



GOLD COVER
TRAVELLER'S CHOICE 2020/21
COACH / RAIL / SELF DRIVE

**Please ensure you read this document carefully and keep
a copy with you when travelling**

INITIAL DISCLOSURE DOCUMENT AND TERMS OF BUSINESS

Financial Conduct Authority

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

Who Regulates Us?

Gold Cover is a trading name of Gold Cover Insurance Services Ltd (registration No: 304018) who are authorised and regulated by the Financial Conduct Authority. You may check this on the FCA's register by visiting the FCA's website www.fca.org.uk or by contacting them on 0800 111 6768.

Whose Products do we offer?

We only offer insurances from a limited number of Insurers.

Which Service we provide you with?

We do not recommend products after assessing your needs for travel insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

What will you have to pay us for our services?

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

Are you covered by Financial Services Compensation Scheme (FSCS)?

Union Reiseversicherung AG, UK, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Union Reiseversicherung AG, UK cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to: a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy; b) to make sure that all information supplied as part of your application for cover is true and correct; c) tell us of any changes to the answers you have given as soon as possible. You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out or make changes to your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Settlement Terms

We will be responsible for collecting payment for all premiums and any alterations as soon as practicable but prior to inception of your policy. All premiums paid to us will be held as Agent of the Insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the Insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to Insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfers.

Your Policy

Should you mislay your policy a replacement will be issued upon written request.

Governing Law and Language

Unless some other law is agreed in writing, this policy is governed by the laws of England and Wales. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

What to do if you have a complaint

Please see the complaints procedure detailed in the Policy Document.

DEMANDS & NEEDS

Gold Cover Traveller's Choice Coach / Rail / Self Drive travel insurance is intended to meet the demands of travellers who require a package of insurance benefits within the United Kingdom, Channel Isles / Isle of Man and Eire, embracing medical, repatriation / transportation of mortal remains, baggage, cancellation and curtailment expenses further particulars of which are contained in the Policy Document.

Important

This policy will have been sold to you on a non-advised basis and it is therefore for you to read the Policy Document (paying particular attention to the Terms, Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading the policy document you find it does not meet all of your requirements, please refer to the relevant cooling off section.

Eligibility

To be eligible for Single Trip cover under this policy, all persons to be insured must be under the age of 96 at the date of payment of the insurance premium. For Annual Multi Trip cover under this Policy, all persons to be insured must be under the age of 81. All Insured Persons must reside within the United Kingdom, Channel Isles / Isle of Man and Eire.

POLICY DOCUMENT - SCHEME REFERENCE - TRAVELLER'S CHOICE 2020

This Policy Document contains all the information **You** need to know about **Your** travel insurance. However, this policy is only valid once a validation certificate showing proof of payment of premium has been issued. Please read this Policy Document carefully and remember this travel insurance is designed to cover most events which may happen during **Your Trip**, but **We** cannot cover all expenses and possibilities. **You** will find full details of the cover, conditions and exclusions in this Policy Document. If **You** have any queries, or if **You** require additional cover please contact the agent who sold this policy to **You**.

This policy confirms that those persons who have paid the required premiums are insured under the above scheme which is underwritten by Travel Insurance Facilities Plc and insured by Union Reiseversicherung AG, UK.

Travel Insurance Facilities Plc are authorised and regulated by the Financial Conduct Authority. Union Reiseversicherung AG are authorised by BaFin and subject to limited regulation by the Financial Conduct Authority.

This insurance has been arranged by Campbell Irvine Limited who is authorised and regulated by the Financial Conduct Authority (No. 306242) for Gold Cover Insurance Services Ltd (No. 304018).

Travel Insurance Facilities Plc is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306537. You can check our details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

If **You** are travelling to European Union countries **You** should obtain a European Health Insurance Card (EHIC). **You** can apply either online through www.nhs.uk/NHSEngland/Healthcareabroad/EHIC or by telephoning 0300 330 1350. This will entitle **You** to benefit from the reciprocal health agreements, which exist between certain European countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of an EHIC, or Private Health Insurance, the deduction of the **Excess** under the medical section will not apply.

Please refer to the Specific Exclusions applying to Sections A, B & C of this insurance.

HEALTH CONDITIONS

We shall not be liable for:

Claims WHERE AT THE TIME OF TAKING OUT THIS POLICY;

(a) **You** are aware of any **Medical Condition** or set of circumstances that could reasonably be expected to give rise to a claim (for example the state of health of a **Close Relative**, **Close Business Associate** or any person on whom **Your** travel plans depend).

(b) The **Insured Person** whose **Medical Condition** gives rise to a claim:

- (i) Is receiving or is on a waiting list for, surgery, in-patient or investigations in a hospital, clinic or nursing home; or
- (ii) Is expected to give birth before, or within two months of the date of return to their home; or
- (iii) Is travelling against the advice of a **Medical Practitioner** or for the purpose of obtaining medical treatment whilst travelling; or
- (iv) Has been given a terminal prognosis.

DEFINITIONS

The following words or expressions carry the meaning shown below whenever they appear in bold and upper case print within the wording of the policy. There are also more specific definitions which apply only to the Legal Expenses and End Supplier Failure section of this policy:-

Accommodation - The lodging room of no greater standard than that provided as part of **Your** prepaid charges in the vicinity of the hospital where the **Insured Person** is confined.

Advanced Booking - Any booking made at least 24 hours prior to the scheduled departure time shown on **Your** ticket.

Adverse Weather - Weather of such severity that; the police, or other appropriate authority, warn by means of public communications networks including, but not limited to, popular websites, television or radio, against all but essential travel and/ or; it causes major disruption to transport services i.e. rail, road or bus which is reported in the media.

Close Business Associate - **Your** associate in the same employment as **You** whose absence from work necessitates **You** having to cancel **Your Trip** as certified by **Your** Senior Director or Partner.

Close Relative - Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law or son or daughter-in-law or fiancé(e) or families and couples as defined under definition of **Family**.

Consequential Loss - Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy. Example 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 or illness.

Curtail/Curtailment/Curtailing/Curtailed - Abandonment of the planned **Trip** by return to your home within **Your Home Country** after commencement of the **Outward Journey**. The amount payable will be the unused proportion of **Your** irrecoverable pre-paid charges calculated from the date of **Your** return to your home within **Your Home Country**. All **Curtailment** claims will need authorisation from **Us** in advance.

Excess - The amount **You** will have to pay towards the cost of each claim under the policy after the application of the policy limits.

Family - The **Insured Person** and his/her married spouse, or cohabiting couples (including same sex) in a civil partnership and all dependent children (including adopted and stepchildren) aged under 19 years (or under 21 if in full time education) at date of payment of the insurance premium living in the same household.

Geographical Area - United Kingdom (England, Scotland, Wales, Northern Ireland), Channel Isles (including Jersey, Guernsey, Alderney, Sark, Herm) Isle of Man and Eire.

