

asua

All Seasons Underwriting Agencies

School Group Travel Insurance SKI TEAM4 2016

Policy Booklet

ClaimsLine

Medical Emergencies

Mayday Assistance +44 (0) 1273 624661

All Other claims

Reactive Claims 01420 383010 (from the UK)

+44 1420 383010 (rest of world)

INSURANCE SCHEDULE Table of Benefits

This Table of Benefits applies to the category of insured persons and for the operative time stated below.

Cover Section	Maximum Benefit per insured person per trip	Excess
1. Overseas Medical & Emergency Expenses <ul style="list-style-type: none"> • Overseas Medical and Repatriation Expenses • Including Dental Treatment Limit • Hospital Confinement Benefit 	Up to £10,000,000 in total Up to £20 per 24 hours (up to a maximum of £400 in total) Up to £200 in total	NIL NIL NIL
3. Property, Passport and Money, Delayed Baggage <ul style="list-style-type: none"> • Property <ul style="list-style-type: none"> • Valuables • Single item • Pair/set or part of a pair/set • Spectacles/Sunglasses Limit • Group Money including Passports and Documents • Delayed Baggage – minimum delay of 12 hours 	Up to £1,500 in total Up to £300 in total Up to £200 in total Up to £200 in total Up to £50 in total Up to £250 in total Up to £100 in total	NIL NIL NIL NIL NIL NIL
4. Personal Liability <ul style="list-style-type: none"> • Rented Accommodation 	Up to £2,000,000 in total Up to £100,000 in total	£250 £250
5. Legal Expenses and Assistance	Up to £25,000 in total	£250
6. Cancellation or Curtailment	Up to £1,000 in total	NIL
7 & 8. Delayed Departure & Travel Disruption <ul style="list-style-type: none"> • Abandonment after 24 hours • Missed Departure 	£20 after first 12 hours delay, and £10 for each additional 12 hour delayed period up to a maximum of £150 in total Up to £1,000 in total Up to £1,000 in total	NIL NIL NIL
11. Personal Accident <ul style="list-style-type: none"> • Accidental Death • Loss of Eye(s) or Limb(s) • Total Permanent Disablement 	Up to £25,000 in total Up to £25,000 in total Up to £25,000 in total	NIL NIL NIL
12. Winter Sports included		
1. Sports Equipment <ul style="list-style-type: none"> • Single item • Pair/set or part of a pair/set • Ski equipment hire 	Up to £500 in total £250 £250 Up to £50 a day, up to £250 in total	NIL NIL NIL NIL
2. Ski Pack (including Ski Pass)	Up to £50 per day, up to £500 in total	NIL
3. Piste Closure (subject to at least 80% closure)	Up to £25 per day, up to £500 in total	NIL
4. Avalanche/Landslide Closure	Up to £50 per day, up to £500 in total	NIL

CATEGORY OF INSURED PERSONS AND OPERATIVE TIME

Policy Number: ASUA/CAN/2016/00012

UMR Number: B6839AH00222015

Policyholder: SkiTeam4 Ltd

Address: Station Road Workshops, Kingswood, Bristol, BS15 4PJ, UK

Business Description: Schools Group Ski Tour Operator

Period of Cover: From 1st October 2016 to 30th April 2017
(both dates inclusive and at Local Standard Time at **your** address)

Geographical Area: Europe

Age Limit: An **insured person** must be under age 65 at the end of the **period of cover**.

Category of Insured Persons: Clients of the Policyholder travelling on the policyholder's holidays.

ENDORSEMENT

It is hereby noted and agreed that any boarding student who is travelling with the school group insured hereon will be deemed to be a permanent resident of the United Kingdom with respect to the insurance provided hereon.

Contents

What you'll find in this policy booklet

Section	What it tells you	Page
Introduction	An introduction to your CANOPIUS Group Personal Accident and Travel Insurance policy	1
Changing Your Mind	How to cancel the policy in the first 14 days	2
Policy Cancellation	How to cancel the policy after the first 14 days	2
Sports Activities & Pursuits	What sporting activities and pursuits are covered	3
<i>Cover Section One - Overseas Medical and Emergency Expenses</i>		5
<i>Cover Section Two –N/A</i>		7
<i>Cover Section Three - Property, Passport, Money, Delayed Baggage</i>		7
<i>Cover Section Four - Personal Liability</i>		10
<i>Cover Section Five - Legal Expenses</i>		11
<i>Cover Section Six - Cancellation, Curtailment or Rearrangement Expenses</i>	The cover and benefits provided under each section of the policy along with the payment conditions, benefit limits, exclusions and definitions which relate specifically to each cover section. Please check your insurance schedule , it will confirm which sections are covered	12
<i>Cover Section Seven - Travel Delay</i>		13
<i>Cover Section Eight Travel Disruption</i>		14
<i>Cover Section Eleven Personal Accident</i>		15
<i>Cover Section Twelve Winter Sports</i>		17
General Exclusions	Exclusions that apply to the whole policy	20
Policy Conditions	Important things which you need to know about your policy, and what you must tell us	21
How to Make a Claim	Information on how to make a claim under the policy and things to keep in mind when claiming	22
Legal and Regulatory Information	The legal and regulatory information you should know about the policy including information about the collection and use of personal data	24
Customer Service and Complaints	The service you can expect, who to talk to and what to do if you need to make a complaint	25
General Definitions	What certain words and phrases that apply to the whole policy mean	26

Introduction

Welcome to **your** Group Travel Insurance policy arranged by All Seasons Underwriting Agencies Ltd.

Your insurance documents

This policy booklet provides details of the Group Travel insurance policy including the benefits provided, the limitations and exclusions and what to do if **you** need to make a claim.

Your insurance schedule shows **you** which benefits **you** have chosen, who is covered and where and when cover applies. Importantly, it includes the **table of benefits** which shows the level of benefit provided, any excess **you** will have to pay and any maximum benefit that applies.

Canopus Insurance

This insurance is underwritten by Lloyd's Syndicates. The Syndicates are managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered in the Register of Lloyd's Managing Agents. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453

We have entered into a Binding Authority Contract (reference B6839/AH002) with All Seasons Underwriting Agencies Ltd under which **we** have authorised All Seasons Underwriting Agencies Ltd to sign and issue these documents on **our** behalf.

Contract between you and us

This policy booklet, together with **your insurance schedule** and the information provided on **your** insurance application, or when **you** made an amendment or at renewal, is a contract between **you** and **us**.

It is important that **you** read this policy booklet carefully along with **your insurance schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

Understanding the cover

Some words and phrases in this policy booklet and in **your insurance schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, **we** will show them in **bold type**. They are called Definitions. Where definitions relate specifically to a particular section of cover they can be found in that section. If the definition relates to the policy generally it will be listed in the General Definitions section on page 26 of this policy booklet.

All insurance documents and all communications from **us** about this policy will be in easy to understand English. No language other than English will be used.

When and where cover applies

Cover is provided during the **operative time** and within the Geographical Area shown on the **insurance schedule**.

Foreign and Commonwealth Office

You and all **insured persons** must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel.

