

## DEMANDS AND NEEDS

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

## IMPORTANT

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

## THIS IS YOUR INSURANCE DOCUMENT – PLEASE READ IT CAREFULLY

This document details the terms of the contract of insurance between **you** and Great Lakes Reinsurance (UK) PLC.  
This Insurance Policy is managed by Towergate Chase Parkinson. It is administered by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

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

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

Valid for issue 1/1/09 - 31/12/09

THIS IS YOUR INSURANCE  
DOCUMENT No:

**DAF/09**

Please keep it safely

### SUMMARY OF COVER

|                                                 |   |                    |
|-------------------------------------------------|---|--------------------|
| Cancellation                                    | – | <b>SUM INSURED</b> |
| Medical Expenses                                | } | <b>£3,000</b>      |
| Repatriation                                    |   | <b>£5,000,000</b>  |
| Curtailment                                     | – | <b>£3,000</b>      |
| Luggage & Personal Money                        | – | <b>£2,000</b>      |
| Luggage Delay                                   | – | <b>£150</b>        |
| Loss of Passport                                | – | <b>£150</b>        |
| Personal Liability                              | – | <b>£1,000,000</b>  |
| Personal Accident                               | – | <b>£10,000</b>     |
| Delayed Departure                               | – | <b>£150</b>        |
| Missed Departure                                | – | <b>£500</b>        |
| Legal Expenses                                  | – | <b>£10,000</b>     |
| Golf Equipment (applicable to golf policy only) | – | <b>£1,000</b>      |

**FULL DETAILS OF THE COVER IS SHOWN OVERLEAF**

### Statutory Cancellation Rights

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

### Cancellation Outside The Statutory Period

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

**We** reserve the right to cancel the policy by providing 21 days notice by registered post to **Your** last known address. No refund of premium will be made.

### Non payment of premiums

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

**Period of Cover:** In respect of Cancellation Cover from the date of premium receipt until leaving **Home** on the date of travel. In respect of all other parts of Cover from the commencement of travel date from the United Kingdom until return to the United Kingdom but not exceeding the **Period of Insurance**. In respect of one-way journeys cover will cease 24 hours after arrival at the final destination. In the event of the period of the **Trip** being extended due to illness or injury of **You** or **Your** travelling companion this insurance is automatically extended until, at **Our** option, the person concerned is either fit to return to the United Kingdom or until they have arrived **Home** or been admitted into medical care in the United Kingdom. In the event that **We** exercise **Our** right under the conditions applying to the medical expenses and repatriation expenses and curtailment sections of the policy to repatriate **You** and that **You** then refuse to be repatriated, all cover under this policy will cease from the time when the repatriation could have been arranged to take place. In respect of Annual Multi Trips any one **Trip** shall be limited to 31 days. No cover shall exist for any part of any **Trip** exceeding 31 days.

### EMERGENCY ASSISTANCE & REPATRIATION

The Travel Assistance service, operated by FirstAssist, is available 24 hours a day and can arrange admission to hospital, ambulance transfers and air repatriation if necessary. To obtain assistance in any country simply make a call to FirstAssist on

**Tel: +44 (0)20 8763 4886 Fax: +44 (0)20 8763 3035**

An on-line new case notification form is available on the FirstAssist website: [www.firstassist.co.uk](http://www.firstassist.co.uk). Click on Assistance services/claims information. For ongoing enquiries **you** can email direct on

**international.ops@firstassist.co.uk**

The **Insured Person** must contact FirstAssist and obtain their authorisation before any expenses are incurred over £500. Until FirstAssist have been contacted, **we** cannot accept responsibility for any expenses.

Should **you** be admitted to hospital as an inpatient (overnight), then immediate contact must be made with the Travel Assistance Service.

### Claims

must be notified immediately in writing to

**TOWERGATE CHASE PARKINSON**

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

Tel: 0870 906 3144 Fax: 0870 906 3149

eMail: [chaseparkinson@towergate.co.uk](mailto:chaseparkinson@towergate.co.uk)

In the event of a claim both this document and the Booking Confirmation/Invoice must be produced.

## DEFINITIONS

**Us/We/Our** – FirstAssist Insurance Services Limited.

**Insured Person/You/Your/Yourself** – Each person named on the Travel Company booking confirmation.

### Period of Insurance

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

– **Annual Multi Trip**: 12 months from the date **You** start/renew the policy.