Hazardous Pursuits - Any pursuit or activity where it is recognised there is an increased risk of injury or accident or can be reasonably expected to aggravate any existing infirmity (please see part 3 of the Important Information and Conditions applying to all Sections for examples).

Hijack - The unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) in which **You** are travelling as a fare-paying passenger.

Home Country - **Your** normal country of residence within United Kingdom (England, Scotland, Wales, Northern Ireland), Channel Isles (including Jersey, Guernsey, Alderney, Sark, Herm) Isle of Man and Eire.

Manual Work - Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **Your** bodily injury or illness.

Medical Condition - Any disease, illness or injury.

Money - Bank currency notes, coins & travellers cheques taken for private or business purposes (if the appropriate additional premium has been paid for business cover and is shown on the validation certificate).

Necessary Medical Expenses – Costs arising from unavoidable medical treatment, repatriation / transportation of **Your** mortal remains that is required as a result of a new illness or injury that arises after **You** have started **Your Outward Journey** and which could not be reasonably anticipated as being required during the period of **Your Trip** at the time **You** started the **Outward Journey**. Necessary medical repatriation must be appropriate and consistent with the diagnosis made and in accordance with accepted community standards of medical practice and as agreed by **Our** medical advisors and is not experimental or investigative and cannot be reasonably delayed until **You** are returned to **Your Home Country**.

Outward Journey - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the outbound journey from **Your** home address within **Your Home Country**.

Passports, Tickets and Documents - Passports, travel tickets, green cards and driving licences.

Period of Insurance -The validation certificate will show the issue date and start date and duration (or end date) of **Your** policy being the period of cover **You** are insured for. The time that cover for particular sections starts and ends is given in more detail below:-

- For Single Trips, cancellation cover starts when **You** book **Your Trip** or when the policy was issued (whichever is the later) and finishes when **You** start **Your Outward Journey**. **Your Outward** and **Return Journey** must take place during the **Period of Insurance** on the validation certificate and for which the correct premium has been paid.
- For Annual Multi-Trips, cancellation cover starts when **You** book the **Trip** or on the start date of the policy (whichever is the later) and finishes when **You** start **Your Outward Journey**. Cover under all other sections begins when **You** start **Your Outward Journey** and ends upon **Your** return home from the **Trip**. If **You** have chosen an Annual Multi Trip Insurance the **Outward** and **Return Journey** must take place during the start and end date shown on the validation certificate. For Annual Multi-Trip policies, the total duration of any one **Trip** is limited to a maximum of 31 days or as otherwise shown on the validation certificate and any **Trip** exceeding this duration will not be covered in whole or in part.

Personal Possessions - Baggage, clothing, personal effects including **Valuables** subject to the limits and exclusions detailed under Section E.

Return Journey - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the inbound journey to **Your** home address or a hospital or nursing home within **Your Home Country**.

Sports Equipment - Those articles which are usually worn, carried or held in the course of participating in a recognised sport.

Strike Or Industrial Action – Organised action taken by a group of workers which prevents the supply of goods and services on which **Your Trip** depends.

Terrorism - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Trip/Trips – Each return **Trip** must start and end within **Your Home Country** and must be within the **Period of Insurance**.

Unattended - means left away from **Your** person where **You** are unable to clearly see and get hold of **Your Personal Possessions** or **Money** or **Passports, Tickets and Documents**.

Valuables - Jewellery, articles made of gold, silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, CDs, drones, games, laptops, tapes, cassettes or cartridges, cameras, video cameras, camera cases, stand, films, discs or cartridges, musical instruments, furs, or leather clothing, but excluding footwear.

We / Our / Us / Insurer – Union Reiseversicherung AG, UK.

You / Your / Insured Person - Any person named on the validation certificate who is a permanent resident within **Your Home Country**; and who has been present within **Your Home Country** for at least six months prior to purchasing the policy; and who is registered with a medical practitioner in the area in which they reside; and who has paid the appropriate premium.

IMPORTANT INFORMATION AND CONDITIONS APPLYING TO ALL SECTIONS

1. LIMIT OF COVER

Each section of the Schedule of Cover shows the most **You** can claim, but other limits may apply. For example, under Section E (**Personal Possessions**), there is a limit for any single item and a total limit for all **Valuables**. **We** will work out how much **We** will pay **You** for **Personal Possessions** claims based on the value of the items at the time of the loss, not the cost of replacing them.

2. LOOKING AFTER YOUR PERSONAL POSSESSIONS

Many claims for loss or theft are caused by people being careless with their **Personal Possessions**. If **You** do not take good care of **Your Personal Possessions**, it can be upsetting and inconvenient for **You** and **We** may not pay **Your** claim.

3. HAZARDOUS PURSUITS

You are not covered for taking part in any **Hazardous Pursuit** unless it is listed in this policy. If **You** are going to take part in any activity which may be considered dangerous or hazardous that is not detailed in this policy, please contact the selling agent who will contact **Us** to see if **We** can provide cover.

Please note that under Section I (Personal Liability) **You** will not be covered for liability caused directly or indirectly by **Your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

4. DATE RECOGNITION FAILURE

This policy contains exclusions for losses arising from equipment failing to recognise the correct calendar date. Please read the general exclusions for further details.

5. EXCESSES

We will take an **Excess** off each claim **You** make under certain sections of this insurance. The amount **You** will have to pay towards a claim is shown in the Schedule of Cover. The **Excess** is applied on a per person per section basis.

6. WHAT TO DO IN A MEDICAL EMERGENCY REQUIRING REPATRIATION

IMMEDIATE CONTACT MUST BE MADE with tifgroup-assistance in the event of death or injury or illness necessitating hospitalisation, repatriation, alteration of travel plans or curtailment of travel.

The emergency assistance provided for **You** by this insurance is available 24 hours a day, 365 days per year. In the event of any illness, injury, accident or hospitalisation please call:

tifgroup-assistance: tel: **+44 (0) 203 829 6745**

- **You** will need to have some basic information for them to hand:
- **Your** telephone number in case you are cut off;
- Patient's name, age, and as much information about the medical situation as possible;
- Name of the hospital, ward, treating doctor and telephone numbers if you have them;
- Tell them that you have Gold Cover Traveller's Choice Coach, policy number and the date it was bought; Patient's Coach GP contact details in case they need further medical information.

Please read **MEDICAL AND OTHER EXPENSES**. If **You** are admitted to hospital or need to **Curtail Your Trip** **You** must contact the relevant Medical Emergency Assistance Company for authorisation before incurring any expenses or **We** may not pay **Your** claim.