Travel advice can be obtained from the FCO on telephone number +44 (0)845 850 2829 or by visiting their website at www.fco.gov.uk

Reciprocal Health Agreement

If the **insured person** is travelling to the European Economic Area (all European Union Countries plus Iceland, Liechtenstein and Norway) they are strongly advised to obtain a European Health Insurance Card (EHIC) from their local Post Office or online at: <http://www.dh.gov.uk/travellers> or by telephone on 0845 606 2030. This EHIC entitles the **insured person** to benefit from the reciprocal health agreements which exist between European Union countries.

The United Kingdom has reciprocal health arrangements with certain other countries e.g. Australia, New Zealand and Russia. Visit <http://www.dh.gov.uk/travellers> for a list of those countries in which the **insured person** may be entitled to free treatment or treatment at reduced cost.

Changing your Mind

How to cancel the policy in the first 14 days

If **you** decide that **you** do not want the insurance after all, **you** can cancel it within 14 days (the cooling off period) from the day of purchase of the policy or 14 days from the date of receipt **your** policy documents, if later.

If **you** wish to cancel, **you** will be entitled to a full refund of any premium paid. If **you** or any **insured person** has made a claim and then cancel during the 14 day cooling off period, **we** may seek to recover any monies paid to **you** or an **insured person** in settlement of the claim.

To cancel during the cooling off period please contact All Seasons Underwriting Agencies Ltd at:

All Seasons Underwriting Agencies Ltd
Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex SS14 3HJ

Tel: 0203 327 0555

E-mail: info@asuagroup.co.uk

Office hours: 9am to 5pm Monday to Friday (excluding bank holidays)

For **your** cancellation rights after the cooling off period please see the section "Policy Cancellation" below.

Policy Cancellation

How to cancel the policy after the first 14 days

Cancelling Cover

You are entitled to cancel **your** policy at any time by writing to All Seasons Underwriting Agencies Ltd at the address shown in the section above.

We can cancel this policy by sending thirty days written notice to **your** last known address. If **we** cancel **your** policy then, provided no claim has been paid or is payable, **we** will calculate the premium required for the period up to the date of cancellation and **we** will return to **you** any premium for the remainder of **your period of cover**, subject to **our** retaining a minimum of one half of the annual premium or £250, whichever is more.

An **insured person** has no cancellation rights under this policy.

Periodic review

We recommend that **you** review the policy from time to time to make sure it still meets **your** needs.

Sports Activities and Pursuits

Participation in the activities and sports listed below will be covered under the Policy provided that:

- participation is for recreational purposes only and
- all appropriate safety equipment including but not limited to, protective head gear, leg guards and life jackets is worn at all times.

Abseiling but only if undertaken under the supervision of a qualified instructor	Gorilla trekking - but only if as a member of a party arranged and accompanied by a licensed and reputable tour guide	Rowing
Adventure training	Hot air ballooning - but only as a fare paying passenger on a one day excursion	Safari in motor vehicles - but only when organised by a tour operator and not on foot
Archery	Hydrozorbng	# Sailing in coastal waters within 12 miles of land
Badminton	# Jet skiing or biking - but only whilst under the supervision of a licensed hirer	Scuba diving (see below)
Banana boating	Kite surfing	Sea kayaking - but whilst in sight of land only
Basketball	Lacrosse	Snorkelling
Blade skating	Marathon running	Squash
Bowls	# Motor cycling on machines of up to 125cc only - but only when used on made up roads and when a safety helmet is being worn and provided that the driver of the machine is known to the insured person and is fully qualified and licensed to drive the machine	Surfing
Bungee jumping	Mountain biking - but only on up to grade 2 slopes	Tennis
Clay pigeon shooting	Orienteering	Trekking/hiking - but only a recognised route(s) below 5000 metres
Canoeing - but only on inland waters	Paintball/war games	Volley ball
Cricket	Paragliding - but only whilst over water and not whilst over land	Wake boarding
Curling	Parascending - but only whilst over water and not whilst over land	War games/paintball
Cycling - but excluding the use of any cycles on a BMX track or course	Pony trekking and horse riding - provided that a safety helmet is worn	Water polo
Deep sea fishing	Racket ball	Water skiing
Fell running/walking - but not fell climbing	Rambling	White water rafting - but up to grade 3 only
Fishing	Roller blading	Windsurfing
Football (association)	Roller skating	Winter sports – see below
Golf	Rounders	

No cover for Personal Liability

Scuba diving

This activity is included subject to the following exclusions and terms:

Exclusions:

We will not be liable for any claims directly or indirectly arising from, happening through or resulting from:

- diving by persons not holding a recognised certificate for the type of diving being undertaken, or not under professional instruction,
- diving without proper equipment and/or contrary to codes of good practice according to bona fide organisations (PADI or BSAC),
- diving to depths greater than thirty (30) metres,
- diving for hire or reward,
- diving whilst suffering from a cold, influenza, infection or obstruction of the sinuses or ears,
- by persons aged less than 12 years of age or over 65,
- diving whilst unaccompanied,
- cave diving,
- flying within 24 hours of the last dive or diving within 24 hours of flying.

Condition:

The **insured person(s)** must be medically fit to dive. In the event of doubt, the **insured person** must consult a medical adviser and obtain a certificate to confirm **their** fitness to dive.

Winter sports

Winter sports will only be covered if the schedule confirms that Winter Sports are included in the policy and the appropriate premium is paid. In such event the cover provided will be as detailed in Cover Section Twelve Winter Sports.

Cover Section One

Overseas Medical and Emergency Expenses

What is covered

1. If an **insured person** is injured or becomes ill during the **operative time we** will pay for overseas medical, repatriation and additional travel expenses incurred by **you** and/or an **insured person** up to the maximum benefit shown in the **table of benefits** for:
 - (a) expenses incurred outside the **United Kingdom** for necessary medical, surgical, **hospital** or ambulance fees or other diagnostic treatment given or prescribed by a **doctor**;
 - (b) additional travel and accommodation expenses for an **insured person** and up to two other people if an **insured person**, on the advice of the **doctor**, has to be accompanied back to the **United Kingdom**. **We** will only pay for a one-way economy ticket back to the **United Kingdom** for each person by the most appropriate method of transport;
 - (c) emergency dental expenses which a **doctor** confirms as necessary for the relief of pain and discomfort to enable an **insured person** to continue their trip; or dental expenses incurred as a result of an injury.
2. For incidents which occur during the **operative time we** will pay:
 - (a) reasonable travel and accommodation necessarily incurred in returning an **insured person** to the **United Kingdom** if the **insured person's** travelling companion is injured or becomes ill, provided the travelling companion started the journey and had the intention of completing the journey with the **insured person**; or

 an **insured person's** travel expenses necessarily incurred if they have to return home due to the death, serious injury or serious illness of their **partner, relative** or business colleague in the **United Kingdom** provided that the **insured person's** journey had already started and the death, serious injury or serious illness was unforeseen at that time.

We will only pay for a one-way economy ticket for the most appropriate method of transport.
 - (b) an **insured person's** reasonable and customary burial or cremation expenses in the country in which he or she died or expenses incurred to transport the **insured person's** body or ashes and personal effects back to the **United Kingdom** up to the maximum amount shown in the **table of benefits**.
 - (c) The **hospitalisation** daily benefit shown in the **table of benefits** for each completed 24 hour period spent in a **hospital** as an inpatient up to a maximum of 100 days.

