



INSURANCE

Global Travel Insurance Services Limited

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UK HOLIDAYS IN THE MEDIA - SINGLE TRIP - TRAVEL INSURANCE POLICY – CONTRACT NUMBER 755GFM20

This policy is a CONTRACT OF INSURANCE arranged by the specialist travel insurance broker for GFM Holdings Ltd t/a Sun Holidays who are an Appointed Representative of Global Travel Insurance Services Ltd. This document contains details of the cover, conditions and exclusions relating to each **insured person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a booking confirmation invoice by GFM Holdings Ltd t/a Sun Holidays upon which the premium paid is stated and is valid in respect of policies sold from 17/03/2020 to 31/12/2020 for departures between 17/03/2020 to 31/12/2020.

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

Important: This insurance policy will have been sold to **you** on a non-advised basis and it is therefore for **you** to read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of **your** requirements. If upon reading this policy **you** find it does not meet all of **your** requirements, please refer to the Statutory cancellation rights section on page 2.

This policy is underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority: register number 769884.

ERGO Travel Insurance Services Ltd (ETI) is registered in the UK, company number 11091555. Registered office: Plantation Place, 30 Fenchurch Street London, EC3M 3AJ. Authorised and regulated by the Financial Conduct Authority, register number 805870. Details about the extent of GLISE’s authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request.

Towergate Travel is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4043759. Registered address 1 Minster Court, Mincing Lane, London, EC3R 7AA. FCA firm reference No. 313250.

Your policy: In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, destruction, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy. The booking confirmation issued by GFM Holdings Ltd t/a Sun Holidays and any endorsement are all part of the policy. **Your** policy is evidence of the contract of insurance.

SUMMARY OF COVER AND EXCESSES PER INSURED PERSON

(PLEASE SEE OVERLEAF FOR FULL DETAILS OF COVER, LIMITATIONS AND EXCESSES FOR EACH INSURED PERSON)

| Section and Cover | Limits | Excess |
|--|--|-----------|
| 1 – Personal accident | Up to £5,000 (subject to age) | No excess |
| 2 – Additional Accommodation, Repatriation and Travel Expenses | Up to £2,500 including £2,000 additional accommodation, repatriation and travelling expenses, £2,500 for the return of the body or ashes to your home in the event of death and £100 for taxi fares and telephone calls necessarily incurred | No excess |
| 3 – Hospital benefit | £15 per day up to a maximum of £300 | No excess |
| 4 – Personal property | Up to £1,000 in all, valuables total £250, single article limit £250, £75 spectacles and/or prescription sunglasses and £250 for personal money (reduced to £50 for children aged under 16) | £15 |
| 5 – Car Breakdown & Recovery | Up to £3,000 | No excess |
| 6 – Personal liability | Up to £1,000,000 | £100 |

DEFINITION OF GEOGRAPHICAL AREAS

Area 1. United Kingdom: England, Scotland, Wales, Northern Ireland, Isle of Man, including all islands comprising the British Isles (except the Channel Islands and the Republic of Ireland).

HEALTH CONDITIONS

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

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

SIGNIFICANT OR UNUSUAL LIMITATIONS OR WHAT IS NOT COVERED

1. The cover under this policy is only available to **United Kingdom residents** for travel within the countries included in the Definition of Geographical Areas contained in this policy and which begins and ends in the **United Kingdom**. Repatriation will be to the **United Kingdom** only.
2. Cover is only available for the whole duration of a booked **trip** to a maximum 7 consecutive days, and cover cannot be purchased once a **trip** has already begun.
3. The excess amount deductible from a claim applies to each and every claim, per incident claimed for, under certain sections by each **insured person**.
4. If **your money, valuables**, any items of **baggage**, **your** passport or visa are lost or stolen, **you** must notify the local Police within 24 hours of discovery or as soon as possible thereafter. Please make sure **you** get a copy of the Police report. Failure to comply may result in **your** claim being rejected or the amount of any relevant claim reduced.
5. **You** are not covered for **valuables**, **your** passport or visa if left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
6. **Stolen Property: You** are not covered for **baggage** stolen from:
 - a) an unattended coach/bus unless it was locked in the luggage compartment of the coach/bus and evidence of force or violent entry to the vehicle is available, or
 - b) the passenger compartment of any unattended vehicle.
7. Car breakdown and recovery cover is not available for vehicles 15 years or older at the date of policy issue.