IMPORTANT: Please quote the scheme name and number together with **Your** validation certificate number:

Scheme Name: GOLD COVER TRAVELLER'S CHOICE 2020 COACH / RAIL / SELF DRIVE

7. COOLING OFF PERIOD AND POLICY CANCELLATION

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no travel has taken place and no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent however no refund of premium will be payable.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover. Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium. If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

8. ABOUT THE COVER AND CONDITIONS

This is **Your** Policy Document. It contains certain conditions in each section and general exclusions to all sections. **You** must meet the conditions or **We** will not accept **Your** claim. Please read all of this Policy Document carefully, especially the Health Warranty. When **You** book **Your Trip**, **You** must declare any information **We** ask for in the declaration. If **You** do not contact the selling agent or **Us** within 14 days of the date **You** receive this insurance policy **We** will assume that **You** accept the terms and conditions of this insurance policy and can make the declaration set out. This policy is only valid if **You** also have a validation certificate showing all names of persons insured, their ages, the dates of cover and the correct premium has been paid. The policy describes the cover provided for **You** and the conditions which **Your** cover depends on. In return for the correct premium, Insurers will pay **You** or **Your** personal representative if **You** make a valid claim. **You** must keep to the terms, conditions and declaration of this insurance.

- Single Trip Insurance - this insurance is designed to cover round **Trips** departing and finishing at **Your** usual home or business place within **Your Home Country**.
- Annual Multi Trip Insurance - covers **You** for any number of **Trips** taking place during the dates of cover shown on the validation certificate. These **Trips** must involve an **Outward** and **Return Journey** being completed during the maximum permitted **Trip** duration of 31 days unless otherwise stated on the validation certificate. If the intended **Trip** exceeds the maximum permitted **Trip** duration it will not be covered in whole or in part. Independent travel is permitted for children on **Family** and single parent family policies provided they are living in the same household and travelling in accordance with any carrier requirements and are either accompanied by another responsible adult or are staying with and being met at their destination by a responsible adult.
- Extension of Cover - If **You** request any extension of the **Period of Insurance** after the commencement of travel **You** must advise **Us** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this policy.

9. CLAIMS CONDITIONS

- You** must advise **Us** of any occurrence that may give rise to a claim in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **Us** all such accounts and other documents as **We** may reasonably require. Any expenses incurred because of an unreasonable delay in notifying **Us** will not be paid.
- You** must give **Us** notice in writing immediately **You**, or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence of which there may be liability under Section I of this policy.
- You** must inform the police of all loss or theft of property within 24 hours of discovery of such loss or theft and obtain a copy of the police report in support of any claim.
- If **Personal Possessions**, **Golf Equipment** or ski equipment are lost or damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company etc.), **You** must notify such carrier immediately and obtain a copy of their report.
- You** must at all times act in a reasonable manner to prevent or minimise a claim.

10. CLAIMS OUR RIGHTS

- (a) No admission, offer or promise of payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** written consent.
- (b) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim and **You** must give all such information and assistance as **We** may require.
- (c) In case of illness or injury **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim, and **We** may at **Our** own expense and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of death have a post mortem examination of **Your** body.
- (d) **You** must supply at **Your** own expense a doctor's certificate in the form required by **Us** in support of any medical related claim.

11. FRAUD

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We**
- accept **Your** proposal or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- makes a claim that is in any way dishonest or exaggerated, then **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

12. OTHER INSURANCES

We will not be liable in respect of any claim where the event leading to the claim is insured by any other existing policy or policies, except in respect of any amount beyond that which is payable under such other policy or policies.

13. PRECEDENTS TO LIABILITY

The due observance and fulfilment of the terms, provisions and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by **You** will be a condition precedent to **Our** liability to make any payment.

14. LAW

Unless some other law is agreed in writing, this policy is governed and interpreted in accordance with the law of England and Wales and the English courts will have exclusive jurisdiction in any dispute.

15. WHAT TO DO IF YOU WISH TO MAKE A CLAIM

To obtain a claims form, please go to:

www.csal.co.uk

or contact: Claims Settlement Agencies Ltd.

Telephone: 01702 427 172

CANCELLATION OR CURTAILMENT

If **You** cancel **Your Trip** for medical reasons, obtain a claim form. **Your** own medical practitioner should complete the Certificate Section on the last page of the claim form. If the **Trip** is **Curtailed** for medical reasons **You** must obtain a medical certificate from the treating medical practitioner in the locality when the incident occurred. **You** must:

- Keep receipts or account for all expenses incurred.
- In the event of cancellation immediately notify the tour operator or the travel agency where **Your Trip** was booked and obtain a cancellation invoice.
- Telephone the claims number shown as soon as **You** know that there is a possibility of **Your** journey not taking place.
- Obtain authorisation from the relevant Medical Emergency Assistance Service or from **Us** before incurring any expenses in **Curtailing** **Your** holiday.

PERSONAL ACCIDENT

Obtain a medical certificate from the treating medical practitioner.

In the event of a death **We** will require a death certificate.

TRAVEL DELAY

Obtain a letter from the airline, railway company or shipping line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times

PERSONAL POSSESSIONS & SPORTS EQUIPMENT

For all loss or damage in transit claims, including delayed **Personal Possessions** report to the airline, railway or shipping line, or their handling agents and obtain a written report from them before leaving the baggage reclaim area.

For all damage claims obtain an estimate for repairs.

In all circumstances, **You** must retain receipts or vouchers for Items lost or damaged as these will help **You** to substantiate **Your** claim.

In the case of lost or misplaced **Personal Possessions** on the **Outward Journey**, **You** must produce receipts for the purchase of essential replacement items.

You must report all theft or losses to the police within 24 hours of discovery and obtain a written police report. Also report to **Your** carrier or hotel/apartment manager whenever it is appropriate.

MONEY, PASSPORTS, TICKETS or DOCUMENTS

You must report all theft or losses to the police within 24 hours of discovery and obtain a written police report. Also report to **Your** carrier or hotel/apartment manager whenever it is appropriate.

You must enclose confirmation from **Your** bank or bureau de change of the issue of foreign currency. In the case of sterling **You** must produce documentary evidence.

For a lost or destroyed **Passport** **You** need to supply **Us** with a letter from the Consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the **Passport**.

PERSONAL LIABILITY

You must supply full details of the circumstances giving rise to the claim plus any supporting evidence.

You must give **Us** notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence for which there may be liability under Section I of this policy.

LEGAL EXPENSES

You must notify **Us** within 180 days of the event giving rise to **Your** claim in respect of Legal Expenses.

ALL OTHER SECTIONS (OTHER THAN MEDICAL)

You must notify **Us** within 30 days of the event giving rise to **Your** claim with full documentary support.

MEDICAL AND OTHER EXPENSES

If **You** are admitted to hospital or need to **Curtail Your Trip** **You** must contact the relevant Medical Emergency Assistance Company for authorisation before incurring any expenses or **We** may not pay **Your** claim.

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Note: **You** must retain receipts for medical and additional costs incurred and **You** are responsible for any policy **Excess** which should be paid by **You** at the time of treatment.

Returning early.

If **You** have to return to **Your** home under Section B (Medical Emergency Repatriation Expenses) the Medical Emergency Assistance Service must authorise this. If they do not, this could mean that **We** will not provide cover or **We** may reduce the amount **We** pay for **Your** return home. **We** reserve the right to repatriate **You** should **Our** medical advisors consider **You** fit to travel.

If **You** refuse to be repatriated all cover under this policy will cease.