Payment Conditions and Limits to Benefit

These conditions and limits are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. **You** or an **insured person** must inform the **assistance company** immediately of any medical emergency requiring inpatient treatment or a change to travel arrangements which might result in a claim.
2. **You** and/or an **insured person** must not try to provide solutions to medical emergency problems encountered without involving the **assistance company**. If the **assistance company** is not involved **we** may not pay the claim.
3. **We** reserve the right to repatriate an **insured person** to the **United Kingdom** if he or she is declared fit to travel by a **doctor**.
4. Any claim resulting from the **insured person** returning home due to the death, serious injury or serious illness of their **partner, relative** or business colleague must be supported by evidence from a **doctor**.
5. If, in good faith, **we** incur repatriation expenses for any person not insured under this policy, **you** will reimburse **us** for all such costs incurred.
6. For **insured persons** who live outside the **United Kingdom** any reference to the **United Kingdom** shall mean the country where the **insured person** usually lives.
7. In no case shall **our** liability exceed the sum insured stated in the **table of benefits** in respect of the **insured person**.

8. **We** will not pay for treatment or surgery received after an **insured person** has returned home

Exclusions - what is not covered

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

We will not pay any claim for:

1. Costs and expenses for treatment or surgery which **our** medical advisors and the **doctor** treating the **insured person** believe is not essential or could wait until the **insured person** returns home.
2. The cost of continuing regular medication or treatment that an **insured person** can reasonably be expected to require during a trip or for any expenses arising from an **insured person** not making full provision for the continued supply of medication or treatment that can be reasonably expected to be required during a trip.
3. Any costs or expenses incurred more than 12 months after the date of the incident that gave rise to the claim.
4. Any costs or expenses if **you** and/or an **insured person** can recover them from any other insurance policy.

Definitions

The words below have the same meaning wherever they appear in this cover section and are in addition to those listed in the section General Definitions on page 26.

Hospital

A legally registered establishment for ill or injured persons, which provides:

- (a) medical and surgical treatment; and
- (b) 24 hour nursing care by registered nurses.

This does not include:

- a convalescent, self care or rest home;
- a hospital department which has the role of a convalescent or nursing home;
- a hospice; or
- a mental health hospital.

Hospitalisation

Being admitted to a **hospital** as an inpatient on the advice of a **doctor**.

Partner

The **insured person's** legally married spouse or registered civil partner under the Civil Partnership Act 2004, who permanently lives with the **insured person**, or a person who is permanently living with the **insured person** and has been for at least 6 months and the relationship is in the nature of a marriage even though it has not been legally formalised.

Relative

The **insured person's** or **insured person's partner's** parent, brother, sister, son or daughter (including fostered children), grandparent, grandchild, step-parent, step-child, step-brother, step-sister, aunt, uncle, cousin, nephew or niece.

Cover Section Three

Property, Passport, Money, Delayed Baggage

What is covered

Property

If any **property** is lost, damaged or stolen during the **operative time we** will pay reasonable repair or replacement costs up to the maximum benefit shown in the **table of benefits**.

Passport

If an **insured person's** passport is lost or stolen during the **operative time we** will pay up to the maximum benefit shown in the **table of benefits** for any reasonable costs or expenses incurred by the **insured person** as a direct result of the loss or theft. The **insured person** must report the loss or theft to the police within 24 hours, or as soon as is reasonably practical

Money

If an **insured person's money** is lost, stolen or damaged during the **operative time we** will pay up to the maximum benefit shown in the **table of benefits**.

If an **insured person** suffers financial loss as a result of fraudulent use of his or her cheques or charge, bankers' or credit/debit cards **we** will pay up to the maximum benefit shown in the **table of benefits** as long as the **insured person** has complied with the terms and conditions under which such cheques or cards have been issued and as long as the financial loss is not covered elsewhere.

Delayed Baggage

If the **insured person's** baggage is delayed or misdirected by the Carrier on the outward journey for more than four hours during the **operative time, we** will pay up to £500 for the cost of immediate necessities, such as toiletries and basic clean clothes, the **insured person** has to buy or hire because of the temporary loss of his or her baggage.

Payment Conditions and Limits to Benefit

These conditions and limits are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. **We** will not pay more than:
 - (a) £1,000 for **valuables**;
 - (b) £1,000 for any single item or pair or set, or part of a pair or set;
 - (c) a reasonable proportion of the total value of the set where the lost or damaged **property** is a part of a set or a pair;
 - (d) £1,000 for cash (meaning bank notes and coins).
2. An **insured person** must take all reasonable steps to keep all items of **property**, their passport and **money** taken by them on a journey safe.
3. **We** reserve the right to deal with claims for **property** on the basis described below and as appropriate for the nature of the claim.

If the item is less than three years old **we** will pay, at **our** own discretion:

- (a) the costs to repair the item, or
- (b) the price of a replacement new item of similar make and model, or
- (c) a cash settlement equal to either:
 - the original purchase price if **you** or the **insured person** can provide **us** with evidence of the original purchase, or
 - the value of the item at the time of the claim if **you** or the **insured person** cannot provide **us** with evidence of the original purchase.

If the item is three years old or more **we** will pay, at **our** own discretion:

- (a) the costs to repair the item, or
- (b) a cash settlement equal to the value of the item at the time of the claim.

We also reserve the right to keep or take possession of any item of **property** which **we** have replaced or for which **we** have made a cash settlement and to deal with its salvage to **our** benefit.

4. An **insured person** must keep any item of damaged **property** so that **we** can inspect it.
5. Any loss or theft of **property**, **valuables**, passport or **money** must be reported to the police within 24 hours of discovery and a police statement obtained.
6. If an **insured person** collects **money** from a bank for use during the **operative time** **we** will provide cover 120 hours before the start of any journey and to the end of the journey or until deposited at a bank whichever occurs first.

For Delayed Baggage:

1. The **insured person** must obtain an authorised "Carriers Report" or "Property Irregularity Report" from the Carrier or handling agent.
2. If the **insured person's personal property** is never found and **we** agree to pay for its permanent loss **we** will deduct any amount **we** have already paid for its temporary loss.

Exclusions – what is not covered

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

All claims

We will not pay for:

1. Any claim if the **insured person** receives compensation from someone else for the same incident.
2. Any claim resulting from confiscation or detention by Customs or other authorities.

Property

We will not pay for:

1. Depreciation in value, normal wear and tear or gradual deterioration.
2. Mechanical or electrical failure.
3. Any process of cleaning, dyeing, restoring, repairing or alteration.

4. Sports equipment lost or damaged whilst being used.
5. Loss of or damage to vehicles, their accessories or spare parts.
6. Loss of or damage to furniture, furnishings and household goods.
7. Any loss and/or theft not reported to the police within 24 hours and a police statement obtained.
8. Any loss, theft or damage of **property** left in a vehicle overnight.
9. Loss, theft or damage to **property** during an **insured person's** outward or return journey if the **insured person** does not report the incident to the Carrier/Airline within seven days and obtain a written Carrier's Report or a Property Irregularity Report.
10. Any loss, theft or damage of **property** whilst left unattended unless the **insured person** has kept them in locked accommodation, a safe or safety deposit box.

