DEMANDS AND NEEDS

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

IMPORTANT

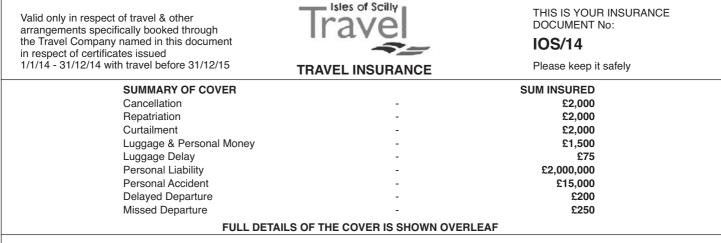
This insurance policy will have been sold to You on a non-advised basis and it is therefore for You to read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of Your requirements. If upon reading this policy You find it does not meet all of Your requirements, please refer to the relevant Option To Cancel section.

THIS IS YOUR INSURANCE DOCUMENT - PLEASE READ IT CAREFULLY

This policy is underwritten by ERV. ERV is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G and trades in the UK as ETI-International Travel Protection (ERV), Companies House Registration FC 25660 and Branch Registration BR 007939 ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN – www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

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

In return for having accepted Your premium We will in the event of bodily injury, death, illness, disease, loss, theft, damage legal liability or other events happening within the Period of Insurance provide insurance in accordance with the operative sections of Your policy



Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) by writing to the issuer of this policy during the cancellation period. Any premium already paid will be refunded to You providing You have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the cancellation period by writing to the issuer of this policy. If You cancel after the cancellation period no premium refund will be made.

Non payment of premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

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

EMERGENCY ASSISTANCE & REPATRIATION In the event of death or in the event of injury or illness resulting in any of the following, immediate contact must be made with the Medical Assistance Service:- (i) HOSPITALISATION	Claims must be notified immediately in writing to TOWERGATE CHASE PARKINSON
(ii) REPATRIATION (iii) ALTERATION IN TRAVEL PLANS SPECIALTY ASSISTANCE LTD	P.O. Box 416, West Byfleet, Surrey, KT14 7YE Tel: 0844 892 1697 Fax: 0844 892 1699 eMail: chaseparkinson@towergate.co.uk
Telephone: +44 (0) 20 7902 7405 Fax: +44 (0) 20 7928 4748 When calling state Your identity, this Document No. and the identity and telephone number of the treating doctor.	In the event of a claim both this document and the Booking Confirmation/Invoice must be produced.

HEALTH CONDITIONS

These apply to the Cancellation, Curtailment and Personal Accident sections. It is very important that You read and understand the following:
 You will not be covered if You travel against the advice of a Medical Practitioner or where You would have been advised not to travel if You had sought their advice before beginning Your Trip.

2. You will not be covered for any claim arising from a medical condition of someone You were going to stay with, a travelling companion, a Close Relative or a Business Associate if You are aware of the medical condition at the time Your policy was purchased.

3. You will not be covered if You know You will need medical treatment during Your Trip or You are travelling specifically to obtain treatment.

4. You will not be covered for any directly or indirectly related claim if You had been given a terminal prognosis at the time your policy was purchased.

5. You will not be covered if You were waiting for medical treatment as an hospital in-patient or were under investigation for a medical condition when Your policy was issued.

DEFINITIONS

We/Our/Us – ETI-International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV)

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

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

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

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

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

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

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

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

CANCELLATION

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

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

Exclusions

(i) The first £40 (£80 per family) (£10 for deposits only) of each and every claim per event for each **Insured Person** claimed for under this section. (ii) Any additional charges incurred as a result of any delay in the **Insured Person** cancelling the booked arrangements

Exclusions and Conditions:- below

REPATRIATION EXPENSES

We will pay You up to the Sum Insured

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

Exclusions and Conditions:- below

CURTAILMENT

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

Exclusions applying to Repatriation Expenses and Curtailment

(i) The first £40 (£80 per family) of each and every claim per event for each **Insured Person** claimed for under this section (ii) Medical conditions existing prior to the payment of the insurance premium or any consequence thereof in respect of which a **Medical Practitioner** would advise against travel or that treatment may be required during the duration of the **Trip** (iii) (a) Manipulative treatment (b) Alternative medicine (iv) Medical conditions existing prior to payment of the insurance premium in respect of which the sick or injured person has or has had symptoms which are awaiting or receiving treatment, investigation, tests, referral or the results of these unless We have agreed in writing, to cover You (v) The cost of replenishing supplies (vi) Any surgery, treatment or investigations for which You intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures) (vii) (a) Any costs incurred in respect of treatment that can reasonably wait until You have returned to the United Kingdom (b) Cover only applies for emergency treatment necessary in respect of illness or injury occurring during the Trip and does not cover costs in respect of treatment of any underlying or related medical condition (viii) All claims following You acting against medical advice (ix) Any expenses incurred more than 12 months after the date of the illness or injury occurring (x) Your travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider. (xi) Any condition related to exposure to the sun (xii) Dental Treatment (xiii) Any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to complications of Pregnancy and Childbirth.

