

# RWH Travel Ltd

Travel Insurance Policy Wording

Underwritten by Ageas Insurance Limited

Claims Helpline - open 24 hours a day, 365 days a year 0345 122 3280



## Declaration

The RWH Travel Insurance Policy contains conditions and exclusions in relation to the health of the insured persons and the cover provided.

### Medical Exclusions

If at the time of purchasing this policy, or whenever booking a trip (under an annual multi-trip policy), anyone insured under this policy answers `Yes' to any of the following questions, this policy will not provide cover for any claim arising directly or indirectly from that condition.

- (a) Is anyone waiting for an operation, post operative check up, any other hospital treatment or any medical investigations, tests or test results (for anything other than pregnancy)?
- (b) Is anyone waiting for a consultation with a hospital doctor for any medical condition or set of symptoms, other than for regular check-ups for a stable condition?
- (c) Does anyone have a condition for which a terminal prognosis has been given?
- (d) Is anyone travelling against the advice of a doctor, or in order to obtain medical advice or treatment abroad?

### Health Questions

At the time of taking out this policy and also when booking a trip (under an annual multi trip policy) you, and each insured person must read, and be able to answer `No' to the health questions (1-9).

If anyone insured under this policy answers `Yes' to any of the questions, they must contact the Ageas Health line on 0345 168 5682 quoting scheme code RWH 1, to declare all their existing medical conditions regardless of whether they are applicable to the health questions below, and to see if cover can be provided.

You may have to pay an extra premium to include cover for your medical conditions.

You must ensure that all answers to medical questions that you give are truthful and accurate. In the event that you do not contact the Health line if required to do so, or you do not declare fully and accurately all existing medical conditions when contacting the Health line we reserve the right to cancel the policy, or refuse to deal with any claim arising, or to reduce the amount of any claim paid.

If you are in any doubt as to how to answer any questions, you must refer to your GP.

- 1) Has anyone been admitted to hospital overnight or treated as a day-patient in the last 12 months?
- 2) Has anyone ever been diagnosed with or received any treatment or medication for any heart/cardiac problem?
- 3) Does anyone have a breathing condition for which they take more than 2 prescribed medications, or which their medication has changed in the last 6 months?
- 4) Does anyone have a breathing condition which in the last 5 years has required either the use of supplementary oxygen or the use of a nebuliser?
- 5) Has anyone ever been diagnosed with or had treatment for any circulatory condition? (including stroke, TIA, blood clots), or diabetes?
- 6) Has anyone ever been diagnosed with or had treatment for High Blood Pressure? (Where High blood pressure is controlled by no more than one medication and their medication has not changed in the last 6 months, this question can be answered as `No')
- 7) Has anyone been diagnosed with or had any treatment in the last 5 years for any type of cancer, leukaemia or brain tumour?
- 8) Has anyone ever had an organ transplant, or been on kidney dialysis?
- 9) Has anyone ever had dementia, or any other psychiatric or psychological illness?

If you can agree this declaration any existing medical conditions will be covered by this policy, therefore please do not contact the Ageas Health Line as you may be charged an additional premium unnecessarily.

### Changes to your health (applies to Annual Multi-trip policies only)

#### PART ONE

If your health changes after you purchase your policy but before you travel, you must contact the Ageas Health Line immediately on 0345 168 5682, quoting scheme code RWH 1 to tell us about these changes if because of these you:

- Have seen a doctor or seen or been referred to a consultant or specialist
- Have been admitted to hospital for, or are waiting to receive treatment (including surgery, tests or investigations)

We will then tell you if we can cover these medical conditions free of charge or for an additional premium.

#### PART TWO

If we cannot cover your medical conditions, or you do not want to pay the additional premium quoted, we will give you the choice of either:

- Cancelling your policy and receiving a proportionate/partial refund (provided that you have not made a claim or are about to); or
- Making a cancellation claim for any pre-booked trips; or
- Continuing the policy but without cover for your medical conditions.

## Contents

**Thank you for buying RWH Travel Insurance.  
RWH Travel Ltd operate Ramblers Walking Holidays, Chapters Experience  
Holidays, Adagio, Ramblers Cruise & Walk and Load Off Your Back.  
Please read this policy before you leave on your trip.**

This policy will not cover you for all eventualities. Please see page 4 for a summary of cover and pages 9-10 for important information regarding conditions and exclusions. You will find full details of the cover and the conditions on pages 32.

It is important that you read this policy carefully because we will use it to settle any claim. Please make sure that:

- the cover meets your needs;
- you can make the declaration on page 2 of this policy; and
- you can agree to condition 1 of 'General conditions applying to all sections' (see pages 31-32).

If you need more information please contact RWH on 01707 320226.

<b>Declaration</b>	<b>You must read this.</b>	<b>2</b>
Summary of cover		4
<b>Assistance International</b>	24-hour medical emergency 00 44 23 8064 4633	5
Claims procedure	24-hour UK claims helpline 0345 122 3280	6-7
Hazardous activities		8-9
Important information		9-10
Definitions		10-12
<b>Personal travel insurance - Extra options:</b>		13-27
Winter-sports cover		28-30
General conditions that apply to all sections		31-32
What to do if you have a complaint		33
<b>Privacy Notice</b>		<b>34</b>

## Summary of cover

### Personal travel insurance

Section		Sum insured (up to)	Excess	Page
1a	If your trip is cancelled	£5,000	£50*	13-14
1b	If your trip is cut short	£5,000	£50*	14-15
2	Medical and other expenses	£5 million	£50*	15-16
3	Hospital benefit / if you are unable to walk	£1,000/£500	Does not apply	17
4	Personal accident	£10,000	Does not apply	17-18
5	Personal belongings	£1,500	£50*	19
6	Temporary loss of personal belongings	£150	Does not apply	20
7	Money and documents	£500	£50*	20
8	Loss of passport	£250	Does not apply	20
9	Personal liability	£2 million	£250	21
10	Missed departure - extra travel and accommodation expenses	£300 (EU) £800 (WW)	Does not apply	21
11	Mugging	£500	Does not apply	21
12	Travel Legal Guard	£25,000	Does not apply	22-27
13	Delay	£300 (£5,000 for cancellation)	Does not apply (£50 for cancellation)	27
14	Hijack	£1,000	Does not apply	28

### Winter-sports cover

A	Winter-sports equipment	£500	£50*	28
B	Winter-sports equipment hire	£150	Does not apply	28
C	Ski pack	£250	Does not apply	29
D	Piste closure	£300	Does not apply	29
E	Avalanche closure	£500	Does not apply	30

**Please note that the sum insured is the most you can claim under the section but other limits may apply. These are shown under the appropriate sections of the policy. All cover limits and excesses shown are per person.**

\*The maximum excess you and your family pay in respect of any one event is £100.

## Assistance International

24-hour worldwide emergency service.

If you need help in a medical emergency,  
please call:

# 00 44 23 8064 4633

Quote reference `RWH Travel Agent Code 10922L`

### The numbers from the countries most often visited are as follows.

France, Greece, Portugal, Spain and Italy	00 44 23 8064 4633
USA and Canada	011 44 23 8064 4633
Fax number	00 44 23 8064 4616
E-mail	ai@ageas.co.uk

We may record or monitor calls for training purposes or to improve the quality of our service.

