



Civil Service Insurance Society

YOUR SINGLE TRIP TRAVEL INSURANCE

This policy is underwritten by ETI-International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV) A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939.

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. (FCA registration number 220041)

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 Policy Schedule issued by the Civil Service Insurance Society 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.

CSIS Travel Insurance is arranged by BRS Risk Management a trading name of Butcher Robinson & Staples International Limited, 3rd Floor, Sackville House, 143/149 Fenchurch Street, London EC3M 6BN which is authorised and regulated by the Financial Conduct Authority

THIS DOCUMENT PROVIDES DETAILS OF THE COVER PROVIDED BY A MASTER POLICY HELD BY CSIS

SUMMARY OF COVER LIMITS

Cancellation	£3,500
Medical Expenses (not applicable to ukTrips) and Repatriation	£5,000,000
Curtailment	£3,500
Luggage	£1,500
Luggage Delay	£150
Personal Money	£250
Personal Liability	£1,000,000
Personal Accident	£25,000
Legal Costs and Expenses	£25,000
Loss of Passport (not applicable to ukTrips)	£250
Delayed Departure (not applicable to ukTrips)	£100
Missed Departure (not applicable to ukTrips)	£400
Winter Sports Cover (subject to the appropriate premium being paid)	
Inability to ski	£150
Ski Hire	£200
Avalanche	£150
Piste Closure	£150

**THIS IS ONLY A SUMMARY OF THE MAIN COVER LIMITS.
PLEASE NOTE SOME SECTIONS OF COVER ALSO HAVE EXTRA SUB LIMITS.
YOU SHOULD READ THE REST OF THIS POLICY FOR THE FULL TERMS AND CONDITIONS.**

IMPORTANT INFORMATION

EMERGENCY ASSISTANCE & REPATRIATION

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

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION IN TRAVEL PLANS

MAYDAY ASSISTANCE

Telephone +44 (0)1444 454 540

When calling state **Your** identity, this Document No. and the identity and telephone number of the treating doctor.

DEMANDS AND NEEDS STATEMENT

CSIS travel insurance is typically suitable for those who wish to insure themselves when travelling, for medical emergencies, delayed departures, cancellations and curtailment, delayed possessions, lost or stolen possessions, loss of travel money and travel documents, personal accident, personal liability and legal expenses whilst overseas.

You may already possess alternative insurance(s) for some or all of the features and benefits provided by this product. It is **Your** responsibility to investigate this.

CSIS travel insurance has not provided **You** with any recommendation or advice about whether this product fulfils **Your** specific insurance requirements.

OPTION TO CANCEL

This is **Your** insurance policy - please read it carefully to ensure that it meets **Your** requirements. In the event that it does not, please return all of **Your** documents within 14 days of receipt for a refund of **Your** premium.

If during the first 14 days **You** ask **Us** to perform or provide the services given under this policy then **We** are entitled to recover all costs **You** have used for the service provided, if **You** still decide to cancel within the 14 day period.

Please note that after the 14 day period, refund of **Your** policy is no longer valid.

VALIDATION OF COVER

Cover is validated only when this document is issued in conjunction with a Policy Schedule issued by the Civil Service Insurance Society stating details of the insured travellers, the period of cover, the travel details and the premium paid. This insurance is valid only for UK residents.

THE INSURED

The Insured shall mean any person listed on the Policy Schedule issued by The Civil Service Insurance Society in respect of whom an insurance premium has been paid. Cover for children aged under 2 is limited to Cancellation, Medical and Repatriation expenses only

PERIOD OF INSURANCE

In respect of cancellation cover from the date of the premium receipt until leaving **Your Home** in the U.K. on the date of travel. In respect of all other parts of cover from the commencement of travel date from the U.K. until the return to the U.K. 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.

IMPORTANT INFORMATION (continued)

HEALTH CONDITIONS Applying to travel to all destinations

In respect of travel **inside the United Kingdom and Europe** it is a requirement that, at the time of taking out this policy, and between that time and **Your** departure, **You** must comply with each of the following:

- (1) **You** are not aware of any reason why the trip should be cancelled or cut short
- (2) had **You** contacted your **Medical Practitioner** prior to departure, he/she would not have advised against travel
- (3) **You** are not travelling:-
 - (a) for the purpose of obtaining medical treatment, or
 - (b) if **You** have been given a terminal prognosis
- (4) **You** are not receiving or awaiting treatment for any illness or injury as a hospital day case or in-patient as any claim arising from the illness or injury will not be covered
- (5) if **You** are on medication at the time of travel **Your** medical condition must be stable/well controlled

ADDITIONAL HEALTH CONDITIONS Applying to travel to all Worldwide destinations

In respect of travel **outside of the United Kingdom and Europe** this insurance carries Health Exclusions so **You** should inform ERV Screen & Go for each Period of Insurance of any medical conditions or facts that may affect the Underwriters acceptance of **Your** cover.