*Specifically for **valuables**:*

11. For loss or damage to **valuables** contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the **insured person**.
12. For theft or attempt at theft of **valuables** unless they are attended by an **insured person** or securely locked in a building or securely locked out of sight inside a motor vehicle.

Passport

We will not pay for:

1. Any loss and/or theft not reported to the police within 24 hours and a police statement obtained.

Money

We will not pay for:

1. Any loss and/or theft not reported to the police within 24 hours and a police statement obtained.
2. Any loss and/or theft of **money** left in luggage.
3. Depreciation in value of currency or shortages due to errors or omissions during monetary transactions.
4. Loss of cheques, charge, bankers' or credit/debit cards unless the loss or theft is reported to the issuing bank or the relevant authorities as soon as the bank or authorities office allow.

Definitions

The words below have the same meaning wherever they appear in this cover section and are in addition to those listed in the section General Definitions on page 26.

Property

Property which is taken by an **insured person** on a trip or acquired during a trip and which may be either personal property or business equipment. For the purposes of this definition:

- (a) Personal property means any suitcase or trunk, or container of a similar kind, its contents, and any article worn or carried by an **insured person** and which is not excluded under the section "Exclusions – what is not covered" above.
- (b) Business equipment means any business equipment, trade samples, or articles which are **your** property and which are in the custody or control of the **insured person**.

Money

Coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, debit/credit cards, petrol and other coupons, driving licence and green card.

Valuables

Personal jewellery or items containing precious or semi-precious stones, watches, gold or silver articles or articles of precious material, antiques, computer and laptop equipment, radio or audio equipment (including MP3 players, iPods, personal digital assistants (PDA's), headphones, CD's, mini-discs, DVD's, cassettes or memory sticks), TV's, electronic games, telescopes, binoculars, leather, suede or fur clothing, photographic equipment (including camera body and lenses, flashguns, filters, cases, straps, discs, films, memory sticks and all other accessories), video equipment (including discs, cassettes or memory sticks), sun glasses, glasses, spectacles, mobile phones or their accessories, musical instruments, contact or cornea lenses.

Cover Section Four

Personal Liability

What is covered

If an **insured person** unintentionally injures someone or damages someone's property during the **operative time** and as a result becomes personally legally liable **we** will pay any legal costs and expenses agreed by **us** up to the maximum benefit shown in the **table of benefits**.

Payment Conditions and Limits to Benefit

These conditions are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. **You** and/or an **insured person** or their legal personal representatives must:
 - (a) give **us** notice in writing and full details as soon as reasonably possible after any event, occurrence, or circumstance which may give rise to a claim under this section;
 - (b) forward to **us** every claim notice, letter, writ or process or other similar legal document immediately upon them being served on **you** or an **insured person**;
 - (c) inform **us** in writing of any impending prosecution, inquest or fatal accident inquiry in connection with the event giving rise to the claim;
 - (d) make no admission of liability, offer of settlement, promise, payment or indemnity without **our** prior written consent.
2. **We** are entitled at any time and at **our** discretion to:
 - (b) nominate and appoint a legal representative to act on **your** or the **insured person's** behalf and have direct access at all times to that legal representative;
 - (a) take over and conduct in **your** name the defence or settlement of any claim and to prosecute at **our** expense and for **our** benefit any claim for indemnity or damages against all other parties.

Exclusions – what is not covered

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

We will not pay for any claim:

1. For employer's liability or any liability caused by **you** or an **insured person** carrying out contracts, supplying goods and services, or doing an **insured person's** profession, occupation or business.
2. Arising directly or indirectly out of **your** or the **insured person's** ownership, possession or use of aircraft, watercraft, mechanically propelled or horse drawn vehicles, motorised leisure equipment, caravans, trailers, animals or firearms.
3. Arising from the death, physical injury, or illness caused to any member of the **insured person's** family or household.
4. For loss of or damage to property belonging to or in the care, custody or control of **you** or an **insured person** or their family or household members.
5. Arising directly or indirectly out of:
 - (a) the ownership or occupation of land or buildings;
 - (b) any participant to participant injury whilst taking part in or practising for any sporting or similar event.
 - (c) the **insured person** acting in the capacity as an officer or member of a club or association.
6. For any fines or penalties or for any punitive and exemplary damages in respect of the United States of America or Canada.
7. Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and all loss, damage or injury directly or indirectly caused by such pollution or contamination.

Cover Section Five

Legal Expenses

What is covered

If a third party causes the death, illness of or injury to an **insured person** during the **operative time** we will pay for any legal expenses incurred by or on behalf the **insured person** in pursuing a claim against the third party, up to the maximum benefit shown in the **table of benefits**.

Payment Conditions and Limits to Benefit

These conditions and limits are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. **You** or the **insured person** must obtain **our** written agreement before incurring any legal expenses. **We** will give **our** consent when **we** are satisfied that:
 - (a) there are reasonable grounds for pursuing the legal proceedings and it is reasonably likely that any action will be successful, and
 - (b) it is reasonable for legal expenses to be provided.
2. **We** are entitled to nominate and appoint a legal representative to act on behalf of the **insured person** and to have direct access to that legal representative at all times.
3. **We** reserve the right to withdraw at any stage and from that point shall not be liable for any further expenses.
4. The **insured person** must comply with all rules of Court and Orders made by the Court and must attend any hearings, meetings or conferences and sign any documents as may be required.
5. The maximum benefit shown in the **table of benefits** is the maximum **we** will pay per incident and not per **insured person**.

Exclusions – what is not covered

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

We will not pay for:

1. Legal expenses incurred without **our** prior written approval.
2. Claims against **us** or anyone acting on **our** behalf, or a travel agent, tour operator or Carrier;
3. The continued pursuit of any claim where **we** consider **you** or an **insured person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
4. Legal actions between **insured persons**.
5. Legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
6. Legal expenses which constitute a valid claim under any other insurance policy beyond **our** rateable share of any claim costs.
7. Any fines or penalties.
8. Any expenses incurred defending the **insured person** against a legal action made by a third party.
9. Any legal expenses incurred in connection with any criminal or wilful act by **you** or the **insured person**.

Cover Section Six

Cancellation, Curtailment or Rearrangement Expenses

What is covered

If during the **operative time** an **insured person's** pre-booked travel plans have to be cancelled, curtailed or rearranged as a direct result of any cause outside **your** or **insured person's** control, **we** will pay up to the maximum amount shown in the **table of benefits** for:

1. advance payments, deposits and other charges which have not been, and will not be, used but which be forfeited or which **you** or an **insured person** are still contracted to pay, or
2. reasonable additional travel and accommodation expenses.

Payment Conditions and Limits to Benefit

These conditions are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. An **insured person** must make every effort to get to his or her departure point in good time.
2. Any claim for cancellation or curtailment resulting from injury or illness must be supported by evidence from a **doctor**.