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

**Home** – **Your** normal place of residence in the United Kingdom.

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

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

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

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

## CANCELLATION

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

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

### Exclusions

(i) The first £50 of each and every claim per event for each **Insured Person** claimed for under this section. (ii) Any claim arising from a medical condition existing prior to the payment of the insurance premium or from a recurrent condition for which the sick person whose medical condition causes cancellation, whether they are booked to travel on the holiday or not, has or has had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing (iii) Any claim arising from a medical condition existing prior to the payment of the insurance premium or from any recurrent condition where a **Medical Practitioner** would have advised the persons travelling not to travel. (iv) Any additional charges incurred as a result of any delay in the **Insured Person** cancelling the booked arrangements.

## MEDICAL EXPENSES

**We** will pay **You** up to the Sum Insured following illness or injury of **You** occurring during the **Period of Insurance** by reimbursement of necessary receipted costs in respect of emergency medical, surgical or hospital treatment, drugs or appliances, all provided or prescribed by a **Medical Practitioner** and given and incurred during the **Trip** together with the receipted travelling costs incurred in order to obtain such treatment.

### Exclusions and Conditions:- below

## REPATRIATION EXPENSES

**We** will pay **You** up to the Sum Insured

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

### Exclusions and Conditions:- below

## CURTAILMENT

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

### Exclusions applying to Medical Expenses, Repatriation Expenses and Curtailment

(i) The first £50 of each and every claim per event for each **Insured Person** claimed for under this section (ii) Medical conditions existing prior to the payment of the insurance premium or any consequence thereof in respect of which a **Medical Practitioner** would advise against travel or that treatment may be required during the duration of the **Trip** (iii) (a) Manipulative treatment (b) Alternative medicine (iv) Medical conditions existing prior to payment of the insurance premium in respect of which the sick or injured person has or has had symptoms which are awaiting or receiving treatment, investigation, tests, referral or the results of these (v) The cost of replenishing supplies (vi) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures) (vii) (a) Any costs incurred in respect of treatment that can reasonably wait until **You** have returned to the United Kingdom (b) Cover only applies for emergency treatment necessary in respect of illness or injury occurring during the **Trip** and does not cover costs in respect of treatment of any underlying or related medical condition (viii) All claims following **You** acting against medical advice (ix) Any expenses incurred more than 12 months after the date of the illness or injury occurring (x) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider. (xi) Any condition related to exposure to the sun (xii) Dental Treatment

### Conditions applying to Medical Expenses and Repatriation Expenses and Curtailment

- 1) In the event of death, or in the event of injury or illness likely to result in hospitalisation, repatriation, or any alteration in travel plans then immediate advice must be given to the Medical Assistance Service as specified in this policy and **We** will only pay for expenses agreed by them.

- 2) **You** shall take all reasonable action to obtain medical treatment within any existing reciprocal health care agreement and recover any refunds within that agreement to which they may be entitled. Furthermore **You** (and/or **Your** legal representative) hereby authorise the release of any medical information as may be required to **Our** medical advisors.
- 3) Any costs reasonably incurred by the Medical Assistance Service on behalf of **You** and for the benefit of **You** in any emergency situation shall not be regarded as **Our** acceptance of the claim.
- 4) Any refunds in respect of pre-paid un-used travel or accommodation shall belong to **Us**.
- 5) **We** reserve the right to repatriate **You** to the United Kingdom when in the opinion of the **Medical Practitioner** in attendance and **Our** medical advisers **You** are fit to travel.

## LUGGAGE and PERSONAL MONEY

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

### Conditions

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

### Exclusions applying to Luggage and Personal Money

(i) The first £50 of each and every claim per event for each **Insured Person** claimed for under this section (ii) Liability in excess of £200 in respect of personal money (iii) Liability in excess of £200 in respect of **Valuables** (iv) Liability in excess of £200 in respect of any one article or set of articles (including disc collections) (v) Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit (vi) Telecommunications and motor vehicle related equipment and accessories (vii) Loss or damage to:- (a) Spectacles, sunglasses, dentures, or hearing aids, dental or medical fittings (b) Sports equipment and protective clothing (viii) Loss or damage in the custody of an airline or other carrier recoverable from such carrier (ix) Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

## LUGGAGE DELAY

If **Your** entire luggage is temporarily lost or delayed in transit on the outward journey from the United Kingdom and not returned to **You** within 24 hours of the discovery of same **We** will pay **You** up to the Sum Insured with a payment up to £50 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**.