STATUTORY CANCELLATION RIGHTS

You may cancel this policy within 14 days of receipt of the policy documents (the **cancellation period**) by writing to Global Travel Insurance Services Ltd during the **cancellation period**. Any premium already paid will be refunded to **you** by GFM Holdings Ltd t/a Sun Holidays providing **you** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation outside the statutory period: **You** may cancel this policy at any time after the **cancellation period** by writing to Global Travel Insurance Services Ltd. If **you** cancel after the **cancellation period** no premium refund will be made. Non payment of premiums: **We** reserve the right to cancel this policy immediately in the event of non payment of the premium.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Towergate Travel and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk

EMERGENCY ASSISTANCE AND REPATRIATION

In the event of death or in the event of **bodily injury**, illness or disease resulting in any of the following, immediate contact must be made with the Medical Assistance Service:-

- Hospitalisation,
- Repatriation or alteration in travel plans.

TOWERGATE ASSISTANCE - Telephone: **+44 (0) 1212 962979**

When calling state **your** identity, **your** policy number and the identity and telephone number of the treating doctor.

COMPLAINTS PROCEDURE

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

WHEN YOU CONTACT US: Please give **us your** name and a contact telephone number. Please quote **your** policy and/or claim number, and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint. **INITIATING YOUR COMPLAINT:** Any enquiry or complaint **you** have regarding a claim notified under **your** policy, may be addressed to:

ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL. Email: contact@ergo-travel.co.uk

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

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

HOW TO MAKE A CLAIM

If **you** need to make a claim please contact **Towergate Travel Claims Department** on **01612 198702** (opening hours 9am - 5pm Monday - Friday excluding Bank Holidays) and ask for a Claim form or write to **ETI Services, PO Box 9, Mansfield, Notts, NG19 7BL. Email: info@eti-services.co.uk** You can also download a pdf of the claim form at: www.ergotravelinsurance.co.uk/coach. You should fill in the claim form and send it to **us** as soon as possible with all the information and documents required. It is essential that **you** provided **us** with as much detail as possible to enable **us** to handle **your** claim promptly and efficiently. Please keep copies of all the documentation **you** send to **us**.

This act abolished the duty of disclosure, but imposes on the individual entering into an insurance contract a duty to take reasonable care not to make a misrepresentation to the insurer. In other words, this means that **you** must answer all questions posed by the insurer accurately, truthfully and to the best of **your** knowledge. If **you** do not the insurer may cancel **your** policy, or reject or only pay a proportion of **your** claim depending on whether the misrepresentation was deliberate, reckless or simply careless.

Definitions

These definitions apply throughout **your** policy wording. Where the following words and phrases appear in this policy they will appear in bold and will always have these meanings. **We** have listed the definitions alphabetically.

Baggage **Your** suitcases (or similar luggage carriers) and their contents usually taken on a **trip**, together with the articles purchased, worn or carried by **you** for individual use during **your trip** (including golf equipment), but excluding **valuables** and **money**.

Bodily injury An identifiable injury caused solely and directly by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

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

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

Cruise A **trip** involving a sea or river voyage of more than two days duration, where transportation and accommodation is primarily on an ocean going passenger ship.

Curtail/Curtailment Either:

- a) **you** abandoning or cutting short the **trip** after **you** leave **your home** by direct early return to **your home**, in which case claims will be calculated from the day **you** returned to **your home** and based on the number of complete days of **your trip** **you** have not used, or
- b) **you** attending a hospital as an in-patient or being confined to **your** accommodation within or outside the **United Kingdom** during a **trip** due to compulsory quarantine or on the orders of a **medical practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day **you** were admitted to hospital or confined to **your** accommodation and based on the number of complete days for which **you** were hospitalised, quarantined or confined to **your** accommodation.