Exclusions - what is not covered

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

We will not pay any claim:

1. Which is due to **your** or the **insured person's** personal decision not to travel, or continue to travel.
2. Which results from redundancy of an **insured person**, unless such redundancy qualifies for payment under the **United Kingdom** Redundancy Acts.
3. Which is due to **your** or an **insured person's** financial circumstances.
4. For transport or accommodation if the cancellation, curtailment or rearrangement is caused by the default or failure of any provider or their agent acting for **you** or an **insured person**.
5. Following the delay of public transport if an **insured person** fails to check in according to their itinerary.
6. Following the delay or cancellation of public transport on the recommendation or orders of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body.
7. For cancellation, curtailment or postponement of any event organised by **you**.
8. For cancellation or curtailment due to Government regulations, acts of parliament or currency restrictions.
9. If an **insured person** fails to obtain a valid passport, visa or other necessary travel documents.
10. Which results from a labour dispute or protest which existed or for which advance warning was given before the journey was booked.

Cover Section Seven

Travel Delay

What is covered

Should a pre-booked aircraft, sea vessel, coach or train be delayed as a result of:

Strike

Locked out workers

Industrial action

Bomb scare

Criminal action

Earthquake

Fire or flood damage at the departure point

Adverse weather

Accident and / or mechanical breakdown of transport

we will pay one of the following:

- 1 (a) £20 for the first completed 12 hours of delay
(b) £10 for each further completed 12 hours of delay up to maximum payment in all of £150.
2. Advance payments, deposits and other charges which have not been, and will not be, used but which became forfeit or become payable under contract up to £1,000 if, after a 24 hour delay to the departure of the **insured person's** outward journey, the **insured person** decides to cancel the trip.

Payment Conditions and Limits to Benefit

These conditions and limits are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. **We** will only be liable for any claim if the **insured person** has supplied written confirmation from the Airline/Carrier of the **insured person's** delay, which must include the actual time and date of departure and the reason for the delay.
2. In the case of a labour dispute or protest, an **insured person** will only be covered if the event is announced and commences after the trip was booked.
3. The maximum claim is limited to the sum insured shown in the **table of benefits**.

Exclusions - what is not covered

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

We will not any claim:

- 1 Arising directly or indirectly out of the **insured person's** failure to check in according to the itinerary supplied to the **insured person**.
2. Caused by the tour operator, or other provider of transport or accommodation, stopping trading.

Cover Section Eight

Travel Disruption

What is covered

If during the **operative time** an **insured person** misses his or her point of departure, **we** will pay reasonable additional travel and accommodation expenses up to the maximum amount shown in the **table of benefits** incurred in lost pre-booked accommodation as a direct result of:

Strike

Locked out workers

Industrial action

Bomb scare

Criminal action

Earthquake

Fire or flood damage at the departure point

Adverse weather

Accident and / or mechanical breakdown of transport

Payment Conditions and Limits to Benefit

These conditions are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

1. The **insured person** must do everything reasonable and practical to minimise the possibility of being late arriving at his or her point of departure and allow reasonable time to make onward connections.
2. The **insured person** must provide all reasonable written proof **we** require as evidence of the event causing the **insured person** to miss his or her point of departure.
3. In the case of a labour dispute or protest, an **insured person** will only be covered if the event is announced and commences after the trip was booked.

Exclusions - what is not covered

This exclusion is specific to this section of cover and applies in addition to those listed in the section General Exclusions on page 20.

We will not pay any claim:

1. Arising from the events listed above in What is Covered if they had already started or had been forecast before the trip was booked or the insurance taken out, whichever is the later.

Cover Section Eleven

Personal Accident

What is covered

Accidental death benefit

In the event of an **insured person's accidental death** within 24 months of sustaining **bodily injury** or **bodily injuries** in an **accident**, we will pay the benefit shown in the **table of benefits**.

This policy also includes cover for disappearance. If, after having examined all available evidence, we are satisfied that the disappearance of an **insured person** is the result of an **accident** and that the **insured person** can be presumed dead, the **accidental death** benefit will be payable. The recipient of the **accidental death** benefit must sign an undertaking to repay it to us if the **insured person** is later found to be alive.

Permanent partial disablement benefit

We will pay the benefit shown in the **table of benefits** for **permanent partial disablement** if the **bodily injuries** alone sustained by an **insured person** result in one of the following within 24 months of the **accident**:

- Loss of limb(s)
- Loss of sight in one eye
- Loss of sight in both eyes
- Loss of speech
- Loss of hearing (in one ear)
- Loss of hearing (in both ears)

Permanent total disablement benefit

We will pay the benefit shown in the **table of benefits** if the **bodily injuries** alone sustained by an **insured person** in an **accident** result in the **insured person's permanent total disablement**.

Payment Conditions and Limits to Benefit

These conditions and limits are specific to this section of the policy and apply in addition to those listed in the section Policy Conditions on page 23.

1. We will only pay one of the lump sum benefits for **accidental death**, **permanent partial disablement** or **permanent total disablement** for the same **insured person** for the same **accident** and this will be the highest of such benefits shown in the **table of benefits**.
2. Once we have made a payment for **permanent total disablement**, **loss of sight in both eyes**, complete and irrecoverable **loss of two or more limbs**, **loss of speech**, or **loss of hearing** in both ears there will be no further cover under this policy for that **insured person**.
3. When assessing payment for **permanent total disablement** or any of the **permanent partial disablement** benefits we will take into account any existing disability.
4. For any **insured person** who is not in permanent gainful employment, any benefit payable for **permanent total disablement** will be based and assessed on the definition of **permanent total disablement from any occupation**.
5. Benefits for a **child** are limited to the following:
 - (a) the most we will pay for **accidental death** will be £10,000;
 - (b) any benefit payable for **permanent total disablement** will be based and assessed on the definition of **permanent total disablement from any occupation**.

Exclusions - what is not covered

All of the exclusions listed in the section General Exclusions on page 20 apply to this section of the policy.

Definitions

The words below have the same meaning wherever they appear in this section of the policy and are in addition to those listed in the section General Definitions on page 26.

Accident/accidental

A sudden and unforeseen event which happens by chance during the **operative time**, and within the **period of cover**, and results in **bodily injury**.

Accidental death

Death which occurs solely as a result of an **accident**. This will include unavoidable exposure to severe weather conditions.

Bodily injury / bodily injuries

A physical injury, or physical injuries, caused solely by an **accident** or as a result of unavoidable exposure to severe weather conditions.

Child/children

A dependent child or dependent children of the **insured person** up to 18 years of age or up to 23 years of age if in full time education.

Loss of hearing

Complete, permanent and irrecoverable loss of hearing which is caused by **bodily injury**. This definition applies equally to one ear or both ears.

Loss of limb(s)

Complete, permanent and irrecoverable loss of use or loss by physical separation of the limb at or above the wrist or ankle which is caused by **bodily injury**. This definition applies equally to loss of one limb or loss of two or more limbs.

Loss of sight in one eye

Complete, permanent and irrecoverable loss of sight in one eye which is caused by **bodily injury** and it is shown to **our** satisfaction that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Loss of sight in both eyes

Complete, permanent and irrecoverable loss of sight in both eyes which is caused by **bodily injury**.

Loss of speech

Complete, permanent and irrecoverable loss of speech which is caused by **bodily injury**.

Permanent partial disablement

Means any of the following caused solely by **bodily injury** sustained in an **accident**:

Loss of limb(s)**Loss of sight in one eye****Loss of sight in both eyes****Loss of speech****Loss of hearing** (in one ear)**Loss of hearing** (in both ears)**Permanent total disablement**

The **insured person** being certified by a **doctor** as medically unfit to do any paid work for a continuous period of 12 months and an appropriate medical specialist then confirms that there is no hope that the **insured person's** medical condition will improve. This 12 month period of incapacity must begin within one year of the date of the **accident**.