## LOSS OF PASSPORT

In the event of the loss of **Your** passport during the **Period of Insurance** **We** will reimburse **You** in respect of the cost of an emergency replacement or temporary passport obtained whilst abroad including reasonable and receipted travelling expenses incurred in order to obtain same.

## PERSONAL LIABILITY

**We** will pay **You** up to the Sum Insured (inclusive of legal costs and expenses) against all sums **You** become legally liable to pay as damages for any claim or series of claims arising from any one event or source or original cause- (a) Accidental bodily injury to or death or

illness of any person (b) Accidental loss of or damage to material property, occurring during the **Period of Insurance**.

### Exclusions

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

## PERSONAL ACCIDENT

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

### Table of Compensation

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

### Definitions

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

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

## DELAYED DEPARTURE

In the event of the departure of the initial outward journey from the United Kingdom or the departure of the final return journey to the United Kingdom (excluding stopovers where **You** were scheduled to remain officially in transit) being delayed in excess of 12 hours due to failure or disruption of such pre-booked public transport **We** will compensate **You** with a payment of £20 after the first full 12 hours of delay and £10 for each subsequent full 12 hours of delay up to the Sum Insured.

## MISSED DEPARTURE

In the event of the **Insured Person** unavoidably missing the pre-booked departure of the outward journey from the United Kingdom or the final return journey to the United Kingdom due to failure or disruption of pre-booked connecting public transport to reimburse the **Insured Person** up to the Sum Insured in respect of the cost of additional travelling expenses incurred if the **Insured Person** is unable to reasonably reorganise the travel plans and is as a result stranded at such final departure point.

## LEGAL EXPENSES

**We** will pay the **Insured Person** up to the Sum Insured in respect of legal costs and expenses incurred in the pursuit of compensation and/or damages for personal injury or death during the **Period of Insurance**. It is a condition of this section that **We** shall have complete control over all negotiations, legal proceedings and the appointment and control of a solicitor.

## Exclusions

(i) The first £50 of each and every claim per event for each **Insured Person** claimed for under this section. (ii) Costs or expenses incurred in pursuit of any claim against a Tour Operator, Travel Agent, Insurer or Carrier. (iii) Any claim reported more than 180 days after the commencement of the incident giving rise to such a claim. (iv) Any claim where **We** consider there is insufficient prospect of success in obtaining a reasonable benefit. (v) Costs or expenses incurred prior to the acceptance of the claim by **Us**. (vi) Any claim by one member of the Insured party against any other member of the Insured party.

## GOLF EQUIPMENT (applicable to golf policy only)

The Luggage and Personal Money Section and Luggage Delay section are extended to include golf equipment.

(i) **We** will pay up to £1,000 for loss of or damage to golf clubs and bags (including whilst in use) occurring during the **Trip** but limited to £500 in respect of hired equipment. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value) and settlement will be limited to the lost or damaged item only and not the value of the complete pair or set. Any one item shall be limited to £150.

(ii) **We** will pay up to £25 per day up to £150 for hire of essential golf equipment if the equipment is temporarily lost or delayed for at least 12 hours on **Your** outward journey

## Exclusions applying to Golf Equipment

(i) The first £50 of each and every claim per event for each **Insured Person** under (i) above

(ii) The exclusions applicable to the Luggage and Personal Money section also apply where applicable

## GENERAL EXCLUSIONS

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

- Any claim (a) sustained whilst suffering from alcoholism or drug addiction (b) attributable to the influence of alcohol or drugs not prescribed by a qualified **Medical Practitioner** (c) due to or arising out of (i) stress, anxiety or depressive conditions, suicide or attempt thereof, psychiatric illness, terminal illness, any deliberate exposure to danger, a criminal act (ii) engaging in hazardous activities other than those covered in the table below or agreed by **Us**
- Any circumstances manifesting themselves subsequent to the date of booking the **Trip** but prior to the date of issue of the insurance.
- Any costs or expenses which are recoverable from any other source.
- Any liability, howsoever arising, resultant from (i) the use of either faulty or inferior property or property not fulfilling its purpose (ii) the

lack of provision of any service or the provision of such service not being of an appropriate standard (iii) withdrawal from service (temporary or otherwise) of a coach, an aircraft or sea vessel on the recommendation of a Port Authority, Civil Aviation Authority or of any similar body.