Curtailment claims under paragraph b) will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or TOWERGATE ASSISTANCE agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any travel and accommodation costs and expenses they have incurred, but not used by remaining with **you**.

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

Loss of limb Loss by permanent severance of an entire hand or foot, or the total, complete and permanent loss of use of an entire hand or foot.

Loss of sight The complete and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

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

Money Cash, bank or currency notes and coins in current use, cheques, postal and money orders, travel tickets, pre-paid coupons or vouchers and event and entertainment tickets held by **you** for social, domestic and pleasure purposes.

Period of insurance From the date of departure to the date of return as shown on the booking confirmation issued by GFM Holdings Ltd t/a Sun Holidays other than for cancellation which applies from the date of booking and terminates on the date of departure as shown on the booking confirmation. The period of insurance is automatically extended free of charge for the period of the delay in the event that **your** return to the **United Kingdom** is unavoidably delayed due to an event insured by this policy.

Permanent total disablement Total and permanent disability which medical evidence confirms will prevent **you** from undertaking any relevant occupation.

Public transport Any publicly licensed aircraft, sea vessel, train, coach, taxi, bus or tram on which **you** are booked or had planned to travel.

Redundancy Any person being declared redundant who has been employed for 2 continuous years with the same employer at the time of being made redundant.

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

Trip(s) Any holiday, business or pleasure trip or journey made by **you** which begins and ends in the **United Kingdom** during the **period of insurance** but excluding one way trips or journeys.

Unattended When **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

United Kingdom England, Scotland, Wales, Northern Ireland, Isle of Man including all islands comprising the British Isles (except the Channel Islands and the Republic of Ireland).

United Kingdom residents Any person who is staying in or has lived in the **United Kingdom** for more than 12 months, or if studying or working in the **United Kingdom** for more than 6 months.

Valuables Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment and other electronic entertainment devices (including but not limited to mobile phones, MP3 or 4 players, tablets, ebooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones) computer games and associated equipment, telescopes and binoculars.

We/Our/Us/Ourselves – ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE.

You/Your/Yourself/Insured person – Any person named on the booking confirmation issued by GFM Holdings Ltd t/a Sun Holidays who is eligible to be insured and for whom a premium has been paid.

Section 1 – Personal accident

What is covered

We will pay one of the following benefits, which will be paid to **you** or **your** legal personal representative, if **you** sustain **bodily injury** during **your trip** which shall solely and independently of any other cause, result within one year in **your** death, **loss of limb, loss of sight** or **permanent total disablement**.

Benefit A Up to age 15 years inclusive B Age 16 years to 65 years inclusive C Age 66 years and over

| BENEFIT | A | B | C |
|---|--------|--------|-------------|
| 1. Death | £1,000 | £5,000 | £1,000 |
| 2. Loss of one or more limbs and or loss of sight in one or both eyes | £1,000 | £5,000 | £1,000 |
| 3. Permanent total disablement | £5,000 | £5,000 | Not covered |

The total amount payable under this section is £5,000 per **insured person**.

Special conditions relating to claims

1. Benefit is not payable to **you** under more than one of items 1. 2. or 3.

What is not covered

- Any claims for death, loss or disablement caused directly or indirectly by a **bodily injury** which existed prior to the commencement of the **trip**.
- Anything mentioned in the General exclusions shown on Page 6.

Section 2 – Additional Accommodation, Repatriation and Travel Expenses

What is covered

We will pay **you** up to £2,500 for the following expenses which are necessarily incurred if during **your trip** **you** suffer unforeseen **bodily injury**, illness, disease and/or compulsory quarantine:-

- Up to a maximum of £2,000 for necessary additional accommodation and travelling/repatriation expenses (economy class) if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes with the prior authorisation of Towergate Assistance reasonable additional accommodation and travelling/repatriation expenses (economy class) for one relative or friend to stay with **you** or travel to **you** from the **United Kingdom** if **you** have to be accompanied on medical advice or if **you** are a child and require an escort home.
- In the event of death for conveyance of the body or ashes to **your home** up to a maximum of £2,500 in the event of death in the **United Kingdom**.
- The cost of taxi fares and telephone calls necessarily incurred up to a maximum of £100.