### Information needed in medical emergencies

- Your name and address, and your phone or fax number abroad
- That you have a RWH Travel Insurance policy
- Your booking invoice
- The details of your booked outward and return journeys
- The type of help you need

If you go into a hospital abroad and you are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.

We may be required to contact your GP in the UK to check your medical records.

### Getting you home after a medical emergency

If you are too ill to return home using your return travel tickets, Assistance International can arrange other travel for you. In special circumstances, they will arrange a road or air ambulance. Before you travel, the doctors looking after you must provide a certificate confirming that it is medically necessary for you to return home and that you are fit to travel. The conditions of section 2 'Medical and other expenses' and condition 5 of the General conditions that apply to all sections also apply to the service provided by Assistance International.

### Paying medical fees

If possible, you should pay for your medical treatment and then claim these costs back when you return home. If you cannot pay the medical costs out of your own money, contact Assistance International.

**Claims procedure, 24 hours a day,  
365 days a year: 0345 122 3280**

**Quote reference  
'RWH, Agent Code 10922L'**

The phone line is open 24 hours a day, 365 days a year if you have to make a claim. When you call, please inform the operator that you have a policy issued through RWH Travel Ltd They will lodge your claim and may issue a claim form.

We may record or monitor calls for training purposes or to improve the quality of our service.

Fill in the claim form and return it with:

- the relevant proof we need as stated here and on the claim form.
  - this policy; and
  - your booking invoice showing that the correct insurance premium has been paid.
- All the certificates, accounts, receipts, information and evidence you send must be in the form we ask for. Always send originals and not photocopies. Please ensure you keep copies of any documents you send to us. You must pay any costs involved in providing these documents.

We may be required to contact your GP in the UK to check your medical records

We will aim to answer all correspondence within five working days of receiving it.

#### **You must supply the following proof.**

##### **If you cancel the trip**

Please send us:

- the reason for cancelling the trip;
- your booking invoice or receipt and your cancellation invoice; and
- independent written proof of the reason for cancellation.

For example, if the cancellation is due to an illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured to confirm that cancellation was medically necessary.

##### **Cutting the trip short**

Please give the reason you cut your trip short, confirming that you had to come home early.

Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel. You must then send this with your claim form.

##### **Medical and other expenses**

Please send details of the illness or injury and original receipts and bills for any expenses you have paid.

##### **Personal accident**

Please send full details of the accident and injury.

##### **Personal belongings, temporary loss and winter-sports equipment**

Please send full details of the belongings which have been lost, stolen or damaged. You should also send receipts, proof of ownership, or bills for the cost of repairs. For loss or theft claims, you must also send a police report. If your belongings were lost, stolen or damaged while in the care of a carrier or handling agent, you must send a 'carrier's report' or 'property irregularity report' as well as the travel tickets and luggage receipts the carrier or handling agent gave you when you checked in. You must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and your belongings are now considered to be permanently lost. For temporary-loss claims, please send receipts for the replacement items you have bought and a 'carrier's report' or 'property irregularity report'.

##### **Money and documents**

Please send full details with a police report and cash withdrawal slips or similar proof of the money you withdrew or that was held by you for business reasons.

**Claims procedure, 24 hours a day,  
365 days a year: 0345 122 3280**

**Quote reference  
'RWH Travel, Agent Code 10922L'**

**Loss of passport**

Please send a police report and any bills or receipts for travel and accommodation expenses.

**Personal liability**

You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our permission, in writing.

**Missed departure - extra travel and accommodation expenses**

If your booked scheduled transport service is interrupted please send confirmation of the delay from your transport provider. You must also send receipts or bills for your expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how you got to the airport, port or station.

**Travel Legal Guard**

Please send full details of the accident and your injury.

**Delay**

When you claim you must ask the airline or transport company to confirm in writing:

- a the cause of the delay or cancellation;
- b the period of the delay;
- c the scheduled time of departure and arrival; and
- d the actual time of departure and arrival.

**Mugging**

Please send a police report and a certificate from the doctor confirming the injuries you received and the period you were in hospital receiving inpatient treatment.

**Winter-sports equipment hire**

Please send receipts for the cost of hiring the snowboard, skis and full details of what was lost, damaged or stolen.

**Ski pack (lessons, hire and lift pass)**

Give the reason for cutting short the use of your ski pack and send us a medical certificate confirming that this was necessary.

**Piste closure**

Please ask the relevant authority to confirm in writing that the piste was closed. You must also send your receipts for transport to the other resort and the cost of the lift pass.

**Avalanche closure**

You must get written confirmation from the appropriate authority that getting to or from your resort was not possible for the period claimed due to an avalanche or a landslide.

## Hazardous activities

The following list details the sports and activities that this policy will cover as standard for no extra charge:

- **Abseiling** - professionally organised & supervised
- **Aerial safaris** - in chartered aircraft & an organised excursion
- **Angling**
- **Archery** - properly supervised
- **Badminton**
- **Banana Boat**
- **Baseball** - non professional
- **Basketball** - non professional
- **Bowls**
- **Camel riding** - not racing
- **Canoeing/Rafting/White water rafting** - up to category 2
- **Catamaran sailing** - up to 12 miles from coast only\*
- **Cave tours** - for school children only, when accompanied by a qualified guide
- **Clay pigeon shooting** - organised event
- **Cross-country running**
- **Curling**
- **Cycling** - transport only, excludes mountain biking
- **Deep sea fishing** - game fishing
- **Dinghy sailing** - up to 12 miles from coast only\*
- **Driving a car, van, lorry** - excludes professional drivers\*
- **Driving or riding on a motorcycle or moped**
- **Dry slope skiing**
- **Fell running**
- **Fell walking** - no picks or ropes
- **Fencing** - amateur only
- **Fishing**
- **Football** - not professional, semi-professional or major competition or tournament
- **Gliding** - not piloting & subject to flying with qualified pilot
- **Go-karting** - up to 120 cc\*
- **Golf**
- **Gorilla trekking**
- **Gymnastics**
- **Hiking/Walking/Trekking** - no ropes or equipment & on recognised routes
- **Horse riding** - excluding jumping, hunting & competition
- **Hot air ballooning** - licensed operation only, not piloting
- **Ice skating on ice** - rink
- **Indoor climbing** - at a properly organised activity centre
- **Jet boating** (as a passenger only)
- **Jet skiing\***
- **Kite boarding** - not racing (no cover for kite damage)
- **Kite buggying** - not racing (no cover for kite damage)
- **Kite surfing** - not racing (no cover for kite damage)
- **Land skiing**
- **Lapland trips** - skidooring, husky dog sledge and reindeer sledge (all as a passenger only)
- **Marathon running** - not professional
- **Motorcycling** - not racing or competing\*
- **Netball** - not professional or semi-professional
- **Non competitive running** - not exceeding 26.2 miles
- **Orienteering**
- **Paint balling** - war games
- **Paragliding/Parascending over water** - only when attached to a speedboat
- **Passenger sledge**
- **Pony trekking**
- **Powerbykes** - up to 15 mph\*
- **Quad biking/ATV's** - only if wearing a helmet and protective clothing, up to 125cc, not racing or competing\*
- **Racket ball**
- **Rambling**
- **Rifle range\***
- **Ringos**
- **River bugging**
- **River sledding**
- **Roller skating/blading/hockey** - incidental
- **Rounders**
- **Rowing**
- **Safaris without guns** - professional organised tours only
- **Sail boarding**
- **Sailing** - coastal waters only - up to 12 miles from coast\*
- **Sand dune surfing**
- **Scuba-diving** - to a depth of 30 metres & only if accompanied by a qualified diver or if you are qualified
- **Shark diving in a cage under water** - professionally supervised
- **Shooting** - range only (must be adequately supervised\*)
- **Skateboarding**
- **Skin diving** - see scuba diving
- **Sledding**
- **Small bore target shooting\***
- **Snorkelling**
- **Summer tobogganing**
- **Surfing**
- **Swimming**
- **Table tennis**
- **Ten pin bowling**
- **Trekking**
- **Tug-of-war**
- **Volleyball**
- **Wake boarding**
- **Water polo**
- **Waterskiing**
- **Wilderness walking** - organised tour (recognised routes)
- **Windsurfing**
- **Yachting** - coastal waters only - up to 12 miles from coast\*
- **Zorbing**

