** to read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of **your** requirements. If upon reading this policy **you** find it does not meet all of **your** requirements, please refer to the Statutory cancellation rights section on page 1 below. This policy is underwritten by ERV, ERV is incorporated and regulated under the laws of Germany, as Europäische Reiseversicherung A.G., and trades in the UK as ETI - International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN-www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. **Towergate 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 Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN. 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 schedule issued by Global Travel Insurance Services Ltd and any endorsement are all part of the policy. **Your** policy is evidence of the contract of insurance.

DEFINITION OF GEOGRAPHICAL AREAS

Area 1. United Kingdom: England, Scotland, Wales, Northern Ireland and the Isles of Scilly.

SPECIAL CONDITIONS

There is no requirement for **you** to declare **your** medical conditions. However to be covered for any medical conditions **you** have or have had, **you** must be able to comply with the following Special conditions:

1. No **trip** is booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
2. If **your** health changes after the start date of **your** policy **you** must contact **us** to make sure that **your** cover is not affected.
3. If **you** have a medical condition, **you** must obtain verbal confirmation from **your medical practitioner** that there is no reason why **you** should not travel and **you** must ensure that this confirmation is recorded in **your** notes.

You must also refer to What is not covered.

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 **United Kingdom**.
2. 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.

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 Global Travel Insurance Services Ltd 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 Global Travel Insurance Services Ltd. 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.

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

COMPLAINTS PROCEDURE

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

WHEN YOU CONTACT US: Please give **us** **your** name and a contact telephone number. Please quote **your** policy and/or claim number, and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint. **INITIATING YOUR COMPLAINT:** Any enquiry or complaint **you** have regarding a claim notified under **your** policy, may be addressed to: **Towergate Travel Claims Department, PO Box 1188, Doncaster, DN1 9PQ Telephone: 03450 744 838 Email: towergatetravelclaims@directgroup.co.uk**

Any complaint **you** have regarding **your** policy, may be addressed to: **The Managing Director, Global Travel Insurance Services Ltd, 59/61 Lyndhurst Road, Worthing, West Sussex, BN11 2DB, Tel 01903 235042.**

If **we** have given **you** **our** final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** complaints procedure has been exhausted. The Financial Ombudsman can be contacted at: **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 Fax: (020) 7964 1001. Email: complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.** This procedure will not affect **your** rights in law.

HOW TO MAKE A CLAIM

If **you** need to make a claim please contact **Towergate Travel Claims Department** on **03450 744 838** (opening hours 9am - 5pm Monday - Friday excluding Bank Holidays) and ask for a Claim form and Claims evidence sheet or write to **Towergate Travel Claims Department, PO Box 1188, Doncaster, DN1 9PQ**. Email: towergatetravelclaims@directgroup.co.uk You can also download a pdf of the claim form at: <http://www.towergatechapmanstevens.co.uk/coach-travel-insurance.aspx>

In respect of Legal costs and expenses please contact: DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH Tel: +44 (0)117 934 2000 Fax: +44 (0)117 934 2109. 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** provided **us** with as much detail as possible to enable **us** to handle **your** claim promptly and efficiently. Please keep copies of all the documentation **you** send to **us**.

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.

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.

Bodily injury An 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.

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 or step-sister, foster child or legal guardian.

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

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

Period of Insurance From the date of booking and terminates on the date of departure as shown on the Schedule.

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.

Terrorism An 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.

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.

We/Our/Us/Ourselves— ETI-International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV) (in the Legal costs and expenses section **we, our, us** refers to DAS Legal Expenses Insurance Company Limited).

You/Your/Yourself/Insured person – Any person named on the schedule issued by Global Travel Insurance Services Ltd who is eligible to be insured and for whom a premium has been paid.

Section 1 - Cancellation

What is covered

We will pay **you** up to the amount stated on the Schedule but no more than £5,000 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 any person who **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**/their 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 or 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.

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.

What is not covered

1. The first £50 of each and every claim, per incident claimed for, under this section, limited to £25 for claims for loss of deposit only.
2. Where **you** (or any person upon whose health the **trip** depends) have or have had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing, unless **we** have agreed in writing to cover **you**.
3. Any terminal illness suffered by **you** (or any person upon whose health the **trip** depends).

4. Any medical condition for which **you** (or any person upon whose health the **trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention.
5. 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**.
6. Anything arising directly or indirectly from:
 - a) **your** reluctance to travel or financial reasons other than involuntary **redundancy**.
 - b) bankruptcy or liquidation of any travel agent, tour operator, **public transport** provider or transportation company.
 - c) the tour operator or anyone **you** have made travel or accommodation arrangements with failing to provide such arrangements.
 - d) being called as an expert witness or where normal employment would require your attendance at a court of law.
 - e) **your** failure to obtain the required passport or visa.
7. 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.
8. Anything mentioned in the General exclusions on page 3. **You** should also refer to the Special Conditions on page 1.

General exclusions

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

1. **Your** suicide, deliberately injuring **yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk, (unless **you** are trying to save someone's life).
2. **Your** 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 over 125cc.
10. **You** mountaineering 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.
14. **Your** participation in any illegal act.

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 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.
5. **You** must take all reasonable steps to avoid injury, illness, disease, loss, theft or damage 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** wilful 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.

FAIR PROCESSING NOTICE

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Towergate Underwriting Group Limited (part of the Ardonagh Group of companies) is the Data Controller of the information **you** provide to **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**.

You can contact **us** for general data protection queries by email to DataProtection@ardonagh.co.uk or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise **us** of as much detail as possible to comply with **your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **your** enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information then **we** will be unable to offer **you** the product or service requested.

How do we use your personal information?

We will use **your** personal information to:

assess and provide the products or services that **you** have requested communicate with **you** develop new products and services undertake statistical analysis.

We may also take the opportunity to:

contact **you** about products that are closely related to those **you** already hold with **us** provide additional assistance or tips about these products or services notify **you** of important functionality changes to our websites.

We make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim or to discuss renewal of **your** insurance contract). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them.

To ensure confidentiality and security of the information **we** hold, **we** may need to request personal information and ask security questions to satisfy **ourselves** that **you** are who **you** say **you** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **you** provide to **us**, including information provided via forms **you** may complete on **our** websites, and information which **we** may collect from **your** browsing (such as clicks and page views on **our** websites).

Any new information **you** provide to **us** may be used to update an existing record **we** hold for **you**.

When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested.

If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **your** information with anyone **you** have authorised to deal with **us** on **your** behalf.

How long do we keep your information for?

We will not keep **your** personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **we** provide. In certain cases, **we** will keep **your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **you** or a third party at a future date, even after **your** contract with **us** has ended.

Your rights

Under data protection law **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**.

Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to be forgotten.

We may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **you** are unhappy with.

Further details of **your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

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

For all claims

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

Cancellation

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