4. For reasonable additional travelling expenses if **you** have to return to **your home** earlier than planned due to:

- death, **bodily injury**, illness or disease of a **close relative** or a **close business associate** resident in the **United Kingdom**, or
- the Police or other authorities asking **you** to return to **your home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

For **trips** solely within the **United Kingdom** additional travelling expenses are limited to £300 per **insured person**.

Special conditions relating to claims

- All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected or the amount of any relevant claim reduced if receipts are not produced.
- If **you** suffer **bodily injury**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to **your home** at any time during the **trip**. **We** will do this, if in the opinion of TOWERGATE ASSISTANCE or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home** or a suitable hospital nearby to continue treatment.
- The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return **home**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will cancel **your** cover under the medical related sections being Section 1- Personal accident and Section 2 – Additional Accommodation, Repatriation and/or Travel Expenses of **your** policy and refuse to deal with claims from **you** for any further treatment and/or you repatriation to **your home**.

Cover for **you** under all other sections will however continue for the remainder of the **trip**.

What is not covered

- Any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement.
- Any claims that are not confirmed as medically necessary by the attending **medical practitioner** or TOWERGATE ASSISTANCE and any additional travelling expenses not authorised by **us** or

TOWERGATE ASSISTANCE if **you** have to return **home** earlier than planned or be repatriated.

- Any claims arising directly or indirectly for:
 - Any form of treatment or surgery which in the opinion of TOWERGATE ASSISTANCE or **us** (based on information provided by the attending **medical practitioner**), can be reasonably delayed until **your** return **Home**.
 - Any expenses which are not usual, reasonable or customary to treat **your** **bodily injury**, illness or disease.
 - Any expenses incurred in obtaining or replacing medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**.
 - Any additional hospital costs arising from single or private room accommodation unless medically necessary.
 - Any treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by TOWERGATE ASSISTANCE.
 - The costs of any non-emergency treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** admittance into hospital.
- Any claims for costs related to pregnancy or childbirth unless the claim is certified by a **medical practitioner** as necessary due to complications of pregnancy and childbirth.
- Anything mentioned in the General exclusions shown on Page 6.

Section 3 – Hospital benefit

What is covered

We will pay **you** the following amounts if **you** have to stay in hospital as an in-patient or are confined to **your** accommodation due to **your** compulsory quarantine, or on the orders of a **medical practitioner** (or the ship's doctor in the case of a cruise) as a result of **bodily injury**, illness or disease **you** sustain:

- £15 for every complete 24 hours up to a maximum of £300
- We** will pay these amounts in addition to any medical expenses, additional accommodation, travelling or repatriation expenses incurred under Section 2 – Additional Accommodation, Repatriation and/or Travel Expenses, provided **we** pay a claim under that section. This payment is meant to help **you** pay for additional expenses such as taxi fares and phone calls incurred by **your** visitors during **your** stay in hospital.

Special conditions relating to claims

1. **You** must tell TOWERGATE ASSISTANCE as soon as possible of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient, compulsory quarantine or confinement to **your** accommodation on the orders of a **medical practitioner**.

2. Documentation must be submitted to confirm the date and time of admission and discharge.

What is not covered

1. Anything mentioned in the General exclusions shown on Page 6.

Section 4 – Personal property

What is covered

Subsection A - Baggage

1. **We** will pay **you** up to £1,000 for the accidental loss of, theft of, damage to or destruction of **baggage** and **valuables**. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** and/or **valuables**.

The maximum **we** will pay **you** for the following items is:

- £250 for any one article, pair or set of articles (for example golf equipment).
- £250 in total for all **valuables**.
- £75 spectacles and / or prescription sunglasses.