DATA PROTECTION

You should understand that any information you have given to Travel Insurance Facilities PLC will be used in their function as a Data Controller for the administration of the insurance contract. This information will be processed in compliance with the provisions of the UK Data Protection Act and the General Data Protection Regulation that will be enforced on 25th May 2018 for the purpose of providing travel insurance and handling claims, complaints and medical assistance, if any.

This involves providing such information to other parties, including the selling agent, claims handlers and Union Reiseversicherung AG (URV, the insurer of Tif group). For example this would occur in circumstances, such as a medical emergency. This may require transferring information about **You** to countries outside the European Economic Area (EEA). **You** have a right to access, rectification and erasure of information that Travel Insurance Facilities PLC holds about **You**.

If **You** would like to exercise either of these rights you should contact in writing: The Data Protection Officer, Travel Insurance Facilities, 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY.

Travel insurance Facilities are registered with the Information Commissioner's Office and undertake to comply with the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (up to and including 24 May 2018) and the General Data Protection Regulation ("GDPR") and (EU) 2016/679)) (on and from 25 May 2018), and, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of your personal data.

For our full privacy policy terms, please see: www.tifgroup.co.uk/privacy/

GENERAL EXCLUSIONS

We shall not be liable for:

1. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
2. **Consequential Loss** of any kind.
3. Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
6. Claims arising directly or indirectly from **Your** wilful, malicious or unlawful acts or whilst under the influence of alcohol or drugs.
7. Claims arising directly or indirectly from **Hazardous** Pursuits unless declared to **Us** and accepted by **Us** by written endorsement (an additional premium may be payable).
8. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutual derivative or variations thereof however caused (unless declared to **Us** prior to effecting this insurance, please refer to Health Warranty).
9. Any claim arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise any date change.
- 10 Any **Excess** shown in the Schedule of Cover.

11. Any direct or indirect consequence of Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense), caused by any act of Terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
12. Any claims arising directly or indirectly from **You** travelling against British Foreign & Commonwealth Office advice or where it is deemed unsafe for **You** to travel that are in force at **Your** time of travel
13. Any claims arising directly or indirectly from **You** travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
14. Any claims arising directly or indirectly from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation.
15. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

SECTION A – CANCELLATION OR CURTAILMENT CHARGES

What is covered:

We will indemnify **You** up to the amount stated in the Schedule of Cover for:-

- (a) unused charges associated with **Your Trip** that are not refundable and which were incurred before **Your** departure date if **You** have to cancel **Your Trip**,
or,
- (b) the extra cost of a one way transport of a standard no greater than the class of journey on the **Outward Journey** or the applicable fee charged by the transport provider to change **Your** scheduled return date, and the unused non- refundable prepaid accommodation costs and other land arrangements following **Curtailment** of **Your Trip** as a result of any of the circumstances detailed below:
 1. **Your** death, accidental bodily injury or illness, or that of a **Close Relative** or a friend with whom **You** have arranged to travel or stay, or of a **Close Business Associate**.
 2. **You** or any person with whom **You** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law or being called for emergency duty as a member of the armed forces, the defence or civil administration or being called for emergency duty as a member of the police force, or fire or medical services in the event of a National Emergency during the **Period of Insurance**.
 3. **Your** redundancy (qualifying **You** to claim for payment under current redundancy payment legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised to **Us** within 14 days of its announcement.
 4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the police following burglary at such private dwelling occurring at any time after **We** have accepted this Insurance.
 5. Cancellation or interruption of scheduled public transport consequent upon **Hijack** occurring during the period of the **Trip**.
 6. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address within **Your Home Country**, where such return is urgently necessitated by the death, serious illness or severe injury of **Your Close Relative or a Close Business Associate** provided that such **Close Relative or Close Business Associate** is resident within **Your Home Country**.

IN THE EVENT THAT **YOUR TRIP** IS **CURTAILED** DUE TO **YOUR** ACCIDENT OR ILLNESS A DOCTOR MUST CONFIRM THAT SUCH **CURTAILMET** WAS MEDICALLY NECESSARY. ALL **CURTAILMENT** COSTS MUST BE AUTHORISED IN ADVANCE BY TIFGROUP-ASSISTANCE OR BY **US**.

SPECIFIC EXCLUSIONS APPLYING TO SECTION A

What is not covered:

1. Any expense following **Your** disinclination to travel or to continue with **Your Trip** or loss of enjoyment on **Your Trip**.
2. Any expenses arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your Trip**.

Please also see the Exclusions Applying to Sections A, B & C.

SECTION B – EMERGENCY MEDICAL, REPATRIATION & OTHER EXPENSES

What is covered:

We will indemnify **You** up to the amount stated in the Schedule of Cover for:

The following expenses which **You** necessarily incur during **Your Trip** if **You** sustain actual bodily injury or suffer a new illness:

1. **Necessary Medical Expenses** incurred outside **Your Home Country** including hospital charges and in-patient treatment authorised by **Us** and ambulance charges for conveyance to hospital. Dental treatment up to the limit shown in the Schedule of Cover is included only for the alleviation of sudden pain, and does not apply to the provision of dentures or artificial teeth and work involving the use of precious materials.
2. Reasonable additional travelling expenses in returning to **Your** home address within **Your Home Country** and reasonable additional **Accommodation** expenses for **You** and one relative or friend required on medical advice and authorised by **Us** or **Our** relevant Medical Emergency Assistance Company to remain with or to travel with **You**.
3. The expense of a qualified medical attendant or other person authorised by tifgroup-assistance required on medical advice to escort **You** home.

4. The cost of returning **Your** body or ashes to **Your** home address within **Your Home Country**. This cover includes the cost of a standard transportation container but does not include the cost of an ornamental casket or urn and must be authorised by tifgroup-assistance. Alternatively, **We** will pay the cost of burial abroad in the country where death occurs up to a maximum limit of £2,000.
5. If **You** sustain actual bodily injury or suffer a new illness outside of **Your Home Country** during the **Period of Insurance** resulting in admission to a hospital overseas as an in-patient **We** will pay **You** a daily benefit for each complete 24 hours **You** are hospitalised up to a maximum stated in the Schedule of Cover.

If **You** sustain actual bodily injury or suffer a new illness inside within **Your Home Country**, **We** will indemnify **You** up to the amount stated in the Schedule of Cover against the expenses which **You** necessarily incur within **Your Home Country**.

SPECIAL PROVISION TO SECTION B

In accepting the cover provided by Section B **You** have given tifgroup-assistance permission to approach **Your** General Practitioner for details of **Your** medical records in the event **You** require any form of inpatient treatment following a medical emergency whilst within **Your Home Country**.