Please telephone ERV Screen & Go on 01403 788975 (Office hours 9am – 5pm, Monday-Friday, excluding Bank Holidays) to inform **Us** if anyone to be covered by this policy, or any **Close Relative** or **Business Associate**, whether they are booked to travel on the holiday or not:-

- (a) Has a pre-existing medical condition that has required treatment or for which medication has been prescribed in the last 24 months
- (b) Has or has had any condition still requiring periodic review or is awaiting any tests, treatment, investigation, referral or results of the same.

(Additional Premium or Terms may apply Claims arising from an existing medical condition that has not been declared and accepted by ETI-International Travel Protection, ERV Screen & Go, are not covered by this policy.)

TRAVEL TO USA AND CANADA

This Insurance excludes cover for any person aged 76 years and over for trips to the USA and Canada as stated in General Exclusion 11.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

APPENDIX 1.

Countries defined as Europe:-

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Isle of Man, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (European), San Marino, Serbia/Montenegro, Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine and Vatican City.

Before **You** travel, **You** must tell **Us** about anything that may affect **Your** cover. If **You** are not sure whether something is relevant, **You** must tell **Us** anyway. **You** should keep a record of any extra information **You** give **Us**. If **You** do not tell **Us** about something that may be relevant, **Your** cover may be refused and **We** may not cover any related claims.

DEFINITIONS

We/Our/Us - ETI-International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV) (in the Legal Costs and Expenses Section **We, Our, Us** refers to DAS Legal Expenses Insurance Company Limited).

Insured Person/You/Your/Yourself - Any person named on the policy schedule issued by CSIS and for whom a premium has been paid.

Period of Insurance - The period for which **We** have accepted the premium as stated in the policy schedule. The period of insurance is automatically extended for any period of delay due to an event insured by this 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, Channel Islands or Isle of Man.

Europe - Appendix 1. (page 3.)

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

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

Valuables - Jewellery, furs, watches, articles made of or containing precious metals or stones, musical instruments, binoculars, electronic games, audio, video, photographic or computer equipment including any ancillary equipment or accessories all owned by **You**.

Close Relative - Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent or step child.

Public Transport - Any publicly licensed aircraft, sea vessel, train or coach on which **You** are booked to travel.

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

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

Consent - **Your** agreement on **Your** own behalf; and, where **You** are the legal parent or guardian of children under the age of 16 to be insured on the policy, on their behalf; and **Your** warranty that, **Your** spouse or

partner and any other children aged 16 and above to be insured on the policy, have given their agreement; and **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of 16 to be insured on the policy but **Your** spouse or partner is, that **Your** spouse or partner has given his/ her agreement on their behalf.

SPORTS & ACTIVITIES

Any involvement in the following sports and/or activities is subject to your compliance with local laws and regulations and the use of recommended safety equipment (such as a helmet, harness, knee and/or elbow pads, lifejacket etc.).

Please note the policy terms and conditions will still apply in all other respects