Cover Section Twelve

Winter Sports

Important - Cover under this Section only applies if:

- (a) Winter Sports is shown as included in the **schedule** and the appropriate premium has been paid and.
- (b) The **insured person** is aged 64 years or less on the last day of the trip.

What is covered

1. Cover under all Cover Sections and the Extra Covers below will apply when the **insured person** is participating in the following winter sports:
 - (a) cross country skiing, curling, downhill skiing / snowboarding and ice-skating
 - (b) skiing and snowboarding off-piste provided that the **insured person** is skiing within the boundaries of a recognised resort area designed for public use and is not skiing in areas marked out of bounds or hazardous by the piste authorities
 - (c) heli-skiing but only when participating as part of a pre-paid excursion led by professional guides
 - (d) tobogganing and snowmobiling.

subject to the following amendments:

- Cover Section Three - the definition of “**property**” does not apply to winter sports equipment (see Extra Cover 1 below for this cover).
- Cover Section Three - the definition of **money** under is extended to include pre-paid ski lift passes
- Cover Section Four Personal Liability – personal liability cover will not apply when the **insured person** is participating in activity (d) above, tobogganing and snowmobiling.

Cover is otherwise subject to all of the Terms, Conditions, Limitations and Exclusions of the Policy, the Sections and as shown below.

Insured persons will not be covered under any Section of this Policy when participating in any winter sports activity(s) other than those specified in 1 and 2 above.

EXTRA COVERS

These extra covers apply only when the insured person is participating in the winter sports referred to in 1. above.

1. Sports Equipment

What is covered:

1. If snowboards or skis (including bindings) boots and poles owned by an **insured person**:
 - (a) are lost stolen or destroyed on a trip, **we** will indemnify the **insured person** for the cost of replacement subject to the following scale of depreciation based on the original purchase price of the equipment and the age of the item(s) lost or stolen, damaged or destroyed:
 - 80% payable for items up to six months old
 - 60% payable for items over six months old and less than one year old
 - 50% payable for items over one year old and less than two years old
 - 40% payable for items over two years old and less than three years old
 - 30% payable for items over three years old and less than four years old
 - 20% payable for items over four years old and less than five years old
 - 10% payable for items over five years old,
 - (b) are damaged on a trip, **we** will pay for the cost of repairs provided that the cost of repair(s) is not more than the cost of replacement on the basis prescribed in 1a) above. The maximum amount **we** will pay will be the replacement cost as prescribed in 1(a) above.
2. If equipment hired to an **insured person** and for which the **insured person** is held responsible is lost or stolen, destroyed or damaged on a trip, **we** will pay the cost of the repairs or replacement up to a maximum of £100.

3. If snowboards or skis (including bindings), boots or poles owned by an **insured person** are lost or stolen, destroyed or damaged (and repairs cannot be achieved in a reasonable time) after the commencement of the trip, **we** will pay the reasonable cost of hiring replacement equipment during the **trip** up to the limits shown in the **table of benefits** provided that the maximum **we** will pay:
- for Items 1 and 2 in total and for any one item of equipment is as shown in the **table of benefits**
 - for Item 3 in total and for any one day is as shown in the **table of benefits**.

Exclusions – what is not covered:

These exclusions are specific to this section of cover and apply in addition to those listed in the section General Exclusions on page 20.

We will not pay for:

1. loss or theft of or damage to property left in or on a vehicle overnight,
2. if the **insured person** receives compensation for the loss or damage from any other party.

Payment Conditions and Limits to Benefit

These conditions are specific to this section of cover and apply in addition to those listed in the section Policy Conditions on page 23.

The **insured person**:

1. must take proper care of their belongings and act as if they are uninsured,
2. must keep any damaged property owned by the **insured person** so that it can be inspected,
3. agrees that if **we** make a payment for damage to property, the ownership of the property passes to **us**

2. Ski Pack (Lessons / Hired Equipment)

What is covered:

If an **insured person** suffers bodily injury or illness during a trip and **we** accept a claim under Cover Section One (Overseas Medical and Emergency Expenses) of this Policy, **we** will indemnify the **insured person** for up to the amount shown in the **table of benefits** for the unused proportion of any costs paid before their injury or illness for ski lessons, or ski equipment hire that cannot be used by the **insured person** and are not refundable or transferable.

Exclusions – what is not covered:

All of the exclusions listed in the section General Exclusions on page 22 apply to this section of the policy.

3. Piste Closure

What is covered:

If during a **trip** adverse weather conditions cause the total closure of all ski facilities at an **insured person's** pre-booked resort for more than one day **we** will pay either:

1. the reasonable additional transport and lift hire costs to enable them to ski in a different resort for an amount up to the limits shown in the **table of benefits**

or

2. if it is not possible to arrange transport to a different resort, **we** will pay the **Insured Person(s)** the daily benefit shown in the Schedule of Benefits for each whole day's skiing lost

provided that:

- (a) the adverse weather conditions closed all ski facilities at the resort,
- (b) the resort area has ski facilities above 1600 metres,
- (c) written confirmation is obtained from the appropriate piste authority confirming that all pistes were closed and, if applicable, that travel to another resort was not possible or provided by the tour operator,
- (d) the trip was booked at least 14 days before its commencement date.

Exclusions – what is not covered:

This exclusion is specific to this section of cover and applies in addition to those listed in the section General Exclusions on page 22.

1. **We** will not pay benefit under this Item if the **Insured Person(s)** receives compensation from any other party.

Payment Conditions and Limits to Benefit

This conditions is specific to this section of cover and applies in addition to those listed in the section Policy Conditions on page 23.

1. This cover applies only to trips undertaken in the period starting on or after 15th December and ending on or before 15th April.

Extension to Section P- Partial Piste Closure

Subject otherwise to the terms and conditions detailed in Section P above, in the event that a minimum of 80% of the ski area in the resort area is closed **we** will pay 80% of the limits shown in the **table of benefits**.

4. Delay Because of Avalanche or Landslip or Landslide**What is covered:**

If during a trip an **insured person's** arrival at or departure from their resort is delayed for more than 12 hours as a result of avalanche, landslide or landslip, **we** will pay:

1. the reasonable extra travel and accommodation costs necessarily incurred by the **insured person** up to the limits shown in the **table of benefits**,
2. the amount of the Daily Compensation Benefit shown in the **table of benefits**.

for each full 24 hours that the **insured person** is delayed.

Exclusions – what is not covered:

These exclusions are specific to this section of cover and applies in addition to those listed in the section General Exclusions on page 22.

We will not pay benefit under this Item if:

1. The tour operator provides alternative accommodation and arranges alternative travel for the **insured person** without charge to the **insured person**.
2. The **insured person** receives compensation from any other party.

General Exclusions

Exclusions that apply to the whole policy

These exclusions apply to every section of the policy. Other exclusions may apply specifically to a particular section of cover and they are shown in that section.