There is no cover for any insured person participating in any professional or semi-professional activities, competitive events or tournaments. If you intend to undertake any activity not listed in the policy that may be considered hazardous or you require confirmation of whether your activity is insured, please call us on **01707 320226**.

**\*Note:** Under section 9 (Personal liability), you will not be covered for liability caused directly or indirectly by you owning or using any aircraft, motorised vehicle, boat, or any form of motorised leisure equipment.



## Winter Sports and Activities

The following list details the winter sports and activities that this policy will cover if you have chosen to include Winter Sports cover and paid the additional premium and your Policy Schedule shows that Winter Sports cover is included.

- Cross-country skiing
- Curling
- Dog sledding
- Downhill skiing
- Glacier walking
- Heli-skiing
- Ice skating
- Mogul skiing
- Mono skiing
- Skiing on- or off-piste (off-piste only with a qualified guide or instructor)
- Snowboarding on- or off-piste (off-piste only with a qualified guide or instructor)
- Snowmobiling\*
- Snow Shoeing
- Speed skating
- Tobogganing

## Important information

Please read this policy carefully and remember the following.

### 1 About the cover and conditions

This is your contract of insurance. It contains certain conditions in each section and general conditions on pages 31-32. You must meet the conditions or we will not accept your claim. We have designed this insurance to cover most events which could affect your trip, but there are certain things which are not covered.

### 2 Limit of cover

Each section of the personal insurance cover shows the most you can claim, but other limits may apply. For example, under section 5 (Personal belongings), the overall limit is £1,000 but there is a limit of £300 for any single item and a total limit of £300 for all valuables. We will work out how much we will pay you for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them. The limits of cover apply to each insured person and each insured **trip** separately.

### 3 Cancellation Rights

If you are not satisfied with this policy and have not taken a trip protected by the cover provided and;

- \* have not made a claim against the policy and
- \* there has been no incident likely to give rise to a claim (such as the cancellation of a booked trip),

you can cancel this policy within 14 days from the date you receive the policy wording. We will then refund your premium in full.

We will not refund your premium after the 14-day period.

If you have a single-trip policy, we will only refund your premium if the period from the date we issued the policy until your scheduled return date home is greater than 28 days.

For both single trip and annual multi trip no refund of premium will be available after the 14 days.

If you want to cancel your policy, please contact RWH Travel on **01707 320226**. We or anyone we

authorise have the right to cancel this policy at any time by sending you fourteen days' notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for you and we will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point of purchase which may result in the risk no longer being acceptable to us.
- Where we suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means we no longer wish to provide cover.

As long as you have not made a claim, we will refund you for the time that was left on your policy. If any claim has been made during the period of cover provided, you must pay the full premium and you will not be entitled to any refund.

### 4 When this policy is valid

This policy is only valid if you also have a booking confirmation showing the correct insurance premium and that the premium has been paid. The policy describes the cover provided for you and the conditions which your cover depends on. You must keep the policy and booking confirmation and send them both to us if you make a claim.

### 5 Excesses

We will take an excess off each claim you make, per insured person, per insured incident, under certain sections of this insurance policy. The amount you will have to pay towards a claim is shown under each section. If we agree to a medical expenses claim (Section 2) which has been reduced because you have used an EHIC or private health insurance or through a reciprocal health agreement, you will not have to pay the excess under that section. The maximum excess you and your family pay in respect of any one event is £100.

## Important information – continued

### 6 For annual multi-trips

Annual multi-trip cover is not restricted to trips only booked with RWH Travel.

#### UK trips

Annual multi-trip insurance provides cover for trips in the UK, only if they include at least two nights' accommodation, which you must pay for and which has been pre-booked.

#### Couples and families

Annual multi-trip cover for couples and families allows the adults covered under the policy to travel either together or separately. A child covered under the annual multi-trip family policy can only travel without the insured adults if he or she is travelling with and under the supervision of an adult who is responsible for their care for the length of the trip.

#### Winter sports

Annual multi-trip cover will provide up to 17 days' winter-sports cover in one year if you have paid the appropriate premium.

### 7 Eligibility

This policy is only available to persons who have been resident in the United Kingdom for at least 6 months prior to taking out this insurance and who are registered with a General Practitioner in the UK.

### 8 Declaration

The declaration applies to each trip separately

### 9 Balcony Exclusion

We will not cover any claim involving jumping from or falling from a building or balcony except; where the building or balcony itself is shown to be defective; or in circumstances where your own life is in danger or you are attempting to save human life.

### 10 Alcohol exclusion

We will not cover;

- a. the effect of your alcohol, solvent or drug dependency or long term abuse
- b. You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

### 11 Medicare/Medicaid

For travel to the United States of America, we will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

## Definitions

Wherever the following words and phrases appear in this policy or the schedule they will always have the meanings shown below.

#### Period of insurance

The period you are covered for. The time that cover for particular sections starts and ends is given in more detail below.

#### - For single-trip insurance

Cancellation cover starts on the date of issue shown on your RWH Travel booking confirmation and ends when you leave home to go on your trip.

All other cover begins when you leave home to go on your trip and lasts until you return home, as long as that is within the period of insurance you have paid for.

#### - For annual multi-trip insurance

Cancellation cover starts when you book each trip or on the start date shown on your RWH Travel booking confirmation, if this is later.

Cover under all other sections begins when you leave home to go on your trip and ends when you return home from that trip.

The insurance is only valid if you have insured the whole duration of each individual trip, as shown on your policy schedule. For Annual Multi-Trip this will be a maximum trip duration of 31 days per trip, as shown on your policy schedule. The start and finish dates of the trip must fall within the 12-month period. There is no cover offered by the policy whatsoever for trips which are longer than the insured trip duration you have paid for.

For holidays booked during the 12-month period and that start after the end of the 12-month period, we will provide cancellation cover until the policy ends.

## Definitions – continued

- We will extend the period of insurance by up to 30 days, at no extra cost, if you have to stay on your trip longer because of events which you have no control over. If the transport you are on is hijacked, we will automatically provide worldwide cover. The period of insurance will continue for up to 12 months without extra charge.

### **You, your**

Each insured person named on the RRWH Travel booking confirmation who the correct premium has been paid for.