Cover is included for the following Activities:-

Abseiling, Angling, Archery, Badminton, Baseball, Basketball, Beach Games, Billiards, Bird Watching, Bodyboarding, Bowling, Bowls, Camping, Canoeing (excluding white water), Catamaran Sailing (In-shore), Clay Pigeon Shooting (No PA/PL), Cricket, Croquet, Curling, Dancing, Darts, Diving (indoor up to 5 metres), Fell Walking, Flag football, Football, Fresh Water/Sea Fishing (Inshore Waters), Frisbee, Fruit or Vegetable Picking (not involving the use of machinery), Go Karting, Golf, Guided Glacier Walking (up to 1500 metres No PA/ PL), Hockey (No PA/ PL) , Hiking/Trekking/ Walking up to 3000 metres, Horse Riding (no jumping), Ice Skating, Jet Boating, Jet Skiing, Jogging, Kayaking, Keepfit, Kite Boarding/ Surfing, Kiting, Korfball, Lacrosse, Model Flying, Model Sports, Motorcycling (EU Only - on road wearing a helmet provided you hold an appropriate UK licence	for the capacity of the motorcycle you are riding up to a maximum of 14 days in any one trip with a maximum of 125cc), Mountain Biking (not downhill), Netball, Petanque, Pigeon Racing, Pony Trekking (No PA/PL), Pool, Quoits, Rackets, Rafting (Grade 1 & 2 rivers only), Rambling, Racquet Ball, River Walking, Road Cycling, Rounders, Rowing, Running, Safari (UK Organised), Safari Trekking (UK organised), Sail Boarding, Sailing (inshore recreational), Scuba Diving to 30 metres if qualified and not diving alone or down to 9 metres if not qualified and must be accompanied by a qualified instructor, Sea Fishing (Inshore Waters), Small bore target shooting (target range-not hunting), Skiing/Snowboarding (On-Piste), Sledging, Snooker, Snorkelling, Softball, Squash, Stoolball, Stoopball, Surfing, Swim Trekking, Swimming, Swimming with Dolphins/
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Turtles, Table Tennis, Ten Pin Bowling, Tennis, Volleyball, Wakeboarding, Water Skiing (No jumps), Whale	Watching, Windsurfing, Yachting (recreational, inland and coastal waters), Yoga and Zipwiring.
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Where noted as No PA/PL the Personal Accident (PA) and/or the Personal Liability (PL) sections of the policy will not apply and will be excluded from cover.

Cover is excluded for the following Activities:-

Black Water Rafting	Polo
Bobsleighting	Pot Holing
Boxing	Professional Sporting Events
Bungee Jumping	(Track and Field, Gymnastics, Road Racing)
Camel/Elephant Riding	Rock Climbing
Canyoning	Rugby
Cliff Diving	Skidooing
Combat Sports	Skiing/Snowboarding (Off-Piste)
Deep Sea Fishing	Snowmobiling
Free Running / Parkour	Submarining
Hang Gliding	Trampolineing
Hot Air Ballooning	White Water Rafting (Grade 3 and above)
Hunting	
Ice Hockey	
Martial Arts	
Microlighting	
Motor and Motorcycle Racing	
Motorcycling Holidays, Mountaineering	
Ocean Sailing/ Yachting (Offshore passage making)	
Paintballing	
Parachuting	
Paragliding	
Parascending	
Piloting Aircraft	

Please note: Manual work is also excluded.

IF YOU ARE PLANNING TO TAKE PART IN ANY SPORTS OR ACTIVITIES NOT DETAILED PLEASE CONTACT CSIS ON 01622 766960

HELPLINES

POLICY INFORMATION	01622 766960
TRAVEL CLAIMS	01403 788983
MEDICAL REFERRAL	01403 788975

CLAIMS

Claims must be notified immediately in writing to:
ERV Claims
 PO Box 9, Mansfield, Nottinghamshire NG19 7BL
 Telephone: 01403 788983

Downloadable Claim Form: www.erv.co.uk/claims

In respect of Legal Costs and Expenses please contact DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH
 Telephone: +44 (0) 117 934 2000
 Fax: +44 (0)117 934 2109

In the event of a claim the Policy Schedule must be produced

WHAT IS COVERED

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 or effecting 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 the host.

- 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

MEDICAL EXPENSES

(not applicable to UK Trips)

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 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.

WHAT IS NOT COVERED

CANCELLATION

- The first £60 of each and every claim per event for each **Insured Person**.
- 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, periodic review, referral or the results of any of the foregoing unless **We** have agreed in writing to cover **You**.
- 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.
- Any additional charges incurred as a result of any delay in the **Insured Person** cancelling the booked arrangements.
- Any claims for costs relating to pregnancy or childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy and Childbirth.

MEDICAL EXPENSES, REPATRIATION EXPENSES AND CURTAILMENT

- The first £60 of each claim for each event for each **Insured Person** claimed for under this section.
- Medical conditions existing prior to departure from the United Kingdom 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**.
- (a) Manipulative treatment (b) Alternative medicine
- Medical conditions existing prior to departure from the United Kingdom 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
- The cost of replenishing supplies

WHAT IS COVERED

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 to pay (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** to pay (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.

CURTALMENT

Following **Us** admitting liability for a claim within the Repatriation Expenses section of this policy to 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 (inclusive of legal costs and expenses).

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 liability shall only attach in respect of 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 **You** 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.