In the event of a claim in respect of a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

Subsection B – Personal money

1. **We** will pay **you** up to £250 if **your** own personal **money** is lost or stolen whilst being carried on **your** person or left in a locked hotel safe or safety deposit box. If **you** are aged under 16, the maximum **we** can pay **you** is £50.

Special conditions relating to claims

1. **You** must exercise reasonable care for the safety and supervision of **your** property.

2. **You** must get a written report from the local Police in the country where the incident occurred within 24 hours or as soon as possible thereafter of the discovery in the event of loss, theft or attempted theft of all **baggage**, **valuables** or personal **money**. Failure to comply may result in **your** claim being rejected or the amount of any relevant claim reduced.

3. **You** must get a written carriers report if **your** **baggage** is lost, damaged or destroyed in transit (or a Property Irregularity Report (PIR) in the case of an airline).

What is not covered

1. The first £15 of each and every claim, per incident claimed for, under this section by each **insured person**.

2. Loss, theft of, damage or destruction:

- due to delay, confiscation or detention by customs or other officials or authorities.
- of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind (other than as defined in the personal **money** definition), vehicles or accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, sports gear whilst in use (other than ski equipment in respect of winter sports **trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment.
- caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning or restoring, mechanical or electrical breakdown.
- of **valuables** left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.

3. due to cracking, scratching breakage of or damage to china, glass (other than glass in watch faces, cameras, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles being transported by a carrier, unless the breakage is due to fire, theft or an accident to the vessel, aircraft, sea vessel, train or vehicle in which they are being carried.

4. **Baggage** stolen from;

- an unattended coach/bus unless it was in the locked luggage compartment of the coach/bus and evidence of force and violent entry to the vehicle is available.
- the passenger compartment of any unattended vehicle.

5. Any shortages due to error, omission or depreciation in value.

6. Any property more specifically insured or recoverable under any other source.

7. Anything mentioned in the General exclusions shown on Page 6.

Section 5 – Car Breakdown & Recovery

YOU ARE COVERED

For the following benefits, in the event of **your** vehicle suffering a **breakdown** and being rendered immobile within the **United Kingdom** cover is available under 1) or 2), not both, as appropriate.

Note: If a breakdown happens **you** should arrange the appropriate assistance locally and retain receipts. Then, following the procedure given under "HOW TO MAKE A

CLAIM" write to **Towergate Chapman Stevens** as soon as possible, giving a full description (including time and place) of the breakdown.

1) Labour Charges

Up to a maximum of £250 in respect of emergency labour charges incurred in having the vehicle repaired immediately following a **breakdown** which enables the vehicle to continue in use and **you** to complete your holiday, avoiding the need to claim under 2) below.

2) Recovery, Car Hire and Hotel Accommodation Costs.

In the event of the vehicle being unusable for a period of more than 24 hours due to a **breakdown** or due to death, **bodily injury**, illness, disease of the only available driver in **your** party for the following expenses:

- the cost of recovery of the vehicle to the nearest garage or railhead;
- the cost of:

(a) hiring one equivalent vehicle up to a maximum of £80 per day up to a maximum of £800; or

(b) hiring one chauffeur in the event of death, **bodily injury**, illness, disease of the sole available driver up to a maximum of £80 per day up to a maximum of £800; or

(c) second class rail and/or coach fares to enable each member of **your** party to continue the holiday journey and/or return **home**.

(iii) additional costs in respect of emergency hotel (accommodation only) up to £35 per person per day to continue the journey to and from the holiday location;

(iv) the cost of recovering **your** vehicle to your home or the cost incurred in travelling from **your home** or holiday location to the scene of the **breakdown** to collect the vehicle after repair up to £3,000.

IMPORTANT – It is a condition of the insurance that at the start of the holiday/journey the vehicle is in a roadworthy condition and has been regularly serviced by a garage or **yourself** in accordance with the makers' instructions and recommendations.