### **Valuables**

Audio, visual, video, photographic, computer and portable navigation equipment, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, tablet devices, MP3 players and electronic games.

### **Close relative**

Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, common law partner (defined as living together at the same address and including same sex relationships) or fiancé/fiancée.

### **Terminal prognosis**

When a doctor tells a patient that they have a condition that will eventually lead to their death.

### **Business associate**

Anyone who works at your place of business and who needs to be in work while you are away so the business can run properly.

### **Accidental injury**

Injury to you resulting directly from an accident involving something violent and visible. This does not include sickness or disease, any natural condition or the result of anything that happens gradually.

### **Trip**

Your holiday or business trip that starts and finishes from your home address in the United Kingdom. The start and finish dates of the trip must fall within the period of insurance.

### **Child**

A person under 18. To qualify for the child premium, they must be travelling with an adult who we have insured.

### **Couple**

Two adults living at the same address who are married, in a civil or common law partnership or living together as if they are married.

### **Excess**

The amount(s) you will have to pay towards any claim. This applies to each section claimed under (if applicable), per insured person, per insured incident. The maximum excess you and your family pay in respect of any one event is £100.

### **Family**

Up to two adults under 65 living at the same address who are married or living together as if they are married, with any number of children under 18 normally living with them and travelling with them.

### **We, our, us**

Ageas Insurance Limited.

### **Home**

The address where you live in the United Kingdom.

### **Labour dispute or protest**

Any form of action taken, or the threat of action, which prevents or otherwise interferes with producing goods or providing services.

### **Acts of terrorism**

An act, including but not limited to the use or threat of force or violence, by any person or group, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and/or to cause fear to the public, or any section of the public.

### **Booked Scheduled Transport**

The following regular scheduled forms of transport: Train, Coach, Bus, Aircraft or Sea Vessel which run to a timetable and where you are a fare-paying passenger, and pre-booked Taxis.

### **Fragile Articles**

Perishable goods, glass, antiques, works of art and china.

### **Hijack**

The unlawful seizure or wrongful exercise of control of the aircraft (or crew thereof) in which you are travelling as a passenger.

## Definitions – continued

### Manual Work

Any work that involves working at heights of more than 2 metres and/or the use of physical labour, including but not limited to construction, installation, assembly, building work and any work involving the use of heavy machinery or specialist equipment.

### Mugging

Theft or attempted theft involving an act of violence against you by someone not insured on this policy which results in your injury and hospitalisation.

### Personal Belongings

Items owned entirely by you including your luggage and their contents, articles you are wearing or carrying with you including your valuables.

### Ski Pack

Ski-school fees, ski-instructor fees, hired skis, hired ski boots and bindings, hired snowboard, hired snowboard boots and bindings or hired ice-skates, and the cost of any lift pass you have booked.

### Unattended

Where you are not in a position to prevent unauthorised interference with the theft or damage to your property

### United Kingdom/UK

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

### Winter Sports

On-piste snowboarding, on-piste skiing, mono-skiing, ice-skating, curling, tobogganing and snow-mobiling, snowshoeing, crosscountry skiing on locally recognised tracks, off-piste skiing with a qualified instructor and off-piste snowboarding with a qualified instructor.

## Geographical limits

### Personal travel insurance

Area UK	England, Scotland, Wales and Northern Ireland
Area EU	Europe, the Republic of Ireland, the Channel Islands, the Isle of Man, Madeira, the Canary Islands, Syria, Turkey, Tunisia, Egypt, Israel and all countries bordering the Mediterranean Sea,
Area XU	Worldwide except the United States of America, Canada and the Caribbean
Area WW	Worldwide

## Personal travel insurance

### Section 1a If your trip is cancelled - up to £5,000

#### What is covered

We will repay you for your proportion of expenses you have paid or legally have to pay for your unused travel and accommodation which you do not use if you have no choice but to cancel the trip as a result of one of the following commencing during the period of insurance:

- (a) Your death, injury or illness or that of your travelling companion, (not including a tour leader or someone you have paid to provide any part of your trip), the person you are going to stay with, a close relative or business associate.
- (b) You or your travelling companion being required by the police to stay at home as a result of burglary, or serious damage by fire, explosion, subsidence, storm flooding, vandalism, fallen tree or impact by aircraft or vehicle to your or their home or usual place of business in the United Kingdom.
- (c) You or your travelling companion being required for jury service or as a witness in a court of law in the United Kingdom as long as you became aware of the commitment after taking out this policy or booking the trip (whichever is later).
- (d) You being made involuntarily redundant if you are under 65 and have 2 years' continuous employment with the same employer.
- (e) You or your travelling companion having agreed leave subsequently cancelled by the emergency services or armed forces, for operational reasons. This cover does not apply to cancellation of leave due to war, invasion, acts of terrorism, hostilities (whether war be declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event.

#### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for claims caused directly or indirectly by the following.
  - a You deciding you no longer want to travel.
  - b A labour dispute or protest.
  - c Government regulations, acts of parliament or currency restrictions.
  - d Your financial circumstances or unemployment (other than redundancy if you are under 65 and have two years' continuous employment with the same employer).
  - e The tour operator, or anyone you have made travel or accommodation arrangements with, failing to provide the arrangements.
  - f You travelling against medical advice or to get medical treatment.
  - g If you fail to get a valid passport or other travel documents you need.
- 2 We will not pay any amounts you can get back from someone or somewhere else.
- 3 We will not pay the first £50 (£15 for deposit-only claims) of every claim made for each of you.
- 4 If, at the time of taking out this insurance (or booking the trip if this was later) your close relative, business associate or travel companion had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.

- 5 Costs which have been paid for on behalf of a person who is not insured under this policy.

The maximum excess you and your family will pay in respect of any one event claimed for is £100.

## Section 1a Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You must do everything that you can to get to the airport, port or station you are leaving from on time.
- 2 If you do not tell the travel agent, tour operator or organisations providing transport and accommodation as soon as you need to cancel your trip, the amount we pay will be limited to the cancellation charges that would have applied at that time.

## Section 1b If your trip is cut short - up to £5,000

## What is covered

You will be covered for your proportion of expenses you have paid or legally have to pay for travel and accommodation which you do not use if you have no choice but to cut short the trip and you return home for one of the reasons given below.

- 1 One of the following people is injured, falls ill or dies.
  - a You or the person you had arranged to travel or stay with.
  - b A close relative.
  - c A business associate.
- 2 Your home is damaged and not fit to live in, or the police ask you to return because your home has been burgled.

## What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for claims caused directly or indirectly by the following.
  - a You taking part in winter sports (unless you have paid the extra winter-sports premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres, flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other hazardous activity.
  - b Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life).
  - c You taking part in manual work in connection with a profession, business or trade.
  - d Your suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and you are wearing a helmet.
  - f You travelling against medical advice or to get medical treatment.
- 2 We will not pay the first £50 of every claim made for each of you.
- 3 If, at the time of taking out this insurance (or booking the trip if this was later) your close relative, business associate or travel companion had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim you (or any insured person) make, that has anything to do with the

## Section 1b - continued

## What is covered

## What is not covered

medical condition of that close relative, business associate or travel companion.

- 4 Costs which have been paid for on behalf of a person who is not insured under this policy.

The maximum excess you and your family will pay in respect of any one event claimed for is £100.

## Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 If you go into hospital and are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.
- 2 Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel.
- 3 If you return home early because of an illness or injury to a close relative or business associate, you must get a doctor's certificate confirming that this was necessary.
4. If we pay for your unused travel, we will not also make payment for your additional travel.

## Section 2 Medical and other expenses - up to £5 million

## What is covered

You will be covered for the following expenses caused by you becoming ill, being injured or dying during the period of insurance, as long as the expenses are necessary.

- 1
  - a Expenses you would have to pay, outside the United Kingdom and the country where you normally live, within 12 months of the start of your illness or injury. The expenses must be for medical, surgical and hospital charges, emergency dental treatment (for pain relief), ambulances, nursing homes and nursing.
  - b The extra cost of returning to your home, including returning you by air ambulance if this is medically necessary.
  - c Your extra accommodation (room only) expenses.
  - d Extra travel and accommodation (room only) expenses for one person who has to either stay with you or travel from the United Kingdom to escort you home if you are seriously ill or injured.
  - e The extra cost, above that which would be paid in the United Kingdom, for funeral expenses abroad or of bringing your body or ashes home.
  - f If you are on a business trip and your company needs to send someone to replace you, we will pay their replacement's economy-class air fare or second-class rail fare to the point at which you were too ill to continue the business trip.
  - g Emergency dental treatment up to £300 for the immediate relief of pain only.

## What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for claims caused directly or indirectly by the following.
  - a You taking part in winter sports (unless you have paid the extra winter-sports premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres, flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other hazardous activity.
  - b Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life).
  - c You taking part in manual work in connection with a profession, business or trade.
  - d Your suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and you are wearing a helmet.
  - f You travelling against medical advice or to get treatment.
- 2 You are not covered for treatment or surgery which our medical advisers and the doctor treating you believe is not essential or could wait until your return home.
- 3 You are not covered for extra costs for a single room or private accommodation.

## Section 2 - continued

What is covered	What is not covered
<p>2 You will be covered for extra travel expenses which are necessary if you have to return home early because a close relative or business associate is seriously ill or injured or has died during the period of insurance.</p>	<p>4 You are not covered for any treatment you receive after you have returned home.</p> <p>5 We will not pay the first £50 of every claim made for each of you unless your claim has been reduced because you have used an EHIC or private health insurance.</p> <p>6 You are not covered for treatment or surgery whilst on your trip where the requirement for this was known prior to your travelling.</p> <p>7 You are not covered for any sums which can be recovered by you and which are covered under any National Insurance Scheme or Reciprocal Health Agreement.</p> <p>8 <b>Balcony Exclusion</b> We will not cover any claim involving jumping from or falling from a building or balcony except; where the building or balcony itself is shown to be defective; or in circumstances where your own life is in danger or you are attempting to save human life.</p> <p>9 <b>Alcohol exclusion</b> We will not cover;</p> <ol style="list-style-type: none"> <li>the effect of your alcohol, solvent or drug dependency or long term abuse</li> <li>You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).</li> </ol> <p>The maximum excess you and your family will pay in respect of any one event claimed for is £100.</p>

## Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 If you go into hospital and are likely to be in for more than 48 hours, or if you have to return home early, someone must contact Assistance International for you as soon as possible.
- 2 Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel.
- 3 If you return home early because of an illness or injury to a close relative or business associate, you must get a doctor's certificate confirming that this was necessary.
- 4 You must not arrange to be taken home without our permission. Our medical advisers will consult the doctors treating you to decide whether it is necessary.
- 5 We may tell you to return if our medical advisers and the doctors treating you decide that you are fit to travel.
- 6 If we pay for your additional travel arrangements to return to the UK, we will not also pay for your unused travel.
- 7 For travel to the United States of America, we will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.



### Section 3 Hospital benefit / If you are unable to walk

#### What is covered

##### Hospital Benefit: up to £1,000

If you fall ill or are injured during the period of insurance, you will receive £20 for each full 24 hours that you spend as an inpatient in a hospital outside the UK and the country where you normally live.

**Note :** Any amount you receive under this section will be on top of any amount that you receive under section 2. You can use this cover to help pay for out-of-pocket expenses such as taxi fares and phone calls paid for by you or someone travelling with you while you are in hospital.

##### If you are unable to walk: up to £500

If you fall ill or are injured during the period of insurance and you are certified by a registered doctor as unfit to walk, you will receive the following benefit. You will receive £50 if you are prevented from walking for a full 48 hour period and a further £50 for each subsequent full period of 24 hours walking lost.

#### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for claims caused directly or indirectly by the following.
  - a You taking part in winter sports (unless you have paid the extra winter-sports premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres, flying (except as a passenger travelling in a fully-licensed passenger-carrying aircraft) or any other hazardous activity.
  - b Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life).
  - c You taking part in manual work in connection with a profession, business or trade.
  - d Your suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and you are wearing a helmet.
  - f You travelling against medical advice or to get medical treatment.

### Section 4 Personal accident - up to £10,000

#### What is covered

If, during the period of insurance, you are accidentally injured and lose your sight, lose a limb, become completely disabled or die within 12 months, directly as a result of the accident, you can claim one of the following amounts.

- |   |   |         |
|---|---|---------|
| a | For death   | £10,000 |
| b | For loss of one or more limbs at or above the wrist or ankle, or permanent loss of all sight in one or both eyes      | £10,000 |
| c | For permanent and complete disability which means that you cannot do any kind of paid work for the rest of your life. | £10,000 |

#### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for claims caused directly or indirectly by the following.
  - a You taking part in winter sports (unless you have paid the extra winter-sports premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres, flying (except as a passenger travelling in a fully-licensed passenger-carrying aircraft) or any other hazardous activity.
  - b Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life).

## Section 4 - continued

## What is covered

**Note:**

For children under 16 the death benefit is limited to £1,000. For people over 64, cover is limited to a and b only.

## What is not covered

- c You taking part in manual work in connection with a profession, business or trade.
  - d Your suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and you are wearing a helmet.
- 2 You are not covered under this section for any claim if it was caused by medical or surgical treatment, unless it was necessary after the accident.
- 3 You are not covered if the accident was caused by a medical condition that existed before your trip.
- 4 **Balcony Exclusion**  
We will not cover any claim involving jumping from or falling from a building or balcony except; where the building or balcony itself is shown to be defective; or in circumstances where your own life is in danger or you are attempting to save human life.
- 5 **Alcohol exclusion**  
We will not cover;
- a. the effect of your alcohol, solvent or drug dependency or long term abuse
  - b. You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

## Conditions

As well as the general conditions on pages 31-32, the following condition applies.

- 1 If you make a claim, you must allow our medical advisers to examine you as often as they need to. (We will pay any costs and your expenses for these examinations if we accept your claim.)