WHAT IS NOT COVERED

- 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)
- Any costs incurred in respect of treatment that can reasonably wait until **You** have returned to the United Kingdom
- Cover only applies for emergency treatment necessary in respect of illnesses or injury occurring during the **Trip** and does not cover costs in respect of treatment of any underlying or related medical condition
- All claims following **You** acting against medical advice
- Any expenses incurred more than 12 months after the date of the illness or injury occurring
- **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider
- Dental Treatment
- Any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to complications of Pregnancy and Childbirth

WHAT IS COVERED

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

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 of up to £50 for each full 24 hours without luggage in respect of receipted emergency essential replacements purchased by **You**

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 together with claimant's costs in respect of - (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**.

WHAT IS NOT COVERED

LUGGAGE and PERSONAL MONEY

- The first £60 of each and every claim per event for each **Insured Person** claimed for under this section.
- Liability in excess of £250 in respect of personal money
- Liability in excess of £500 in respect of personal **Valuables**
- Liability in excess of £500 in respect of any one article or set of articles (including disc collections)
- Loss of or damage to money and **Valuables** whilst **unattended** or in/from luggage in transit
- Telecommunications and motor vehicle related equipment and accessories
- Loss or damage to:- (a) Spectacles, sunglasses, dentures, or hearing aids, dental or medical fittings (b) Sports equipment and protective clothing
- Loss or damage in the custody of an airline or other carrier recoverable from such carrier
- Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

PERSONAL LIABILITY

- The ownership, possession or use of any aircraft, watercraft or mechanically propelled vehicle
- 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
- Any wilful or malicious act
- The pursuit of any trade business or profession
- Bodily injury death or illness of **You** or any member of **Your** family

Liability assumed under agreement (such as hire agreement) unless such liability would have attached notwithstanding any such agreement.

WHAT IS COVERED

LEGAL EXPENSES

Important - cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**). The legal advice service is provided by DAS Law Limited and or a preferred law firm on behalf of **DAS**.

DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274, Website; www.das.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 5417859, Website; www.daslaw.co.uk

DAS agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the **insured incident** is during the **policy period**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
4. the **insured incident** happens within the **countries covered**.

What DAS will pay

DAS will pay an **appointed representative**, on the **Insured Persons** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that the **insured person**

WHAT IS NOT COVERED

Exclusions applying to this section

DAS will not pay for the following:

1. Any claim relating to any **illness** or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to an **insured person**.
3. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Any claim relating to clinical negligence.
5. A claim where an **Insured Person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
6. An incident or matter arising before the start of this cover.
7. **Costs and expenses** incurred before **DAS'** written acceptance of a claim.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against ETI - International Travel Protection, **DAS**, tour operator or travel agent.
14. Any claim where **you** are not represented by a law firm or barrister.

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wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist

- d. for an enforcement of judgment to recover money and interest due to the **Insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **Insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**.

Appointed representative

The **preferred law firm** or law firm **DAS** will appoint to act on behalf of the **Insured Person**.

Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- b. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **DAS'** agreement.

Countries covered

Worldwide

DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the

WHAT IS NOT COVERED

WHAT IS COVERED

event happened, which may be before the date the **insured person** first became aware of it.)

Insured person

The person stated on the **Policy Schedule** as being insured.

Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

The prospects that the **Insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS'** behalf, will assess whether there are **reasonable prospects**.

DAS

DAS Legal Expenses Insurance Company Limited.

Insured incident

A specific or sudden accident that causes death or **Bodily Injury** to the **insured person**.

Conditions applying to this section

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** which is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the

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most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.

The amount **DAS** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.

- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

2.
 - a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
 - b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to give.

3.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS'** written consent.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.

4.
 - a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
 - b. An **insured person** must take every step to recover **costs and expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.

6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to

WHAT IS NOT COVERED

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reclaim from an **insured person** any **costs and expenses** **DAS** has paid.

7. If there is a disagreement between the **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **Insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **DAS**. If there is a disagreement over the choice of a rbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the Insured Person and **DAS** or may be paid by either you or **DAS**.
8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
9. An **insured person** must:
 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **DAS** asks for, in writing, and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
 - a. a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - b. a false declaration or statement is made in support of a claim.

WHAT IS NOT COVERED

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11. Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

DAS will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of any European Union Country, Isle of Man, the Channel Islands, Switzerland and Norway.

An **insured person** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **insured person** back depending on the **insured person's** enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help check and improve service standards, **DAS** may record all inbound and outbound calls.

To contact the above service, phone **DAS** on +44 (0) 117 934 0548. When phoning, please quote the policy number.