We will not pay for any claims for, arising from, or contributed to by, any of the following:

1. Any **excess** shown in the **table of benefits**.
2. If the **insured person** is travelling or arranging to travel:
 - (a) to obtain medical or convalescent treatment;
 - (b) against medical advice;
 - (c) after a terminal prognosis has been made;
 - (d) contrary to health and safety restriction(s) from an Airline or Carrier with which the **insured person** has booked to travel;
 - (e) outside the Geographical Area shown in **your insurance schedule**;
 - (f) to a country specifically excluded by this policy, as shown in **your insurance schedule**.
3. **Your** or an **insured person's** own criminal actions.
4. An **insured person** taking part in civil commotions or riots of any kind.
5. An **insured person** flying as a pilot, co-pilot or crew.
6. An **insured person** taking part in or training for:
 - (a) professional sports or riding or driving in any kind of race;
 - (b) mountaineering.
7. An **insured person** riding on a motorcycle.
8. An **insured person** taking part in any form of operational duties as a member of the armed forces.
9. An **insured person's** deliberate exposure to exceptional danger except in an attempt to save human life.
10. The **insured person** being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction.
11. Deliberate self-injury by an **insured person** whether of sound mind or not.
12. Suicide or attempted suicide by an **insured person**.
13. Any incident that happens when the **insured person** is older than the upper age limit shown in **your insurance schedule**.
14. Any incident that happens after the **insured person** has stopped working for **you** or is no longer a member of **your** Club, Association or Organisation, if appropriate.
15. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
16. **War** or acts of **terrorism**.
17. An **insured person** engaging in **active war**.
18. Any incident which occurs during a journey of more than 180 days.

Policy Conditions

Premium adjustment

If the premium for this policy is calculated on an advance declaration basis, for example the anticipated weekly/monthly wage roll amount or the anticipated number of business trips, **you** must provide the information **we** require to assess any premium adjustment within one month of the date(s) on which **we** agreed to calculate such premium adjustment(s).

Non-payment of premium

If the premium is not paid, this policy will be considered void from the date it was intended to start.

Disclosure of important facts

When **you** applied for this insurance, and/or when **you** applied to make any change to **your** cover, **you** were asked a number of questions. **We** relied on all **your** answers to decide the terms, including the price **you** pay, upon which **we** offered **you** cover or amended cover. It is therefore essential that all **your** answers were truthful and accurate. If any of **your** answers are later found to be deliberately untrue, inaccurate, or intended to mislead **us**, **we** will be entitled to declare **your** insurance invalid and not pay **your** claim.

Associated companies

Your associated companies (or Clubs, Associations or Organisations, if appropriate) will only be covered if **you** have provided a list of these companies to **us**, and **we** have agreed to cover them. Any associated companies (or Clubs, Associations or Organisations, if appropriate) **we** agree to cover will be shown within the description of the policyholder on **your insurance schedule**.

Change of business

If **your** business activities change from those described in the Business Description in **your insurance schedule** **you** must tell **us** within 30 days of such change. **We** may need to apply special terms and ask **you** to pay an additional premium. If **you** do not notify **us** of such change it may result in the policy not providing **you** with adequate cover and claims not being paid.

Assignment and transfer

You cannot transfer this policy or any benefit payable under it unless **we** agree to the transfer.

Acceptance of benefit

If **we** have paid a claim under this policy and **you** have, or the **insured person** has, accepted full and final payment then **we** will not have to make any further payments for the same claim.

Other Insurance

If at the time of a claim under Cover Sections One to Nine of this policy there is another insurance policy in force which covers **you** or the **insured person** for the same loss or expense, **we** will only pay a proportion of the claim. The proportion **we** pay will be calculated by taking into account the respective cover and benefits provided under each of the policies.

Interest

We will not pay interest on any benefit payable under this policy.

Observing the policy terms and conditions

We will not be liable to make any payment under this policy if **you** or an **insured person** or his or her legal representative do not observe and fulfil all the policy terms and conditions.

Rights of third parties

You and **we** do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only **you** and **we** can enforce the terms of this contract. **You** and **we** can vary or rescind the contract without the consent of any third party to this contract who may assert they have rights under the Contracts (Rights of Third Parties) Act 1999.

Subrogation / Assignment

If an **insured person** is injured by or if an **insured person's** death is caused by someone else's negligence and **we** pay a claim under this policy, **we** may wish to attempt to recover from that person or organisation some or all of the amounts **we** have paid **you**. **You** agree that **we** can, therefore, take over **your** legal rights and remedies against anyone who is responsible for the event(s) which led to **your** claim, but only in relation to, and to the extent of, any payment made to **you** under this policy. If **we** choose to do this, **we** will be responsible for all costs incurred in pursuing a recovery of amounts **we** have paid. **You** must fully co-operate with **us** and give **us** any assistance **we** need to help **us** to recover some or all of the amounts **we** have paid **you** under this policy. This includes, but is not limited to (to the extent necessary), transferring to **us** **your** rights to take action but only in relation to, and up to, the amount paid by **us** to **you** under this policy.

How to Make a Claim

And things to keep in mind when claiming

OVERSEAS MEDICAL EMERGENCIES

24-HOUR MEDICAL EMERGENCY HELP-LINE

If an **insured person** has a medical emergency abroad **you** or the **insured person** should contact the **Assistance Company** immediately on

Telephone: +44 (0)1273 624661

Fax: +44 (0)1273 606390

Email: operations@maydayassistance.com

Please give the **assistance company** the following information:

- **Your** name and the name of the School
- The policy number **ASUA/2016/0001**
- The **insured person's** name
- The telephone or fax number the **insured person** can be contacted on
- The **insured person's** address abroad
- Details of the medical problem, the hospital and treating **doctor's** details.

The assistance company will:

- Provide multi-lingual co-ordinators through the emergency telephone lines operating 24 hours a day 365 days a year. The co-ordinators are trained in worldwide hospital procedures.
- Arrange evacuation or repatriation and by air ambulance or scheduled airline, depending on the circumstances and, if medically necessary, ensure the **insured person** is attended by a medical team.
- Provide access to a qualified team of nursing staff to advise on the most appropriate medical treatment, with access to medical consultants.

Direct billing with hospitals can be arranged, removing the cost and inconvenience of using personal cash or credit card.

ALL OTHER CLAIMS

For all claims other than overseas medical emergencies please contact the **claim administrator**. You can register your claim on line at www.reactiveclaims.com

Please tell them the Policy Number that is shown in **your insurance schedule**. The **claim administrator's** contact details are:

Reactive Claims Ltd
Attwood House
Mansfield Business Par
Four Marks, Hampshire
GU34 5PZ
United Kingdom

Phone: +44 (0) 1420 383010

Email: info@reactiveclaims.com

Register On Line : www.reactiveclaims.com

Claim procedure

You or the **insured person** or their legal representative should notify the claim within thirty days of the incident which causes the claim or as soon after the incident as is reasonably possible.

The **claim administrator** will give **you** or the **insured person** all the advice needed to help the claim run smoothly and will send out any claim form they need to be completed.

Once the claim form has been received they will assess the claim thoroughly to make sure the event is covered and will tell the **insured person** what else may be needed.

