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 statutory cancellation rights 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, happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy

Valid only in respect of certificates issued 1/2/16 - 31/1/17 with travel completed by 31/1/18



THIS IS YOUR INSURANCE DOCUMENT No:



Please keep it safely

SUMMARY OF COVER Cancellation

FULL DETAILS OF THE COVER IS SHOWN OVERLEAF

SUM INSURED £1,500

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.

<u>Claims</u>

if you need to make a claim please contact

TOWERGATE CHASE PARKINSON

P.O. Box 416, West Byfleet, Surrey, KT14 7YE

Tel: 0344 892 1697 Fax: 0344 892 1699 Email: chaseparkinson@towergate.co.uk

In the event of a claim both this document and the booking confirmation/invoice must be produced.

Health Conditions:

You must be able to comply with the following conditions to have the full protection of your policy.

If you do not comply we may refuse to deal with any relevant claim or reduce the amount of any relevant claim payment.

You must telephone the medical screening line on 0330 123 3549 if anyone to be covered by this policy, or any person upon whose health the trip depends: 1. Has or has had a medical condition

2. Is taking prescribed medication

3. Has or has had any medical condition still requiring periodic review

4. Is awaiting any tests, treatment, investigation, referral or the results of these.

The medical screening line office hours are Monday to Friday 8.30am to 5.30pm and Saturday 9.00am to 5.00pm excluding Bank Holidays.

DEFINITIONS

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

Insured Person/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 – The period from the date of booking and terminating 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-inlaw, grandchild, brother, sister, fiance(e) or partner.

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.
- 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 £65 of each and every claim per event for each **insured person** claimed for under this section. (ii) Any claim arising from a medical condition existing prior to the payment of the insurance premium or from a recurrent condition for which the sick person whose medical condition causes cancellation, whether they are booked to travel on the holiday or not, has or has 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**. (iii) Any claim arising from a medical condition existing prior to the payment of the insurance premium or from any recurrent condition where a **medical practitioner** would have advised the persons travelling not to travel. (iv) Any additional charges incurred as a result of any delay in the **insured person** cancelling the booked arrangements. (v) 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.

GENERAL EXCLUSIONS

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

- 1. 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, depression or any other mental or nervous disorder unless it has been investigated and diagnosed as such by either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field who must confirm in writing at **your** cost that **you** are fit enough to take this **trip** (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.
- 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.

- 6. 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.
- 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.
- 10. An age limit of 79 years applies

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of your policy.

If **you** do not comply with them, **we** may at **our** option cancel the policy or refuse to deal with **your** claim 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'.
- 2. This policy does not cover any person who is not normally resident in the United Kingdom.
- 3. You shall take all reasonable precautions to avoid injury loss or damage.
- 4. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than **our** proportional share (not applicable to personal accident).
- 5. (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.
- 6. 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.
- 7. **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.
- 9. 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.
- 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.

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 Finanacial Ombudsman can be contacted at: **Insurance Division, 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

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

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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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