DAS will not accept responsibility if the Helpline Service is unavailable for reasons **DAS** cannot control.

DATA PROTECTION

To comply with data protection regulations **DAS** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use the **insured person's** information.

WHAT IS NOT COVERED

WHAT IS COVERED

DAS may collect personal details, including the **insured person's** name, address and, on occasion the **insured person's** medical records.

This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice.

WHO DAS ARE

DAS is part of DAS UK Holdings Limited (DAS UK Group). The use of the **insured person's** personal data by DAS and members of the DAS UK Group are covered by **DAS'** individual company registrations with the Information Commissioner's Office.

HOW DAS WILL USE YOUR INFORMATION

DAS may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers and specialist agencies so they may contact the **insured person** to ask for the **insured person's** feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice DAS may have to send the information outside of the European Economic Area in order to give the **insured person** legal advice on non-European Union law. DAS will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by **DAS'** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

GOT A QUESTION

If the insured person has any questions or comments about how **DAS** store, use or protect the **insured person's** information, or if the **insured person** wish to request to see the information **DAS** hold about the **insured person**, the **insured person** can do this by calling 0344 893 9011, by writing to the Data Protection Officer at **DAS** Head Office address (please see page 9) or by visiting **www.das.co.uk**

WHAT IS NOT COVERED

WHAT IS COVERED

LOSS OF PASSPORT (not applicable to UK trips)

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 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 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) Permanent total disablement - £25,000
- b) Death (if aged under 16 or over 65) - £1,000
- c) Death (if death occurs as a result of ownership, possession or use of any mechanically propelled vehicle) - £1,000
- d) Death (other than b) or c) above - £12,500
- e) Loss of one or more limbs or of one or both eyes - £12,500

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 occupation whatsoever 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 the total compensation in respect of each **Insured Person** shall not exceed the Sum Insured.

WHAT IS NOT COVERED

WHAT IS COVERED

DELAYED DEPARTURE (not applicable to UK trips)

In the event of the departure of the initial outward **Trip** from the United Kingdom or the departure of the final return **Trip** 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 (not applicable to UK trips)

In the event of **You** unavoidably missing the pre-booked departure of the outward **Trip** from the United Kingdom or the final return **Trip** to the United Kingdom as a result of:

1. the failure or disruption of pre-booked connecting public transport,
2. an accident to or breakdown of the vehicle in which **You** are travelling, or
3. an accident or breakdown happening ahead of **You** on a motorway or dual carriageway which causes unexpected delay to the vehicle in which **You** are travelling

We will reimburse **You** up to the Sum Insured in respect of the cost of the additional travelling expenses incurred in reaching **Your** overseas destination or returning to the United Kingdom if **You** are unable to reasonably reorganise the travel plans and are as a result stranded at such a final departure point.

WINTER SPORTS COVER Inability to ski

Following illness or injury of the **Insured Person** resulting in an admissible claim under the Medical Expenses section of the policy and resulting in their inability to ski as certified by an overseas treating doctor at the time of the incident to reimburse the **Insured Person** up to the Sum Insured irrecoverable pre-paid costs in respect of ski hire, lift passes and ski lessons.

Ski Hire

Following accidental damage to or loss of the **Insured Person's** own skis during the **Period of Insurance** to pay reasonable ski hire costs for the equivalent ski equipment, necessarily incurred by the **Insured Person** for the remainder of the **Period of Insurance**.

WHAT IS NOT COVERED

MISSED DEPARTURE

1. An accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairer's report is not provided.
2. Breakdown of any vehicle owned by **You** which has not been serviced properly and maintained in accordance with the manufacturers' instructions.

Special Conditions relating to missed departures

1. If **You** make a claim caused by any delay happening on a motorway or dual carriageway **You** must get written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay
2. **You** must allow enough time for the public transport or other transport to arrive on schedule and to deliver **You** to the departure point.

WINTER SPORTS COVER

1. Cover for persons over the age of 65 years

WHAT IS COVERED

Avalanche

To reimburse up to the Sum Insured additional travel and accommodation expenses necessarily incurred by the **Insured Person** in arranging a detour as a result of avalanche, landslide, snow or flood first commencing after the due time and date of departure from the UK.

Piste Closure

In the event that due to inadequate snow cover in the pre-booked resort, resulting in the closure of all ski lifts, it is not possible to ski, to pay up to £25 per day up to the Sum Insured for the additional cost of transportation and purchase of a daily lift pass in order to travel to an alternative site.

WHAT IS NOT COVERED

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.