You are not covered

1. If the vehicle is not **your** own private car, motor caravan.

2. for minibuses and motor cycles over 120cc.

3. for vehicles 15 years or older at the date of policy issue.

4. for **breakdown** due to lack of petrol, oil, water or frost damage or use of the vehicle for rally or other competition purpose.

5. for the cost of any repair or parts except labour charges provided under 1) above.

6. for the cost of petrol used in the hired vehicle or the cost of returning hired vehicles to the Hire Company.

7. for any person to drive the Insured Vehicle who does not hold a valid **United Kingdom** driving licence.
8. for drivers under the age of 17 or over 75 years of age.
9. for any expenses which are covered under any other policy or service provider.
10. for expenses which would have been incurred normally during the journey/holiday.
11. for hired vehicles unless hired under the terms and conditions of this Insurance.
12. Anything mentioned in the General Exclusions on Page 6.

Section 6 – Personal liability

What is covered

We will pay **you** up to £1,000,000 (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause that happened during the **trip** leading to claims made against **you** for accidental:

1. **Bodily injury**, death, illness or disease to any person who is not a member of **your** family or household or employed by **you**.
2. Loss of or damage to any property which does not belong to, is not in the charge of and is not in the control of **you**, any member of **your** family or household or anyone employed by **you**.
3. Damage to **your** temporary holiday accommodation that does not belong to **you** or any member of **your** family or household or an employee.

Special conditions relating to claims

1. **You** must give us written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send us every court claim form, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

What is not covered

1. The first £100 of each and every claim, per incident claimed for, under this section by each **insured person**

2. Fines imposed by a Court of Law or other relevant bodies.
3. Anything caused directly or indirectly by;
 - a) liability which **you** are responsible for because of an agreement (such as a hire agreement) that was made.
 - b) injury, loss or damage arising from:
 - I. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport).
 - II. the occupation (except temporarily for the purposes of the **trip**) or ownership of any land or buildings.
 - III. the carrying out of any trade or profession.
 - IV. racing of any kind.
 - V. any deliberate act.
4. Anything mentioned in the General Exclusions shown on Page 6.

General exclusions

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

1. **Your** suicide, deliberately injuring **yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk, (unless **you** are trying to save someone's life).
2. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
3. **You** participating in professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests or dangerous pursuits.
4. Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft.
5. Bankruptcy/liquidation of any tour operator, travel agent, **public transport** provider or transportation company.
6. Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.
7. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power.

8. Loss or damage to any property and expense or legal liability caused by or contributed to or arising from;
 - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning nuclear fuel.
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
 - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
9. **You** travelling on motorcycles over 125cc.
10. **You** mountaineering or rock climbing using picks, ropes or guides or pot-holing.
11. **Your** manual work or hazardous occupation of any kind.
12. **You** taking part in dangerous expeditions or the crewing of a vessel outside European waters.
13. Any payment which **you** would normally have made during **your** travels, if nothing had gone wrong.
14. **Your** participation in any illegal act.
15. **Your** travel to a country or specific area or event to which the travel advice unit of the Foreign & Commonwealth Office (FCO) has advised against all, or all but essential travel. **You** can go online at www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/
16. Any claim relating to an epidemic or pandemic as announced by the World Health Organisation (WHO) including but not limited to the COVID-19 coronavirus.

General conditions

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply **we** may cancel the policy or refuse to deal with relevant claims or reduce the amount of any relevant claim payments.

1. No payment will be made under Section 1, 2 or 3 without appropriate medical certification.
2. If **we** require medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **your** expense.
4. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section 1 – Personal accident).
5. **You** must take all reasonable steps to avoid injury, illness, disease, loss, theft or

damage and take all reasonable steps to safeguard **your** property and to recover any lost or stolen articles.