SPECIFIC EXCLUSIONS APPLYING TO SECTION B

What is not covered:

1. Expenses which **You** incur for **Trips** within **Your Home Country** (other than 2, 3 or 4 above).
2. Any surgery or MRIS, CT scans or invasive procedure including but not restricted to cardiac catheterisation or organ transplants unless pre-approved by tifgroup-assistance prior to it being performed.
3. Any in-patient hospital treatment or treatment costs or additional travelling expenses not specifically authorised by tifgroup-assistance
4. Any expense which **You** incur more than twelve months after the occurrence of the injury or illness to which the claim refers.
5. Any expense which is not usual, reasonable or customary for the medical services and/or supply.
6. Any expense for non-essential or ongoing treatment or where treatment can be reasonably delayed until **You** are returned to the **United Kingdom, Channel Isles/ Isle of Man** or for the cost of a single bed ward unless authorised by tifgroup-assistance detailed below for medical reasons only or for the service of a chiropractor, chiropodist or osteopath or for non-medical costs.
7. Any private medical treatment carried out in countries operating a reciprocal health care agreement with the **United Kingdom** unless specifically authorised by **Our** relevant Medical Emergency Assistance Service and only in circumstances where a transfer to a public hospital is impossible.
8. Any additional costs incurred after the date that **Our** Medical Officer advises that it is feasible and practical to repatriate **You** but **You** choose instead to remain abroad.

Please also see the Exclusions Applying to Sections A, B & C

SECTION C - PERSONAL ACCIDENT

What is covered:

We will pay **You** up to the amount stated in the Schedule of Cover:-

If **You** sustain bodily injury caused solely by accidental, violent, external and visible means and such bodily injury solely and directly results within twelve months in **Your** death or disablement. **We** will pay to **You** the benefits in accordance with the following:

1. Death.
2. Permanent loss by physical severance of hand or foot at or above the wrist or ankle, or the total and permanent loss of use of an entire hand or arm, or of an entire foot or leg, or total and irrecoverable loss of all sight in one or both eyes.
3. Permanent total disablement resulting in **Your** permanent and absolute inability to attend to any profession, business or gainful occupation of any and every kind.

Provided that:

- (1) if **You** are under 18 years of age the benefits above are limited to the amount shown in the Schedule of Cover.
- (2) if **You** are aged 66 years or over the benefits above are limited to the amount shown in the Schedule of Cover.

SPECIFIC EXCLUSIONS APPLYING TO SECTION C

What is not covered:

No compensation will be payable:

1. Under more than one of 1, 2 or 3 above and on payment of a claim under any one of these items all liability under this section will cease in so far as **You** are concerned.
2. In respect of claims arising from any medical condition or treatment or illness or disease.

Please also see the Exclusions Applying to Sections A, B & C.

EXCLUSIONS APPLYING TO SECTIONS A, B & C

What is not covered:

1. **You** not complying with the Health Conditions.
2. The health of non-travellers and anyone not insured under this policy which are detailed as excluded within the Health Conditions.
3. Travel arrangements made or undertaken: (i) against the advice of any registered medical practitioner (ii) for the purpose of obtaining medical treatment outside **Your Home Country**.
4. **Your** intentional self-injury or suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
5. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a registered medical practitioner), or substance or solvent abuse or venereal disease.
6. An emotional, psychological or psychiatric disorder, or claim arising whilst suffering from any condition of anxiety, stress or depression unless this results in admission to a hospital as an in-patient (please refer to the Health Conditions)
7. **You** engaging in any **Hazardous Pursuits** (unless declared to and accepted by **Us**).
8. Claims arising from elective and invasive procedures including cosmetic surgery and body piercing and tattoos.
9. Claims arising from any loss associated with **You** being denied boarding or rite of passage by any airline or other carrier.

SECTION D – TRAVEL DELAY OR ABANDONMENT AND MISSED DEPARTURE

What is covered:

We will pay **You** up to the amount stated in the Schedule of Cover for:-

Additional travel charges which **You** necessarily and reasonably incur in the purchase of a ticket for an alternative journey as a direct result of:

1. TRAVEL DELAY OR ABANDONMENT

Where the outbreak of **Strike Or Industrial Action** or weather conditions affecting scheduled public transport which has been the subject of **Advanced Booking** by **You**, or mechanical or electrical breakdown of motor transport or train or aircraft or watercraft which has been the subject of **Advanced Booking** by **You** occurs after the date of commencement of cover, and the departure time of the **Outward Journey** or **Return Journey** takes place more than 12 hours after the departure time appearing on **Your** ticket, **We** will indemnify **You** as shown below:

EITHER

- (i) Delay compensation – An amount detailed in the Schedule of Cover.
- (ii) Cancellation compensation – If **You** elect to cancel the **Outward Journey** after a delay exceeding 24 hours as described above **We** will indemnify **You** in respect of irrecoverable travel or accommodation deposits or charges paid or contracted to be paid under Section A Cancellation.

OR

- (iii) After 24 hours a maximum amount as detailed in the Schedule of Cover for additional travel and/or accommodation costs and/or proportionate irrecoverable loss of unused prepaid holiday costs if **You** still wish to continue with **Your Trip**, subject to this amount not being higher than the actual cancellation amount.

2. MISSED DEPARTURE

You missing **Your** booked departure due to late arrival at the point of departure caused by accident or electrical or mechanical breakdown to the conveyance in which **You** are travelling, or to exceptional and unforeseeable traffic conditions, in the course of:-

- (a) **Your** direct journey to the point of departure immediately prior to commencement of the **Outward Journey** from **Your Home Country**, or
- (b) **Your** direct journey to the point of departure immediately prior to commencement of the **Return Journey** to **Your Home Country**, or
- (c) the **Outward Journey** or **Return Journey** of the connection to the international point of departure by either aircraft or watercraft due to **Adverse Weather** conditions.

Provided that:

1. Any payment **We** make in respect of 1. (i) Delay Compensation shown above for delays in the **Outward Journey** will be deducted from any subsequent payment made under 1. (ii) Cancellation compensation.
2. Any payments **We** make under 1. (iii) will be deducted from any further claim should **You** then subsequently abandon **Your Trip** under (ii).
3. In respect of 1 Travel Delay or Abandonment, **You** must check-in according to the itinerary provided by the tour operator or carrier and obtain written confirmation of the delay from such tour operator or carrier.
4. Compensation as described in 1. (i) Delay Compensation, shown above is only payable in respect of delays on the **Outward Journey** or **Return Journey** from **Your Home Country**.
5. **You** must produce independent evidence in writing to support any claim.
6. **Our** limit of liability under 1. (ii) Cancellation Compensation will not exceed the amount stated in the Schedule of Cover for Section A Cancellation.
7. In respect of missed departure, **You** must take all reasonable steps to arrive at the departure point at or before the recommended check in time and have allowed sufficient time for **Your Trip**.

Provided that:

1. **You** must check-in according to the itinerary provided by the tour operator or carrier and obtain written confirmation of the delay or cancellation from such tour operator or carrier.
2. **You** must produce independent evidence in writing to support any claim.
3. **You** must allow sufficient time to reach **Your** connecting Pre- booked public transport.