- Any liability resulting either directly or indirectly from any supplier of travel or associated services ceasing to trade.
- Any consequence of war, invasion, act of foreign enemy, act of terrorism (except under Medical Expenses and Personal Accident), hostilities whether war be declared or not, civil war, riot, civil commotion or workers or other persons taking part in a labour dispute, rebellion, insurrection, military or usurped power.
- Loss, destruction or damage to any property, legal liability, injury, expense or indemnity of whatsoever nature arising directly or indirectly from or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or waste or any nuclear component of whatsoever nature.
- Any loss not directly associated with the incident that caused **You** to claim. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, cost incurred in preparing a claim or loss of earning following injury or illness.
- Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.
- In respect of Annual and Single Trip Policies, any person age 65 years or over.

## GENERAL CONDITIONS

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

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

- The insurance premium is not refundable under any circumstances other than during the period as defined in the paragraph headed 'Statutory Cancellation Rights' on page one.
- Cover for children aged under 2 is limited to Cancellation, Medical and Repatriation expenses only.
- This policy does not cover any person who is not normally resident in the United Kingdom.
- You** shall take all reasonable precautions to avoid injury loss or damage.
- If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to Personal Accident).

## Hazardous Activities

### Covered

Aerobics, Badminton, Baseball, Basketball, Boogie Boarding, Bowls, Cricket, Croquet, Curling, Cycling (no racing), Fell Walking, Fishing, Golf, Ice Skating, Jogging, Manual Work at ground level involving no machinery, Marathon Running, Mountain Biking on recognised routes, Rambling, Rounders, Sailing (within territorial waters), SCUBA Diving (down to 30m accompanied by a qualified diver or instructor), Snorkelling, Softball, Squash, Surfing, Swimming, Table Tennis, Tennis, Ten Pin Bowling, Volleyball, Walking, Water Polo.

### Covered if professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions

Abseiling, Archery, Banana Boating, Black Water Rafting, Bungee Jumping, Canoeing/Kayaking - no white water, Clay Pigeon Shooting, Fencing, Flotilla Sailing (with professional leader), Go Karting, Gymnastics, Hiking between 4,000m and 6,000m, Horse Riding (no jumping), Hot Air Ballooning, Indoor Rock Climbing (with belays), Jet Biking, Jet Skiing, Paint Balling, Parascending over water, Pony Trekking, River Tubing (no white water), Shooting (not Big Game), Sleigh riding as a passenger, Swimming with Dolphins, Trampolining, Water Skiing (no jumping), White Water Rafting, Zorbing

### NOT Covered

Base Jumping, Big Game Hunting, BMX Stunt Riding, Boulderling, Boxing, Canyoning, Caving/ Pot Holing, Coastering, Cycle Racing, Flying except as a fare paying passenger, Free / High Diving, Gliding, Hang Gliding, Horse Jumping / Hunting, Judo / Karate / Martial Arts, Kite Surfing, Lacrosse, Micro Lighting, Motor Cycling unless on machines of less than 125cc and where **you** have held a motorcycle licence for at least 3 years and are conviction free and are wearing a helmet, Mountaineering, Organised Team Sports, Parachuting, Paragliding, Parascending over land, Polo, Professional / Semi Professional Sports, Quad Biking, Rock Climbing, Sailing outside territorial waters, Scuba Diving below 30m, Shark Diving, Street Hockey, Water Ski Jumping, Weightlifting, Wrestling.

## Winter Sports (subject to the appropriate premium being paid)

(other than curling or ice skating) are excluded unless an additional premium has been paid and accepted. Where Winter Sports cover has been purchased **you** are covered for the dates stated on **your** single trip winter sports schedule. The following activities are covered: On piste skiing or snowboarding on piste, Off-piste skiing or snowboarding where accompanied by a qualified guide or instructor, Cross-country skiing on recognised routes and with a guide, Ski racing arranged by ski schools for their pupils, Sledging.

Examples of Winter Sports activities not covered are: Bobsleighing, Heli skiing, Ice Hockey, Luge, Use of Skeletons, Ski Acrobatics, Ski Jumping.