## Section 5 Personal belongings - up to £1,500

### What is covered

If you accidentally lose your personal belongings, or if they are stolen or damaged, you can claim up to £1,500 to replace or repair them. (We will take an amount off for wear and tear and loss of value.) There is a limit of £300 for one item, pair or set. The overall limit for valuables, golf and sports equipment is £300.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for the following.
  - a Loss of, theft of or damage to your personal belongings during your outward or return journey if you do not get a written 'carrier's report', or a 'property irregularity report'. You must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and your belongings are now considered to be permanently lost. If you cannot report the loss, theft or damage to the carrier or handling agent straight away, you must do so in writing within seven days.
  - b Loss or theft of your personal belongings at any other time if you do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them.
  - c Breakage of or damage to fragile articles, audio, video or computer equipment (unless the breakage or damage is caused by a malicious or criminal act), and any other loss or damage caused by the breakage.
  - d Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure.
  - e Loss of, theft of or damage to food, drink or tobacco products.
  - f Loss of, theft of or damage to mobile phones (including smart phones and mobile electronic personal communication devices)
  - g Loss of, theft of or damage to contact or corneal lenses, loose precious stones, securities, deeds, documents or property held for business purposes
  - h Loss of, theft of or damage to valuables if you leave them in baggage which is checked in to the carrier.
  - i Loss of, theft of or damage to valuables you are not carrying with you unless you have kept them in locked accommodation, a safe or a safety deposit box.
  - j There is no cover for personal belongings left in a vehicle overnight.
- 2 Winter-sports equipment is not covered under this section (see optional insurance on pages 28-30).
- 3 We will not pay the first £50 of every claim made for each of you.

The maximum excess you and your family will pay in respect of any one event claimed for is £100.

### Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You must take proper care of your belongings and act as if you did not have this insurance policy.
- 2 If your claim involves a pair or set, we will only pay the value of the part of the pair or set which is lost, stolen or damaged.
- 3 You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

## Section 6 Temporary loss of personal belongings - up to £150

### What is covered

If your personal belongings are temporarily lost for more than 12 hours on your outward journey, you can claim up to £150 for the replacements you need to buy.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusion applies.

- 1 You are not covered for claims if you receive compensation from someone else.

### Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items.
- 2 If your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount we have already paid for temporary loss.
- 3 Original receipts must be kept for any items purchased.

## Section 7 Money and documents - up to £500

### What is covered

We will repay you if you lose any of the following or they are stolen.

- Bank notes
- Coins
- Traveller's cheques
- Travel tickets
- Admission tickets
- Meal vouchers
- Passports (residual value only)
- Qualification certificates

For cash there is a limit of £250 for each adult and £50 for each child under 16.

This cover starts from the time you get the money or documents or 72 hours before you leave home to go on your trip, whichever is later.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for the following.
  - a Loss or theft if you have not reported it to the police within 24 hours of discovering the loss or theft and you have not got a police report.
  - b Loss of value or shortages caused by a mistake.
  - c Money left in baggage which you have checked in to the carrier or which you do not keep with you, unless it is in locked accommodation, a safety deposit box or a safe.
- 2 We will not pay the first £50 of every claim made for each of you.

The maximum excess you and your family will pay in respect of any one event claimed for is £100.

### Conditions

As well as the general conditions on pages 31-32, the following condition applies.

- 1 You must take proper care of your belongings and act as if you did not have insurance.

## Section 8 Loss of passport - up to £250

### What is covered

You will be covered for all necessary extra travel and accommodation (room only) expenses involved in getting a replacement passport if it is lost or stolen during the period of insurance.

This would also include the cost of the emergency replacement or temporary passport or visa obtained outside the United Kingdom.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusion applies.

- 1 You are not covered for loss or theft if you have not reported it to the police within 24 hours of discovering the loss or theft and you have not got a police report.

### Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You must take proper care of your passport and act as if you did not have this insurance.
- 2 You are not covered for any expenses arising after you have returned to the UK or Channel Islands.
- 3 You are not covered for any expenses arising whilst you are in the United Kingdom.

## Section 9 Personal liability - up to £2 million

### What is covered

If you accidentally injure someone or damage someone else's property during the period of insurance, you will be covered for your legal liability:

- a to people who do not work for you and who are not your travelling companions or a close relative; and
- b for accidental damage to property which is not owned or being looked after by you or a close relative.

For accidental damage to rented accommodation, we will pay up to £100,000 for a single incident which you are legally responsible for.

This cover includes legal expenses which you have paid with our permission.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 This section does not cover liability caused directly or indirectly by you owning or using any aircraft, motorised vehicle, boat or any form of motorised leisure equipment.
- 2 This section does not cover employer's liability or liability caused by you carrying out contracts, supplying goods and services, or you doing any paid or voluntary work.
- 3 You will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.
- 4 We will not pay the first £250 of every claim to do with rented accommodation.

### Conditions

As well as the general conditions on pages 31-32, the following condition applies.

- 1 You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.

## Section 10 Missed departure - extra travel and accommodation expenses - UK and Europe up to £300, Worldwide up to £800

### What is covered

If one of the following takes place during the period of insurance, you will be covered for the cost of extra accommodation (room only) and travel expenses to allow you to carry on with your trip if you arrive at your international or final departure point too late to board your booked scheduled transport:

- 1 Labour dispute or protest, civil disturbance, mechanical breakdown or bad weather which interrupts your scheduled public transport services, including booked connecting flights.
- 2 An accident or breakdown involving the cartaking you to your United Kingdom departure point.

### Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You must do all that you can to arrive at the airport, port or station you are leaving from on time.
- 2 In the case of a labour dispute or protest, you will only be covered if the dispute is announced and begins during the period of insurance.
- 3 If you miss the departure because your car breaks down or you are involved in an accident, you must send us a repairer's report or police accident report.

## Section 11 Mugging - up to £500

### What is covered

If during the period of insurance you are mugged and injured and you have a valid claim under section 3 - Hospital benefit, you will receive a further £100 for each full 24 hours that you spend as an inpatient in a hospital outside the United Kingdom and the country where you normally live.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusion applies.

- 1 You are not covered if you do not report the mugging to the police and get a report from them.

## Section 12 Travel Legal Guard - up to £25,000

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the legal protection insurance under your policy. 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 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, Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: [www.das.co.uk](http://www.das.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales, Company number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

The following definitions of words and terms apply to Section 12 only.

Throughout this section, the words and phrases listed below have the meanings given next to them and are printed in bold:

### **Appointed representative**

The preferred law firm, law firm or other suitably qualified person appointed by us to act on your behalf, subject to the DAS Standard Terms of Appointment.

### **Costs and expenses**

- a All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment
- b The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

### **Countries covered**

As per the geographical area on your policy schedule.

### **DAS Standard Terms of Appointment**

The terms, conditions and remuneration that an appointed representative must agree to prior to acting on your behalf, which could include a conditional fee agreement (no win, no fee) for certain types of claim. 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**

In all claims the prospects that you will recover losses or damages (or obtain any other legal remedy which we 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%. Reasonable prospects will be assessed by us or a preferred law firm on our behalf.

### **Period of insurance**

The period for which we have agreed to cover you.

### **Preferred law firm**

A law firm or barristers chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit at regular intervals. They are appointed according to the DAS Standard Terms of Appointment.

### **Reasonable prospects**

In all claims the prospects that you will recover losses or damages (or obtain any other legal remedy which we 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%. Reasonable prospects will be assessed by us or a preferred law firm on our behalf.

### **We, us, our**

DAS Legal Expenses Insurance Company Limited.

### **You/Your**

Each insured person named on the insurance schedule.

We agree 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 of cover.