SPECIFIC EXCLUSIONS APPLYING TO SECTION D

What is not covered:

1. Circumstances which could reasonably have been anticipated at the date this policy was issued.
2. Withdrawal from service (temporary or otherwise) of an aircraft or watercraft on the recommendation of the Civil Aviation Authority or Port Authority or any similar body in any country.
3. Any **Excess** shown in the Schedule of Cover for abandonment or missed departure after 24 hours.
4. Anything listed in the general exclusions.

SECTION E - BAGGAGE

What is covered:

We will indemnify **You** up to the amount stated in the Schedule of Cover for:

1. Loss of or theft of or damage to **Personal Possessions** belonging to **You** (no single article being insured for more than the limit shown in the Schedule of Cover. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar set or pair of items will be considered as one article) subject to the following depreciation scale:
 - 80% under six months old
 - 60% over six months old and less than one year old 50% over one year old and less than two years old 40% over two years old and less than three years old 30% over three years old and less than four years old 20% over four years old and less than five years old
 - 10% if over five years old
2. Loss of or theft of or damage to **Sports Equipment** belonging to **You** up to the amount stated in the Schedule of Cover (no single article being insured for more than the limit shown).
3. The cost of necessary purchase of replacement clothing and toiletries if **You** are temporarily deprived of **Your Personal Possessions** on the **Outward Journey** for a period of more than 12 hours from the time of arrival at **Your** destination due to their delay or misdirection in delivery up to the amount stated in the Schedule of Cover under delayed baggage.

Provided that:

1. **You** take all reasonable precautions for the safety of the property insured.
2. **Our** liability in respect of **Valuables** is limited to the total amount shown in the Schedule of Cover.
3. Any claims payment made in respect of temporary deprivation of **Personal Possessions** will be deducted from any subsequent claim where the **Insured Person's Personal Possessions** proves to be permanently lost.
4. **You** must keep receipts for all replacement purchases.

You must supply at **Your** own expense a statutory declaration regarding any claim arising under this section of the policy if **We** so require.

SPECIFIC EXCLUSIONS APPLYING TO SECTION E

What is not covered:

1. Loss or damage arising from wear and tear or depreciation or deterioration or any process of cleaning or repairing or restoring or atmospheric or climatic conditions or moth or vermin or electrical or mechanical Breakdown or derangement.
2. Loss of or theft of or damage to contact or corneal lenses, dentures, hearing aids, mobile telephones, samples or merchandise or property used in connection with **Your** business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, pictures, **Sports Equipment** whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature.
3. Loss of or damage to property shipped as freight or under a bill of lading.

Please also see the Exclusions Applying to Sections E & F

SECTION F – PERSONAL MONEY, PASSPORT AND DOCUMENTS

What is covered:

We will indemnify **You** up to the amount stated in the Schedule of Cover for:

- (a) the reasonable costs in obtaining a replacement **Passport** (or travel document) to enable **You** to return to **Your Home Country** following the accidental loss or theft of **Your Passport** whilst outside **Your Home Country**,
- (b) the irrecoverable costs of travel tickets, green card, petrol coupons, driving licence or phone cards following accidental loss or theft.
- (c) Accidental loss or theft of **Money** whilst on **Your** person or whilst in a safety deposit box within a hotel or bank or whilst in **Your** securely locked accommodation under **Your** control.

Provided that:

1. **You** take all reasonable precautions for the safety of the property insured.
2. **You** must supply at **Your** own expense a statutory declaration regarding any claim arising under this section of the policy if so required.
3. **Our** limit of liability in respect of cash being carried on any one person limited to the amount shown in the Schedule of Cover.

EXCLUSIONS APPLYING TO SECTIONS E & F

What is not covered:

1. Loss due to delay, detention, confiscation, requisition or damage by Customs or other officials or authorities.
2. Loss or theft unless: (a) **You** have reported the loss or theft to the nearest police authority within 24 hours of discovery and, (b) **You** have obtained a written police report.
3. Loss of or theft of: (a) **Valuables, Passports or Money** from an **Unattended** vehicle at any time. (b) Other property from an Unattended motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle, but in any event excluding all property insured whilst left in an **Unattended** motor vehicle between 21:00 hours and 08:00 hours local time, other than motor homes or caravans which are being occupied by **You** as **Your** holiday accommodation.
4. Theft of property left **Unattended** other than as provided above or whilst in **Your** securely locked accommodation.
5. Loss of or theft of **Valuables** or **Money** whilst in a suitcase or holdall or bag or similar receptacle outside **Your** immediate control.
6. Shortages of **Money** due to error or omission or depreciation in value or currency transfers costs
7. Any **Excess** shown in the Schedule of Cover.

SECTION G – EXTENDED KENNEL AND/OR CATTERY FEES

What is Covered

We will pay **You** up to the amount shown in the Validation Certificate Schedule for any additional kennel/cattery fees incurred, if **Your** domestic dog(s)/cat(s) are in a kennel/cattery during **Your Trip** and **Your** return to your home address has been delayed due to **Your Medical Condition**.

What is Not Covered

The General Exclusions and the exclusions below both apply to Section G – Extended Kennel and/or Cattery Fees.

1. Claims arising from **Your Medical Condition** that is not covered under Section B – Medical, repatriation and other expenses.

SECTION H – PERSONAL LIABILITY

What is covered:

We will indemnify **You** up to the amount stated in the Schedule of Cover for:

Legal costs and expenses which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Insurance** resulting in:

1. Bodily injury or death to any person not being a member of **Your Family**, or household, or in **Your** service.
2. Damage to property not belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family** or household or of a person in **Your** service.

N.B. For accidental damage to rented accommodation **We** will pay up to £100,000 for a single incident which **You** are legally responsible for.

The indemnity provided by this section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **You** with **Our** written consent.

In the event of **Your** death **Your** personal representative will receive the benefit of the cover granted by this section.

What is not covered:

1. Claims arising:
 - (i) directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, motorised or electrically propelled water-borne craft, sailing vessels, wind surfers, mechanically or electrically propelled vehicles or conveyances or attached trailers and lifts,
 - (ii) directly or indirectly out of the ownership, possession or use of animals, weapons or firearms, from certain activities as detailed in the list of **Hazardous Pursuits** as shown in this policy document.
 - (iv) directly or indirectly out of or incidental to **Your** business or trade or profession including voluntary work or any form of child minding,
 - (v) out of actions between persons insured by **Us**,
 - (vi) directly or indirectly out of **Your** ownership possession or control of any land or buildings,
 - (vii) out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract,
 - (Vii) directly or indirectly due to an infectious disease.
2. Any **Excess** shown in the Schedule of Cover.

SECTION I – LEGAL EXPENSES & ASSISTANCE

Definitions which only apply to this Section:

Appointed Lawyer – The lawyer or other suitably qualified person, who has been appointed to act for **You** under conditions 2 to 8 of this section.

Legal costs – All reasonable and necessary costs charged by the **Appointed Lawyer** on a standard basis. Also, the opponent's costs in civil cases if **You** have to pay them, or pay them with **Our** agreement.

Date of the Incident – The date the incident happened that may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the **Date of the Incident** is the date of the first of these events.