**If there are activities that you intend to participate in that are not listed above, please call us on 0870 906 3144 to confirm whether cover is provided.**

6. (i) (a) The travel company named in this document is not a servant or agent or employee of **Us** (b) **You** shall at the time of effecting this insurance disclose to Towergate Chase Parkinson directly any facts that could affect **Our** decision to provide insurance to **You** (ii) if, after the payment of the premium and the issue of cover, but before commencement of travel, **You** or any other person upon whose health the **Trip** is dependant shall suffer from any medical condition which may affect the travel plans or may require medical intervention during the **Period of Insurance** then such condition shall be disclosed to Towergate Chase Parkinson immediately.
  7. On the happening of any event which may give rise to a claim **You** shall (a) give immediate written notice but in any event within 28 days of the date of the occurrence to Towergate Chase Parkinson (b) furnish at **Your** expense such reports information and proof as may reasonably be required.
  8. **You** are not at the time of effecting this insurance aware of any circumstances which are likely to result in a claim under this policy.
  9. All liability shall cease upon **Your** return to the United Kingdom or upon **Your** admission into medical care in the United Kingdom whichever shall be the sooner.
  10. **You** and **We** are free to choose the law applicable to this policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by purchasing this policy **You** have agreed to this.
  11. **We** shall be entitled at **Our** own expense to take any proceedings **We** consider reasonable in name to recover any payment made under this policy and any amount so recovered shall belong to **Us**.
  12. **You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
    - Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
    - Make a statement in support of a claim knowing the statement to be false in any respect; or
    - Submit a document in support of a claim knowing the document to be forged or false in any respect; or
    - make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.
- Then
- **We** shall not pay the claim.
  - **We** shall not pay any other claim which has been or will be made under the policy.
  - **We** may at **Our** option declare the policy void.
  - **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy.
  - **We** shall not make any return of premium.
  - **We** may inform the Police of the circumstances.

## COMPLAINTS PROCEDURE

**We** hope that **you** will be pleased with the service **we** provide. However, if **you** have a complaint about the service, or about a claim, please write to the

Managing Director,  
Towergate Chase Parkinson, Towergate House,  
PO Box 416, West Byfleet, Surrey KT14 7YE.

If **you** are still not satisfied, please write to the

Customer Relations Office, FirstAssist Insurance Services  
Limited, 1 Drake Circus, Plymouth PL1 1QH.

Telephone: +44 (0) 845 071 9069. Fax: +44 (0) 1752 258564.

If **you** are still not happy with the response **you** have received, **you** have the right to ask the Financial Ombudsman Service to review **your** case. **You** must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint.

**We** will remind **you** of the time limits in **our** final response.

Financial Ombudsman Service, Insurance Division  
South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Tel: 0845 080 1800

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**We** must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

**Your** rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **you** are a private policyholder, a business with a group turnover of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

## DATA PROTECTION NOTICE

### How we protect your Personal Data

#### Introduction

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about **yourself** and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

#### The Data Controller

The Data Controller is FirstAssist Insurance Services Limited.

#### Protection of your Personal Data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of **yourself** or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within the FirstAssist Group) or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

#### Inaccurate Data

If **you** believe that **we** are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

#### Telephone Calls

Please note that for our mutual protection telephone calls to FirstAssist may be monitored and/or recorded.

#### Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to;
  - help **us** make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;

- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

#### **KNOW BEFORE YOU GO**

**We** are working with the Foreign and Commonwealth Office (FCO) to do all that **we** can to ensure the safety of British Travellers overseas. **We** recommend that before **you** go overseas **you** check the FCO website at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). It is packed with essential travel advice and tips, and up-to-date country-specific information.

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

Great Lakes Reinsurance (UK) PLC is a member of the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).

**Towergate Chase Parkinson is a trading name of Towergate Underwriting Group Limited  
Authorised and regulated by the Financial Services Authority**

**Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462.  
Registered Office at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.  
Authorised and regulated by the Financial Services Authority**

**This Insurance is underwritten by Great Lakes Reinsurance (UK) PLC.**

**This policy is administered by:**

**FirstAssist Insurance Services Limited: Registered in England and Wales No. 04617110  
Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU  
Authorised and regulated by the Financial Services Authority**

**and**

**Towergate Underwriting Group Limited: Registered in England No. 4043759  
Registered Office: Towergate House, Eclipse Park, Sutingbourne Road, Maidstone, Kent ME14 3EN**

You can check the above details on the Financial Services Authority Register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.