## Section 12 - continued

**What is covered****Personal Injury**

We will pay an appointed representative on your behalf costs and expenses to represent you following a specific or sudden accident that causes your death or bodily injury to you.

provided that:

- 1 reasonable prospects exist for the duration of the claim; and
- 2 the date of occurrence of the insured incident is during the period of insurance; and
- 3 any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered; and
- 4 the insured incident happens within the countries covered; and
- 5 the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000; and
- 6 the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- 7 in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal; and before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
- 8 for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that reasonable prospects exist; and
- 9 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 we will pay in costs and expenses is the value of the likely award: and.
- 10 in the event of a claim, should you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside of the DAS Standard Terms of Appointment and these will not be paid by us.

**Legal advice service**

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

**What is not covered****1 Excluded claims**

- a Illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
- b Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
- c Clinical negligence
- d Defending your legal rights, but defending a counter-claim is covered
- e Any legal action against the travel agent, tour operator or carrier
- f Any costs and expenses that you have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).

**2 Late reported claims**

A claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.

**3 Costs not agreed by us**

Costs and expenses incurred before our written acceptance of a claim.

**4 Court awards and fines**

Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.

**5 Legal action not agreed by us**

Any legal action that you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

**6 Defamation**

Any claim relating to written or verbal remarks which damage your reputation.

**7 A dispute with DAS**

A dispute with us not otherwise dealt with under Condition 9.

**8 Judicial review**

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

**9 Litigant in person**

Any claim where you are not represented by a law firm or barrister.

## Section 12 - continued

## What is covered

Advice about the law in England and Wales is available 24 hours a day, seven days a week. However, we may need to call you back depending on the enquiry. Legal advice about the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and DAS will call you back within operating hours. To help us check and improve our service standards, we may record all calls.

To make a personal injury claim or request legal advice, please call 0344 893 9013. We will not accept responsibility if the Legal advice service fails for reasons we cannot control.

Please do not ask for help from a lawyer or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

## What is not covered

## Conditions

As well as the general conditions on pages 31-32 the following conditions apply

## 1 Observance of policy terms

You must:

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

## 2 Your legal representation

- a On receipt of a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- b If the appointed preferred law firm is unable to negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, you may choose your appointed representative.
- c If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your 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 we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This may vary from time to time.
- d The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

## 3 Your responsibilities

- a You must co-operate fully with us and the appointed representative.
- b You must give the appointed representative any instructions that we ask you to.

## 4 Offers to settle a claim

- a You must tell us if anyone offers to settle a claim and you must not negotiate or agree to a settlement without our written consent



## Section 12 - continued

## Conditions - continued

- b If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses
  - c We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and conduct in your name the pursuit or settlement of any claim. You will also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all information and assistance required.
- 5 Assessment and recovery of costs
- a You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this
  - b You must take every step to recover costs and expenses that we have to pay and must pay us any amounts that are recovered.
- 6 Cancellation of a representative's appointment
- If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end immediately, unless we agree to appoint another appointed representative.
- 7 Expert Opinion
- We may require you to get at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
- 8 Withdrawal of coverage
- If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.
- 9 Arbitration
- If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))
- If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.
- 10 Claims under this section by a third party
- Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
- 11 Other insurances
- If the insurance provided by this section is also covered by another policy, or would have been covered if this policy did not exist, we will only pay our share of the claim, even if the other insurer refuses the claim.

## Section 12 - continued

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

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

### Who we 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 your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How we will use your information

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice we may have to send the 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 you have, your information may also be sent outside the EEA so the service provider can administer your claim.

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

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your 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 our website.

### What Is Our Legal Basis For Processing Your Information?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

### How long will your information be held for?

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### What are your rights?

you have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you

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](mailto:dataprotection@das.co.uk)

### How to make a complaint

if you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

## Section 12 - continued

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office 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

## Section 13 Delay - up to £300 (£5,000 for Cancellation)

### What is covered

If the transport on which you are booked as a passenger for your outward or return journey is delayed or cancelled for reasons which you (or the tour operator) cannot control, we will pay you one of the following:

#### Either

1. **Compensation** of £20 for each full 12 hours you are delayed, up to a maximum £300. Delay benefit will be based on the difference between the actual time of arrival and the scheduled arrival time.

or

2. **Abandonment** – Up to £5,000 (subject to an excess of £50) in total for your part of the costs or the journey which have been paid or where there is a contract to pay before the start of the journey which you cannot recover from anywhere else, if, after you have been delayed for more than 12 hours, you decide to abandon the journey before you leave the United Kingdom.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You are not covered for the following.
  - a Any claims if you took this insurance out within four weeks of the date you are due to leave and it is public knowledge that the journey could be delayed.
  - b Claims caused by the tour operator, or any other provider of transport and accommodation, stopping trading.
  - c Amounts you can get back from someone or somewhere else if you decide to cancel the trip.

### Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You must ask the airline or transport company to confirm in writing:
  - a the cause of the delay or cancellation;
  - b the period of the delay;
  - c the scheduled time of departure and arrival; and
  - d the actual time of departure and arrival.

## Section 14 Hijack - up to £1,000

### What is covered

You will receive £50 for each period of 24 hours during which you are unable to reach your destination or get home because the aircraft on which you are travelling being hijacked.

### What is not covered

As well as the general conditions on pages 31-32, the following exclusion applies.

1. If you or your family or business connections have engaged in activities that could be expected to increase the risk of hijack

### Conditions

1. You will only receive compensation if the delay is as a direct result of the hijacking and there is no other cause.
2. Compensation will start from the scheduled arrival time of the aircraft.

## Extra option - Winter sports

**We will only provide this cover if you have paid the extra premium.**

**If you have chosen the annual multi-trip cover including winter sports, you will automatically be covered for up to 17 days' winter-sports cover in a year.**

### Winter sports

You will be covered under all sections for all winter sports except for:

- ski racing in major events;
- ski jumping;
- ice hockey; and
- using bobsleighs and skeletons.

You are not covered for winter-sports equipment under section 5 (Personal belongings) of this travel policy. Please see below for details of cover for winter-sports equipment.

Ski-lift passes are included in the cover provided by section 7 (Money and documents) of this travel policy.

The following extra cover is also included in winter sports.

## Section A Winter-sports equipment - up to £500

### What is covered

You will be covered for the replacement cost (after allowing for wear, tear and loss of value) of replacing your snowboard or skis (including bindings), boots and poles if they are lost, stolen or damaged. The total limit for hired equipment which is lost, stolen or damaged is £100.

### What is not covered

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You are not covered for the following.
  - a Loss of, theft of or damage to your personal belongings during your outward or return journey if you do not get a written 'carrier's report', or a 'property irregularity report'. You must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and your belongings are now considered to be permanently lost. If you cannot report the loss, theft or damage to the carrier or handling agent straight away, you must do so in writing within seven days.
  - b Loss or theft of your personal belongings at any other time if you do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them.

## Section B Winter-sports equipment hire - up to £150

### What is covered

If your own equipment is lost, stolen or damaged, you will be covered for the cost of hiring a snowboard or skis (including bindings), boots and poles up to £10 a day.

**Section A Winter-sports equipment - up to £500 - continued****What is covered****What is not covered**

- c Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure.
  - d Loss of, theft of or damage to property left in a vehicle overnight.
- 2 You are not covered for claims for which you receive compensation from someone else.
  - 3 You are not covered for more than £250 for any one snowboard, or pair of skis, boots or poles.
  - 4 We will not pay the first £50 of every claim made for each of you. This does not apply to claims for temporary loss or hire of winter-sports equipment under section B.