Insured incident – An event which causes the death of, or bodily injury to, **You**.

What is Covered:

Under this section, **We** will negotiate for **Your** legal rights after an **Insured Incident**. **We** will also help in appealing or defending an appeal. If **You** use an **Appointed Lawyer**, **We** will pay the **Legal Costs** for this. The most **We** will pay for all claims for an **Insured Incident**, resulting from one or more events arising at the same time or from the same cause is shown in the Schedule of Cover. **We** agree to provide legal expenses cover, keeping to the terms, conditions and exclusions, as long as:

- any legal proceedings will be dealt with by a court or other body which **We** agree to;
- in civil claims, it is always more likely than not that **You** will recover damages (or other legal remedy) or make a successful defence; and
- the **Insured Incident** happens during the **Period of Insurance**

Provided that:

You must do the following:

1. Send everything **We** ask for in writing and give **Us** full details of any claim, and any information **We** need, as soon as possible.
2. **We** can take over and conduct, in **Your** name, any claim or legal proceedings at any time before an **Appointed Lawyer** is appointed. **We** can negotiate any claim on **Your** behalf.
3. If **We** agree to start legal proceedings and **You** have to be represented by a lawyer, or if there is a conflict of interest, **You** can choose an **Appointed Lawyer** by sending **Us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If **You** and **We** disagree over the choice of **Appointed Lawyer**, another lawyer can be appointed to decide the matter (see provision 17).
4. Before **You** choose a lawyer, **We** can appoint an **Appointed Lawyer**.
5. **We** will appoint an **Appointed Lawyer** to represent **You** according to **Our** standard terms of appointment. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
6. **We** will have direct contact with the **Appointed Lawyer**.
7. **You** must co-operate fully with **Us** and the **Appointed Lawyer** and must keep **Us** up-to-date with the progress of the claim.
8. **You** must give the **Appointed Lawyer** any instructions that **We** ask for.
9. **You** must tell **Us** if anyone offers to settle the claim.
10. If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
11. **You** must not negotiate or agree to settle a claim without **Our** approval.
12. **We** may decide to pay **You** the amount of damages that **You** are claiming or is being claimed against **You** instead of starting or continuing legal proceedings.
13. If **We** ask, **You** must tell the **Appointed Lawyer** to have legal costs taxed, assessed or audited.
14. **You** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that **You** recover.
15. If **Your Appointed Lawyer** refuses to continue acting for **You** or if **You** dismiss **Your Appointed Lawyer**, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Lawyer**.
16. If **You** stop a claim without **Our** agreement, or do not give suitable instructions to **Your Appointed Lawyer**, the cover **We** provide will end at once.
17. If **We** and **You** disagree about the choice of **Appointed Lawyer**, or about how a claim is handled. **We** and **You** can choose another lawyer to decide the matter. **We** and **You** must both agree to this in writing. If **We** cannot agree with **You** about the choice of second lawyer, **We** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

SPECIFIC EXCLUSIONS APPLYING TO SECTION I**What is not covered:**

1. Any claim reported to **Us** more than 180 days after the date **You** should have known about the **Insured Incident**.
2. Any **Legal Costs** incurred before **We** agree to pay them.
3. Any claim relating to
 - (a) any illness that develops gradually or is not caused by a specific or sudden accident;
 - (b) **You** driving a motor vehicle for which **You** do not have valid motor insurance;
 - (c) an application for Judicial Review.
4. Defending **Your** legal rights but defending a counter claim is covered.
5. Any disagreement with **Us** that is not in provision 17 of this section.
6. Any legal action **You** take which **We** or the **Appointed Lawyer** have not agreed to or where **You** do anything that hinders **Us** or the **Appointed Lawyer**.
7. Any legal action against the travel agent, tour operator, carrier, any of the Insurers listed on this policy or their agents.
8. Fines, damages or other penalties which **You** are ordered to pay.

SECTION J - MUGGING BENEFIT

What is Covered

We will pay you the amount shown in the Schedule of Cover for each complete 24 hour period which **You** spend as an in-patient in hospital outside **Your Home Country** as a direct result of injuries sustained whilst being mugged.

Provided that:

1. **You** must tell the 24 hour emergency medical service as soon as practicable of any bodily injury caused by mugging which necessitates **Your** admittance to hospital as an in-patient.
2. **You** must report to the local police where the mugging occurred within 24 hours of the incident, or as soon as practicable after that and get (at **Your** own expense) a written report of the circumstances of the mugging.

SECTION K - HIJACK COVER

What is covered:

We will pay **You** up to the amount stated in the Schedule of Cover:

For each full 24 hours of delay, if **You** are prevented from reaching **Your** scheduled destination as a result of **Hijack** of the aircraft or ship in which **You** are travelling.

Provided that:

1. Compensation is only payable if no claim is made under Section A Cancellation or Section D Travel Delay.
2. **You** must produce independent evidence in writing in support of any claim.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

For complaints regarding:

SALE OF THE POLICY AND ASSISTANCE

Please contact **Your** agent who arranged the Insurance on **Your** behalf. If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, **Your** agent will pass it to:

Customer Insights Manager
URV, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY
Call on 0203 829 6604 or email complaints@tifgroup.co.uk

CLAIMS

Please contact:

The Managing Director, Claims Settlement Agencies Ltd, 308-314 London Road, Hadleigh, Benfleet, SS7 2DD

In all correspondence please state that **Your** insurance is provided Travel Insurance Facilities Plc and quote scheme reference: Gold Cover Travellers Choice 2020 Coach / Rail / Self Drive

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, Claim Settlement Agencies will pass it to:

Customer Insights Manager
URV, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY
Call on 0203 829 6604 or email complaints@tifgroup.co.uk

After following the complaints process, if it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff.

You may contact the Financial Ombudsman Service at: Exchange Tower, London E14 9SR.

Tel: **0800 023 4567** or **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The complaints procedure above does not affect any legal rights **You** may have to take action against **Us**. Please note that the Ombudsman will not normally review **Your** case until such time **We** have made **Our** final decision.

Please give **Us** the opportunity to handle **Your** complaint before referring things to the Ombudsman.