Conditions applying to Repatriation Expenses and Curtailment

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

LUGGAGE and PERSONAL MONEY

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

Conditions

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

Exclusions applying to Luggage and Personal Money

(i) The first £40 of each and every claim per event for each **Insured Person** claimed for under this section (ii) Liability in excess of £100 in respect of personal money (iii) Liability in excess of £200 in respect of **Valuables** (iv) Liability in excess of £200 in respect of any one article or set of articles (including disc collections) (v) Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit (vi) Telecommunications and motor vehicle related equipment and accessories (vii) Loss or damage to:- (a) Spectacles, sunglasses, dentures, or hearing aids, dental or medical fittings (b) Sports equipment and protective clothing (viii) Loss or damage in the custody of an airline or other carrier recoverable from such carrier (ix) Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

LUGGAGE DELAY

If **Your** entire luggage is temporarily lost or delayed in transit on the outward journey from the United Kingdom and not returned to **You** within 24 hours of the discovery of same **We** will pay **You** up to the Sum Insured with a payment up to £25 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**.

PERSONAL LIABILITY

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

Exclusions

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

agreement) unless such liability would have attached notwithstanding any such agreement.

PERSONAL ACCIDENT

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

Table of Compensation

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

Definitions

Loss of Limb: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg. Loss of sight: total or irrecoverable loss of sight which shall be considered as having occurred: a) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist and b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. Permanent total disablement: bodily injury other than above which totally incapacitates **You** from engaging in or attending to any occupation for at least twelve calendar months from the date of the injury and at the end of that time rendering **You** beyond hope of improvement.

Provided that: (i) the benefit payable under (a) above is reduced to \pounds 1,000 if **You** are under the age of 16 or over the age of 65 at the time of death or if death occurs as a result of ownership, possession or use of any mechanically propelled vehicle (ii) the total compensation in respect of each **Insured Person** shall not exceed the Sum Insured.

DELAYED DEPARTURE

In the event of the departure of the initial outward journey from the United Kingdom mainland or the final return journey to the United Kingdom mainland (excluding stopovers where **You** were scheduled to remain officially in transit) being delayed due to failure or disruption of such pre-booked public transport **We** will compensate **You** as follows:

- 1. To the Isles of Scilly from the UK mainland: £50 after the first full 10 hours delay and a further £50 after each subsequent 10 hours up to £200.
- From the Isles of Scilly to the UK mainland: £50 after the first full 6 hours of delay and a further £50 after each subsequent 12 hours up to £200.

PET COVER

We will pay You £20 after the first full 24 hours of delay and a further £20 after each subsequent 24 hours of delay up to £100 for maintaining Your dog or cat in prebooked registered kennels or cattery.

Exclusions applying to Delayed Departure

(i) Any claim not supported by a letter from the airline, railway company or shipping line giving the reason for the delay and confirming the scheduled departure time and the actual departure time of the flight, international train or sea vessel. (ii) Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the issue of **Your** policy.

MISSED DEPARTURE

In the event of **You** unavoidably missing the pre-booked departure of the outward **Trip** from the United Kingdom or the final return **Trip** to the United Kingdom mainland as a result of:

- 1. the failure or disruption of pre-booked connecting public transport,
- 2. an accident to or breakdown of the vehicle in which You are travelling, or
- an accident or breakdown happening ahead of You on a motorway or dual carriageway which causes unexpected delay to the vehicle in which You are travelling

We will reimburse You up to the sum insured in respect of the cost of the additional travelling expenses incurred in reaching Your overseas destination or returning to the United Kingdom mainland if You are unable to reasonably reorganise the travel plans and as a result are stranded at such a final departure point.

Special conditions relating to claims

- If You make a claim caused by any delay happening on a motorway or dual carriageway, You must get written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
- 2. You must allow enough time for the public transport or other transport to arrive on schedule and to deliver You to the departure point.

Exclusions

- An accident to or breakdown of the vehicle in which You are travelling for which a professional repairer's report is not provided.
- (ii) Breakdown of any vehicle owned by **You** which has not been serviced properly and maintained in accordance with the manufacturer's instructions

GENERAL EXCLUSIONS

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

 Any claim (a) sustained whilst suffering from alcoholism or drug addiction (b) attributable to the influence of alcohol or drugs not prescribed by a qualified Medical Practitioner (c) due to or arising out of (i) stress, anxiety or depressive conditions, suicide or attempt thereat, psychiatric illness, terminal illness, any deliberate exposure to danger, a criminal act (ii) engaging in winter sports (unless appropriate premium paid), mountaineering or rock climbing involving the use of ropes or guides, pot holing, racing, or any other hazardous pursuits (iii) flying other than as a passenger in a fully licensed aircraft.