The maximum excess you and your family will pay in respect of any one event claimed for is £100.

**Conditions that apply to sections A and B**

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 You must take proper care of your belongings and act as if you did not have this insurance policy.
- 2 The following condition applies to claims for temporary loss of personal belongings.  
As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items.
- 3 You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

**Section C Ski pack (lessons, hire and lift pass) - up to £250****What is covered**

If you fall ill or are injured during the period of insurance, you will be covered for the costs of the part of the ski pack which you cannot use.

**What is not covered**

As well as the general conditions on pages 31-32, the following exclusion applies.

- 1 You are not covered for claims caused directly or indirectly by you taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres, flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other hazardous activity.

**Section D Piste closure - up to £300****What is covered**

This cover is only available for holidays starting after 10 December and ending before 30 April.

If the weather prevents you from skiing at the resort you are booked into, you will be covered for transport costs to take you to a different resort and for the cost of a lift pass there. If it is not possible to arrange transport to a different resort, you will receive £30 for each whole day's skiing you have lost.

**What is not covered**

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You will not be covered for any amount you can get back from someone or somewhere else.
- 2 You will not be covered if you take out this insurance within 14 days of going on the trip, unless you booked the trip at the same time.

### Section D Conditions

As well as the general conditions on pages 31-32, the following conditions apply.

- 1 Cover will only apply for as long as there are poor snow conditions at your resort.
- 2 You must get written confirmation from the appropriate authority to confirm that the piste was closed or that it was not possible to travel to another resort.

### Section E Avalanche closure - up to £500

#### What is covered

If your arrival at, or departure from, your resort is delayed due to an avalanche or a landslide, you will be covered for extra travel and accommodation expenses. We will pay up to £50 for each full 24 hours that you are delayed.

#### What is not covered

As well as the general conditions on pages 31-32, the following exclusions apply.

- 1 You will not be covered if the tour operator pays for your extra travel and accommodation costs.
- 2 If you receive compensation from someone or somewhere else, we will take this off your claim.

## General conditions that apply to all sections

- 1 (a) You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct (see Health Questions on page 2). You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your policy is invalid and that it does not operate in the event of a claim.
- (b) If, at the time of taking out this insurance (or booking the trip if this was later) your close relative, business associate or travel companion had a medical condition for which he or she:
- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;
- We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.
- 2 You will not be covered for the following:
- (a) Any claims arising from routine treatment or care which could reasonably be expected to arise during your period of insurance.
- (b) You travelling contrary to the regulations of your transport provider.
- (c) Indirect losses, which result from the incident that caused you to claim. For example replacing locks if you lose your keys.
- (d) If you receive payment from someone or somewhere else, we will take this off your claim. This does not apply to Section 4 - Personal accident.
- (e) Travel to a country or specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to.
- (f) Any claim caused directly or indirectly by the following:
- i) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from an nuclear device or nuclear equipment;
  - ii) Your property being held, taken, destroyed or damaged under the order of any government or other authority;
  - iii) Pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound;
  - iv) War, invasion, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event. (This does not apply to Section 2 - Medical and other expenses, while you are away from the United Kingdom. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance.);
  - v) Acts of terrorism (This does not apply to Section 2 - Medical and other expenses, while you are away from the United Kingdom. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance);
  - vi) The use, release or threat of any nuclear weapon or device or chemical or biological agent;
  - vii) You taking part in any dangerous or hazardous activity unless it is specified in the policy or we have expressly agreed to provide cover.
- (g) Any claim related to an incident that you were aware of at the time you took out this insurance and which could lead to a claim.
- (h) Any claim that results from the tour operator, airline, or any other company, firm, or person not being able or not being willing to carry out any part of their obligation to you.
- (i) Additional expenses e.g. telephone calls, taxi fares, meals and refreshments or loss of earnings.
- (j) Leaving your valuables or money and documents unattended

**General conditions that apply to all sections – continued**

- 3 You must follow any relevant suggestions or recommendations made by any government or other authority before and during the period of insurance.
- 4 You must do all that you can to keep your claims as low as possible and to prevent theft, loss and damage.
- 5 If we pay any expenses which you are not covered for, you must pay these back within a month of the end of the period of insurance.
- 6 If you, or anyone acting for you, deliberately make a false claim or statement, the insurance will end and we will not pay any claims.
- 7 We may take action in your name to get compensation or security for loss, damage or expenses covered by this insurance. You will not pay anything towards this action, but any amount or security handed over will belong to us.
- 8 If we have to pay any amounts under the law of another country and we would not usually have to pay these amounts under the policy, you must repay the amounts to us.
- 9 All the sums insured and limits set out in this policy include VAT.
- 10 This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).
- 11 The premium for this insurance includes insurance premium tax where necessary.
- 12 If we pay a claim because your trip is cancelled, we will not pay a claim under any other section of the policy for the same trip.
- 13 If we agree to a claim for medical expenses which has been reduced because you have used an EHIC or private health insurance, you will not have to pay the excess.
- 14 Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

Signed for the insurers



François-Xavier Boisseau – CEO, Insurance  
Ageas Insurance Limited



## What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible. If your complaint is about the way your policy was sold to you, please contact your insurance agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can write to us at the address shown below or email us through our website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate).

### **Customer Services Advisor**

**Ageas Insurance Limited**  
**Ageas House**  
**Hampshire Corporate Park**  
**Templars Way**  
**Eastleigh**  
**Hampshire**  
**SO53 3YA**

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

If your complaint is concerning section 12 - Travel Legal Guard please contact DAS Legal Expenses Insurance Company Limited direct at;

### **Customer Relations Department**

**DAS Legal Expenses Insurance Company Limited**  
**DAS House**  
**Quay Side**  
**Temple Back**  
**Bristol**  
**BS1 6NH**

Alternatively, you can email them at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

We will review your complaint and do our best to address your concerns. If the matter is not resolved to your satisfaction you can write to the Financial Ombudsman service and further information about this can be found below.

### **Contact the Financial Ombudsman Service**

If the appropriate party above cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service. You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with the final response, or if the appropriate party have not issued their final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

**Financial Ombudsman Service, Exchange Tower, London, E14 9SR** or call **0800 023 4567**

Using this complaints procedure will not affect your legal rights.

You can also obtain information here: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. For further information see [www.fscs.org.uk](http://www.fscs.org.uk) or call **020 7741 4100**

## European Health Insurance Card

If you are travelling to a European Union country, you should apply for a European Health Insurance Card (EHIC) from your local Post Office branch or by visiting [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) to apply online.

This allows you to receive free or reduced-cost emergency health care in most European Union countries.

If we agree to a claim for medical expenses which has been reduced because you used the EHIC or private health insurance, we will pay you the excess for this section. If you do not have an EHIC, this insurance policy will still be valid.

## Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

### Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health. We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us information about someone else, you would have confirmed that you have their permission to do so.

### Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes. Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy. Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.



**Underwritten by Ageas Insurance Limited**

Registered address

Ageas House, Hampshire Corporate Park,  
Templars Way, Eastleigh, Hampshire SO53 3YA

Website: [www.ageas.co.uk](http://www.ageas.co.uk)

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202039

T440 May 2018