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS at www.fscs.org.uk or on Tel 020 7892 7300

GOLD COVER TRAVELLER'S CHOICE 2020 COACH / RAIL / SELF DRIVE

SCHEDULE OF COVER

Section	Description of Cover	Sums Insured / Level of Benefits	Excess per person per claim
A	Cancellation or Curtailment Charges	Up to £1,750 in total	£50 up to 64 years £100 65-70 years £150 for 71 years and over
B	Emergency Medical, Repatriation and Other Expenses Including Dental Treatment Hospital Confinement Benefit	Up to £10,000,000 in total Up to £200 in total £20 per full 24 hours spent in hospital up to £1,000 in total	£50 Nil
C	Personal Accident Item 1 – accidental death Item 2 – loss of limb(s) or loss of sight Item 3 – permanent total disablement	£25,000 £25,000 £25,000	Nil
D	Delayed Departure Cancellation after a full 24 hours delay Missed Departure	£20 after first full 12 hours, the £10 for each additional full 12 hour period up to £250 in total Up to £1,750 in total Up to £1,000 in total	Nil £50 £50
E	Baggage Single Article/Pair/Set Limit Total Valuables Limit Spectacles/Sunglasses Limit Delayed Departure (Minimum Delay of 12 hours)	Up to £1,500 in total £200 £200 £150 £100	£50
F	Personal Money, passport and Documents Bank Notes, Currency Notes and Coins Passport and Documents	Up to £750 in total Up to £500 in total Up to £250 in total	£50
G	Extended Kennel and/or Cattery Fees	£30 per full day up to £300 in total (Up to £150 for trips within Your Home Country)	Nil
H	Personal Liability Temporary Holiday Accommodation Limit	Up to £2,000,000 in total Up to £100,000 in total	£250
I	Legal Expenses & Assistance	Up to £15,000 in total	£250
J	Mugging Benefit	£50 for each full 24 hours spent in hospital up to £250 in total	Nil
K	Hijack Cover	£50 for each full 24 hours up to £500 in total	Nil

HAZARDOUS ACTIVITIES

Hazardous Activities - Grade 1 - No additional charge

Subject to the general exclusions and relevant exclusions under each section of the policy. The following incidental, recreational, non- professional (amateur) and non-competitive activities are automatically covered. Please note the specific exclusions applying to some activities under Section H - Personal Liability

Archery	Badminton
Baseball	Basketball
Beach Games	Bungee Jump (1)
Camel/Elephant Riding	Canoeing (up to Grade 3)
Clay Pigeon Shooting	Cricket
Cycling (other than specified under Grade 2 Hazardous Activities below)	Dinghy Sailing
Fell Walking	Fencing
Fishing	Football
Golf	Hiking (under 2000m altitude)
Hockey	Horse Riding (up to 7 days - no Polo, Hunting, Jumping)
Jet Boating	Jogging
Manual Work (bar and restaurant, waitress, waiter, chalet, maids, au pair, nanny's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)	Marathon Running
Motorcycling up to 50cc (wearing a crash helmet, no racing)	Netball
Non Manual Work (including professional, administrative or clerical duties only)	Orienteering
Outward bound Pursuits	Paintballing
Parascending/Parasailing (over water) Pony Trekking	
Racquetball	Rambling
River Canoeing up to Grade 3	Roller Skating
Roller Blading	Rounders
Rowing	Running - sprint/long distance
Safari (UK organised)	Sail Boarding
Sailing within Territorial Waters	*Scuba Diving (up to 30m if adequately supervised with a qualified instructor - see notes below)
Skate Boarding	Snorkelling
Squash	Surfing (amateur under 14 days)
Tennis	Tour Operator Safari
Track Events	Trekking (under 2000m altitude)
Volleyball	War Games
Water Polo	Water Skiing
Windsurfing	Yachting (racing/crewing inside territorial waters)

*Scuba diving to the following depths, provided you are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guideline of the relevant diving or training agency or organisation and **You** are not diving alone: PADI Open Water -18 metres, PADI Advanced Open Water- 30 metres BSAC Ocean Diver - 20 metres BSAC Sports Diver - 30 metres BSAC Dive Leader- 30 metres.
We must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover you to dive to a depth of 18 metres. **You** will not be covered under this policy if you travel by air within 24hrs after participating in Scuba Diving.

Hazardous Activities – Grade 2 – 50% Loading to cover all activities

You can be covered under the Personal Accident and Medical Expenses Sections for the following incidental, recreational, non- professional (amateur) and non competitive (unless stated otherwise below) and subject to the additional premium being paid and shown on **Your** validation certificate.

- Medical **Excess** increased to £320
- Personal Accident sum insured reduced by 50%
- Personal Liability Cover is excluded

Boxing Training (no contact)	Bungee Jump (up to 3 additional)
Black Water Rafting (grade 1 to 4) Life jacket and helmet must be worn	Camel/Elephant Riding/Trekking (non incidental)
Cycle Touring	Go Karting (specific use)
Horse Riding (no Polo, Hunting or Jumping)	Hot Air Ballooning (non incidental)
Hurling (amateur)	Jet Skiing (non incidental)
Martial Arts (training only)	Mountain Biking
Parascending/Parasailing over water, non incidental)	Rambling/Trekking between 2001 and 4000m
Safari (non UK organised)	*Scuba Diving (non incidental/down to 50m - see notes below)
Sea Canoeing 22	Sea Fishing (non incidental)
Snorkelling (non incidental)	Surfing
Triathlon	Water skiing(non incidental)
White Water Rafting - Grades 1 to 4	Windsurfing (non incidental)

*Scuba diving to the following depths, provided **You** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guideline of the relevant diving or training agency or organisation and **You** are not diving alone: PADI Open Water -18 metres PADI Advanced Open Water- 30 metres BSAC Ocean Diver - 20 metres BSAC Sports Diver - 35 metres BSAC Dive Leader- 50 metres
We must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres. **You** will not be covered under this policy if **You** travel by air within 24hrs after participating in Scuba Diving.

Hazardous Activities - Grade 3 - 100% Loading to cover all activities

You can be covered under the Personal Accident and Medical Expenses Sections for the following incidental, recreational, non-professional (amateur) and non competitive activities, (unless otherwise stated below) and subject to the appropriate additional premium being paid and shown on **Your** validation certificate.

- Medical Excess increased to £650
- Personal Accident sum insured reduced by 50%
- Personal Liability cover is excluded

Abseiling	American Football
Gliding	Kayaking
Motorcycling with a licence (over 50cc, with a motorcycle licence appropriate to the cc of the motorcycle, wearing a crash helmet no racing)	Yachting (racing/crewing)- outside territorial waters
Rugby (amateur competition)	Tandem Skydive (up to 2 jumps maximum)
Sand Yachting	Paragliding
Quad Biking	

Hazardous Activities -Grade 4 - 200% Loading to cover all activities

You can be covered under the Personal Accident and Medical Expenses Sections for the following incidental, recreational, non-professional (amateur) and non competitive activities, (unless otherwise stated below) and subject to the appropriate additional premium being paid and shown on **Your** validation certificate.

- Medical Excess increased to £650
- Personal Accident sum insured reduced by 50%
- Personal Liability cover is excluded

Canyoning	Hand Gliding
High Diving under 5m (amateur, excluding cliff diving)	Horse Jumping (no Polo, Hunting)
Kite Surfing	Micro Lighting
Parasailing/Parascending (over land)	Rock Climbing (under 2000 metres)
Rock Scrambling (under 4000 metres)	

Important Contact Numbers

To notify a claim and request a Claims Form please contact the claims handlers:

CLAIMS SETTLEMENT AGENCIES

www.csal.co.uk

or call Tel: 01702 427172

For enquiries:

GOLD COVER INSURANCE SERVICES LTD

Tel: 01892 615 511

In the event of a medical emergency, please contact tifgroup-assistance:

+44 (0) 203 829 6745