6. Throughout **your** dealings with **us** we expect **you** to act honestly.

If **you** or anyone acting for **you**:

a) knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief; or

b) knowingly makes a fraudulent or exaggerated claim under **your** policy; or

c) knowingly makes a false statement in support of a claim; or

d) submits a knowingly false or forged document in support of a claim; or

e) makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then

a) **we** may prosecute fraudulent claimants;

b) **we** may make the policy void from the date of the fraudulent act;

c) **we** will not pay any fraudulent claims;

d) **we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;

e) **we** may inform the Police of the circumstances.

7. **We** accept as evidence of cover the booking confirmation issued to **you** by the travel company showing that the premium has been paid.

8. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.

9. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

10. **We** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect.

11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.

12. **You** and **we** are free to choose the laws applicable to this policy. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to this.

DATA PROTECTION NOTICE

Consent

We will only use **your** personal data when the law allows **us** to. Most commonly **we** will use **your** personal data under the following two circumstances:

1. When **you** gave explicit consent for **your** personal data, and that of others insured under **your** policy, to be collected and

processed by **us** in accordance with this Data Protection Notice.

2. Where **we** need to perform the contract which **we** are about to enter into, or have entered into with **you**.

How we use your personal data

We use **your** personal data for the purposes of providing **you** with insurance, handling claims and providing other services under **your** policy and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **your** personal data to offer renewal of **your** policy, for research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** personal data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

We collect and process **your** personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd.

The Data Processors are Towergate Underwriting Group Limited and their sub-agent.

Special categories of personal data

Some of the personal data **you** provide to **us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

Sharing your personal data

We will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on **our** behalf in administering **your** policy, handling claims and in providing other services under **your** policy. Please see **our** Privacy Policy for more details about how **we** will use **your** information.

We will also share **your** information if **we** are required to do so by law, if **we** are authorised to do so by **you**, where **we** need to share this information to prevent fraud.

We may transfer **your** personal data outside of the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in

accordance with all applicable Data Protection legislation.

Your rights

You have the right to ask **us** not to process **your** personal data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **we** hold **your** personal data on paper or in electronic form.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further information

Any queries relating to how **we** process **your** personal data or requests relating to **your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: dataprotectionofficer@ergo-travel.co.uk

Phone: +44 (0) 1403 788 510

CLAIMS EVIDENCE

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

For all claims

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

Medical and other expenses

- Always contact our 24-hour medical emergency service when **you** are hospitalised, require repatriation or need to alter **your** travel plans.
- Medical evidence from the treating doctor to confirm the **bodily injury**, illness or disease and treatment given including hospital admission and discharge dates if this applies.

Hospital benefit

- Confirmation in writing from the hospital, relevant authority or the treating doctor of the admission and discharge dates relating to **your** hospitalisation, compulsory quarantine or confinement to **your** accommodation.

Personal property

- Report the theft, loss or damage to the local police in the country where the incident occurred within 24 hours of discovery or as soon as possible thereafter and obtain a report from them.
- If appropriate **you** should also report the theft, loss or damage to **your** courier or tour representative, hotel or apartment manager and ask for a written report.
- Original receipts such as suitable evidence of purchase/ownership and value.
- Confirmation of the amount of **personal money** taken with **you** (if applicable) such as foreign exchange or bank Statements.
- Keep any damaged items for possible inspection. If payment is made in respect of these items, the item will then belong to **us**.
- Obtain an estimate for the damaged item or confirmation that it is beyond economical repair.

Travel delay

- Written confirmation from the **public transport** provider or their handling agents of the scheduled and actual time of departure and the reason for delay.

Personal accident

- A detailed account of the circumstances surrounding the event (including photographic or video evidence if available).
- Medical evidence from the treating doctor to confirm the extent of the **bodily injury** and treatment given including details of any hospital admission or discharge.
- Full details of any witnesses, providing written statements where available
- A certified copy of the death certificate if this applies.

Personal liability

- A detailed account of the circumstances surrounding the claim (including photographic or video evidence if available).
 - Any writ, summons or other correspondence received from any third party. Please note that **you** should not accept liability or offer to make any payment or correspond with any third party without **our** written consent.
- Full details of any witnesses, providing written statements where available.