Things to keep in mind when claiming

1. In the event of an accident or illness, the **insured person** must consult a **doctor** as soon as possible.
2. **You** or the **insured person** must supply and pay for all information and evidence requested to support the initial claim and throughout the claim and this must be in a form as required by the **us** or the **claim administrator**. However, if **we** require more than just medical certificates from the **insured person's doctor**, **we** will pay the cost of any additional medical examinations.
3. The **insured person** must agree to any medical examinations **we** or the **claim administrator** arrange and pay for.
4. If **you** or an **insured person** fail to follow instructions or advice given by the **claim administrator** it may mean that the claim will be delayed or even remain unpaid.
5. **You** and each **insured person** must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every effort to recover any property covered by this policy which has been lost or stolen.
6. **We** will pay all claim benefits to **you** unless **you** and **we** have agreed to pay the **insured person** or their legal representative.

Fraudulent claims

We take a robust approach to fraud prevention in order to keep premium rates down so that **our** customers do not have to pay for other people's dishonesty. To help prevent fraudulent claims, insurers sometimes share information. Details about insurance applications and any claim made may be shared with other insurers.

If any claim under this insurance is fraudulent or is intended to mislead **us** or if any misleading or fraudulent means are used by **you**, any **insured person** or anyone acting on their behalf to obtain benefit under this insurance, the right to any benefit under this insurance will end, the policy will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

Legal and Regulatory Information

Important legal and regulatory information / data collection and use

The law that applies to this policy

Whilst the parties to this insurance are free to choose the law applicable to it, **we** propose the law of England and Wales. In the absence of any other agreement the law of England and Wales will be used.

Data Protection Act – Information Users

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal information the **insured persons** supply are **us** and the **claim administrator**.

Insurance Administration

The **insured persons** will only be asked to supply information when they make a claim.

This information may be used for the purposes of insurance administration by the Data Controllers named above, **our** associated companies and agents. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules / codes. The information provided by the **insured person** may also be used for crime prevention. For any of these purposes, such information may be transferred to countries that do not have stringent data protection laws. If this is necessary, **we** will seek assurance from that party as to the security surrounding the handling of such information before **we** proceed.

On payment of the appropriate fee, the **insured persons** have the right to access and if necessary rectify information held (this is known as a Subject Access Request). The **insured persons** can contact **our** Compliance officer, in writing, to exercise these rights.

In assessing any claims made **we**, or **our** associated companies or agents, may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or claims investigators).

When **your** insurance ends, **we** will destroy or erase all information held about the **insured persons** (including information held on **our** systems) after a period of 7 years and instruct **our** associated companies and agents to do the same.

Personal Data held on **insured persons** may be used for research and statistical purposes but only with the explicit consent of the **insured persons** would this take place.

Sensitive Personal Data

To handle claims which arise under the policy, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain the **insured person's** explicit consent before **we** process the information. **We** will ask an **insured person** for consent to process and transfer the information when **we** issue a claim form. In the event of a medical emergency claim notified by telephone, the **assistance company** may ask for such consent verbally from the **insured person** or his or her representative. Without consent, **we** would not be able to deal with an **insured person's** claim.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation under the scheme if **we** are unable to meet **our** obligations to **you** under this contact. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscs.org.uk.

Safeguarding your claim payments

All claims benefit payments due from **us** will be held by the **claim administrator**. When doing this the **claim administrator** will be acting as **our** authorised agents. This means that all claims benefits due to **you** or the **insured person** from **us** are not deemed to have been paid until **you** or the **insured person** have actually received them.

Customer Service and Complaints and Compensation

This insurance is managed by All Seasons Underwriting Agencies. Claims are handled by Reactive Claims Ltd.

Our aim is to provide you with a high quality service at all times, although we do appreciate that there may be instances where you feel it is necessary to lodge a complaint. If you wish to complain, please note the 3 steps below, along with the relevant contact details for each step.-Please take special note however that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, if your complaint does not relate to a claim please direct it to:

The Customer Services Manager, All Seasons Underwriting Agencies Ltd
Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ
Phone: 0203 327 0555
E-mail: info@asua.co.uk
Office hours: 9am to 5pm Monday to Friday (excluding bank holidays)

or, if your complaint does relate to a claim, please direct it to:
Reactive Claims, Attwood House, Mansfield Business Park,
Four Marks, Hampshire. GU34 5PZ
Tel: +44 (0) 207 902 7410
Fax: +44 (0) 207 928 4748
E-mail info@reactiveclaims.com

Step 2:

Should you remain dissatisfied with the outcome of your complaint from All Seasons Underwriting Agencies Limited or Reactive Claims (as appropriate) your legal rights are not affected, and you may refer your complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's, Fidentia House
Walter Burke Way, Chatham Maritime
Kent ME4 4RN
Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at <http://www.lloyds.com/complaints>. Alternatively, you may ask Lloyd's for a hard copy.

Step 3:

If you still remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to a local ombudsman or dispute resolution body within the European Economic Area. Further details are available at www.fin-net.eu. Alternatively, you may be entitled to refer your complaint to the United Kingdom Financial Ombudsman Service. The contact information is:

Financial Ombudsman Service, Exchange Tower
London, E14 9SR
Tel: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles).
Tel: 0300 1239 123 (normally charged at the same rate as 01/02 on mobile phone tariffs).
Email: complaint.info@financial-ombudsman.org.uk

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation if a Lloyd's insurer is unable to meet its obligations to you under the insurance contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website www.fscs.org.uk

General Definitions

The words and phrases listed below have the same meaning wherever they appear in this policy. To help **you** identify them they have been printed in **bold** type throughout this policy booklet. Other Definitions may relate specifically to a particular section of cover and they can be found in that section.

Assistance Company: MayDay Assistance

Active war: Active participation in a war by an **insured person** who is deemed under English Law to be under instruction from or employed by the armed forces of any country.

Claim Administrator : Reactive Claims Ltd

Doctor : A Registered Medical Practitioner in the **United Kingdom** (or foreign equivalent) or any other physician acceptable to **us**. For dental treatment only, **doctor** means a dental practitioner who is registered with the British Dental Association (or foreign equivalent). A **doctor** cannot be:

- (a) an **insured person**; or
- (b) a member of the immediate family of an **insured person**, or
- (c) **your** employee.

Excess : The first amount of each and every claim that **you** or the **insured person** must pay, as shown in the **table of benefits**.

Insurance schedule : The document sent to **you** which shows details of **your** insurance cover. It should be read in conjunction with **your** policy booklet.

Insured person : Any person or category of person nominated by **you** and shown in **your insurance schedule** as being an **insured person**. **Insured persons** are not parties to this contract which is solely between **you** and **us**. If an **Insured Person** is not resident in the **United Kingdom** and **We** have agreed to insure them, all reference to the **United Kingdom** herein shall be deemed to be that persons country of residence as declared to **Us**. In the absence of any other agreement the law of England and Wales will be used.

Operative time: The time and circumstances when cover is effective within the **period of cover**, as shown on **your insurance schedule**.

Period of Cover : The period shown in **your insurance schedule**.

Table of benefits : The table of benefits shown in **your insurance schedule**.

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

United Kingdom: England, Scotland, Wales and Northern Ireland.

War:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of **terrorism**, or
- (c) any act of war or terrorism involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent

We/us/our: Lloyd's Syndicates managed by Canopus Managing Agents Limited

You/Your: You, the company, club, school or organisation described as the policyholder in **your insurance schedule**.