1. 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.
2. Cover for children aged under 2 is limited to Cancellation, Medical and Repatriation expenses only.
3. This policy does not cover any person who is not normally resident in the United Kingdom.
4. **You** shall take all reasonable precautions to avoid injury loss or damage.
5. 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).
6. (i) (a) CSIS is not a servant or agent or employee of **Us** (b) **You** shall at the time of effecting this insurance disclose to ERV 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 **You** must ensure:-
*In respect of travel within the **United Kingdom** and **Europe** - **You** have sought the advisability of taking such a **Trip** with the treating **Medical Practitioner** and the relevant medical records marked to confirm this. Where it is known before commencement of travel that medical intervention will be required during the **Trip** **You** must immediately contact ERV Claims on 01403 788983*
*in respect of travel outside of the **United Kingdom** and **Europe** – such condition shall be immediately disclosed to ERV Screen & Go on 01403 788975*
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 ERV Claims (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.

GENERAL EXCLUSIONS

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

1. Any claim (a) sustained whilst suffering from alcoholism or drug addiction (b) attributable to the influence of alcohol or drugs not prescribed by a qualified **Medical Practitioner** (c) due to or arising out of (i) stress, anxiety or depressive conditions, suicide or attempt thereat, psychiatric illness, terminal illness, sexually transmitted disease, any deliberate exposure to danger, a criminal act (ii) mountaineering or rock climbing involving the use of ropes or guides, pot holing, racing, or any other hazardous pursuits (iii) flying other than as a passenger in a fully licensed aircraft.
2. Any circumstances manifesting themselves subsequent to the date of booking the **Trip** but prior to the date of issue of the insurance.
3. Any costs or expenses which are recoverable from any other source.
4. Any liability, howsoever arising, resultant from (i) the use of either faulty or inferior property or property not 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.
5. Any liability resulting either directly or indirectly from any supplier of travel or associated services ceasing to trade.
6. Any consequence of war, invasion, act of foreign enemy, act of terrorism, hostilities whether war be declared or not, civil war, riot, civil commotion or workers or other persons taking part in a labour dispute, rebellion, insurrection, military or usurped power.
7. Loss, destruction or damage to any property consequential loss, legal liability, injury, expense or indemnity of whatsoever nature arising directly or indirectly from or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or waste or any nuclear component of whatsoever nature.
8. Unless **We** provide cover under this insurance any other loss, damage or additional expense following on from the event for which **You** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following injury or illness.
9. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.
10. Cover for postings abroad.
11. Cover for persons aged 76 years or over travelling to the USA or Canada.

*This exclusion shall not apply to losses under Medical Expenses, Repatriation Expenses, Curtailment and Personal Accident Sections unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of the **Trip**.*

COMPLAINTS PROCEDURE

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

When you contact us

Please give **Us Your** name and a contact telephone number.

Please quote **Your** policy and/or claim number, and the type of policy **You** hold.

Please explain clearly and concisely the reason for **Your** complaint.

Initiating your complaint

Any enquiry or complaint **You** have regarding **Your** policy or a claim notified under **Your** policy, may be addressed to:

The Managing Director,
ETI-International Travel Protection
Afon House
Worthing Road
Horsham
RH12 1TL

If **You** wish to complain under the legal costs and expenses section, please contact **DAS** by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- completing **DAS** online complaint form at www.das.co.uk/about-das/complaints

If **We** have given **You Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division,
Financial Ombudsman Service,
Exchange Tower, Harbour Exchange Square,
London E14 9SR

Telephone: 0300 1239123 or 0800 0234567

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

This procedure will not affect **Your** rights in law.

Data protection notice

Consent

When **You** bought **Your** Policy **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your** Policy, to be collected and processed by **Us** in accordance with this Data Protection Notice.

How We use Your Personal Data

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

We collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller of the arrangement and processing of this Policy and the handling of claims under it, is **ERV**.

Special Categories of Personal Data

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

Sharing Your Personal Data

We will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with other companies within the **ERV** Group and with third parties who perform services on **Our** behalf in administering **Your** Policy, handling claims and in providing other services under **Your** Policy. Please see **Our** [Privacy Policy](#) for more details about how **We** will use **Your** information.

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

We may transfer **Your** personal data outside of the European Economic Area (“EEA”). Where **We**

transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your Rights

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

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

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

Further Information

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

Data Protection Officer, **ERV**, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: Dataprotectionofficer@erv.co.uk
Phone: +44 (0) 1403 788 510

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