- 2. Any circumstances manifesting themselves subsequent to the date of booking the **Trip** but prior to the date of issue of the insurance.
- 3. Any costs or expenses which are recoverable from any other source.
- 4. Any liability, howsoever arising, resultant from (i) the use of either faulty or inferior property or property not fulfiling its purpose (ii) the lack of provision of any service or the provision of such service not being of an appropriate standard (iii) withdrawal from service (temporary or otherwise) of a coach, an aircraft or sea vessel on the recommendation of a Port Authority, Civil Aviation Authority or of any similar body.
- 5. Any liability resulting either directly or indirectly from any supplier of travel or associated services ceasing to trade.
- Any consequence of war, invasion, act of foreign enemy, act of terrorism, hostilities whether war be declared or not, civil war, riot, civil commotion or workers or other persons taking part in a labour dispute, rebellion, insurrection, military or usurped power.
- 7. Loss, destruction or damage to any property, legal liability, injury, expense or indemnity of whatsoever nature arising directly or indirectly from or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or waste or any nuclear component of whatsoever nature.
- 8. Unless **We** provide cover under this insurance any other loss, damage or additional expense following on from the event for which **You** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, cost incurred in preparing a claim or loss of earning following injury or illness.
- 9. Your travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

GENERAL CONDITIONS

 \mathbf{You} must comply with the following conditions to have the full protection of \mathbf{Your} policy.

If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

- The insurance premium is not refundable under any circumstances other than during the period as defined in the paragraph headed 'Statutory Cancellation Rights' on page one.
- 2. Cover for children aged under 2 is limited to Cancellation, Medical and Repatriation expenses only.
- This policy does not cover any person who is not normally resident in the United Kingdom.
- 4. You shall take all reasonable precautions to avoid injury loss or damage.
- If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability We will not pay more than Our proportional share (not applicable to Personal Accident).
- 6. (i) (a) The travel company named in this document is not a servant or agent or employee of Us (b) You shall at the time of effecting this insurance disclose to Towergate Chase Parkinson directly any facts that could affect Our decision to provide insurance to You (ii) if, after the payment of the premium and the issue of cover, but before commencement of travel, You or any other person upon whose health the Trip is dependant shall suffer from any medical condition which may affect the travel plans or may require medical intervention during the Period of Insurance then such condition shall be disclosed to Towergate Chase Parkinson immediately.
- 7. On the happening of any event which may give rise to a claim You shall (a) give immediate written notice but in any event within 28 days of the date of the occurrence to Towergate Chase Parkinson (b) furnish at Your expense such reports information and proof as may reasonably be required.
- 8. You are not at the time of effecting this insurance aware of any circumstances which are likely to result in a claim under this policy.
- All liability shall cease upon Your return to the United Kingdom or upon Your admission into medical care in the United Kingdom whichever shall be the sooner.
- 10. You and We are free to choose the law applicable to this policy. As We are based in England, We propose to apply the laws of England and Wales and by purchasing this policy You have agreed to this.
- 11. We shall be entitled at Our own expense to take any proceedings We consider reasonable in name to recover any payment made under this policy and any amount so recovered shall belong to Us.
- You must not act in a fraudulent manner. If You or anyone acting for You:
 Make a claim under the policy knowing the claim to be false or frauduently exaggerated in any respect; or
 - Make a statement in support of a claim knowing the statement to be false in any respect; or
 - Submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - make a claim in respect of any loss or damage caused by Your wilful act or with Your connivance.

Then

- We shall not pay the claim.
- We shall not pay any other claim which has been or will be made under the policy.
- We may at Our option declare the policy void.

- We shall be entitled to recover from You the amount of any claim already paid under the policy.
- We shall not make any return of premium.
- We may inform the Police of the circumstances.

COMPLAINTS PROCEDURE

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

When you contact us

Please give **Us Your** name and a contact telephone number.

Please quote **Your** policy and/or claim number, and the type of policy **You** hold. Please explain clearly and concisely the reason for **Your** complaint.

Initiating your complaint

Any enquiry or complaint You have regarding Your policy or a claim notified under Your policy, may be addressed to: The Managing Director, Towergate Chase Parkinson, P.O. Box 416,West Byfleet, Surrey KT14 7YE.

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** complaints procedure has been exhausted.

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

This procedure will not affect Your rights in law.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Towergate Chase Parkinson and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

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

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

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

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