

asua

All Seasons Underwriting Agencies

Group Travel Insurance HALSBURY TRAVEL 2019-2020

Policy Booklet

Claims Lines

Medical Emergencies

Mayday Assistance +44 (0) 1273 624661

Email: operations@maydayassistance.com

All Other Claims

[Rightpath Claims +44 \(0\) 208 667 1600](tel:+442086671600)

E-mail: claim@rpclaims.com

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

Section	Cover	Maximum Benefits per Insured Parson per Trip	Excess
1	Cancellation or Curtailment Charges	Up to £3,500 in total	£25
2	Emergency Medical Repatriation & Expenses Replacement Leader	Up to £5,000,000 in total Up to £5,000 in total	£30
2A	Hospital Confinement Benefit	Up to £30 per full 24 hours up to a maximum of £300 in total	Nil
3	Personal Accident 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
4	Delayed Departure Abandonment after full 24 hours delay	£20 after first 12 hours delay, and £20 for each additional 12 hour delayed period up to a maximum of £100 in total Up to £1,500 in total	Nil £25
4A	Missed Departure	Up to £600 in total	Nil
5	Property, passport & Money, Delayed Baggage Single Article/Pair/Set Limit Total Valuables Limit Group Equipment Limit Passport & Documents Group Passport & Documents Personal Money Group Leader Expenses Delayed Baggage – Minimum Delay of 12 hours	Up to £1,500 in total Up to £200 in total Up to £200 in total Up to £750 in total Up to £300 in total Up to £3,000 in total Up to £200 in total Up to £500 in total Up to £50 in total	£20 £20 £20 £20 £25 £25 £25 £25 Nil
6	Personal Liability (Does not cover Work related claims) Rented Accommodation Limit	Up to £2,000,000 in total Up to £100,000 in total	£250
7	Legal Expenses and Assistance	Up to £50,000 in total	£250
8	Winter Sports Cover		
8a	Sports Equipment • Single Item • Pair/Set or part of a pair/set Ski Equipment Hire	Up to £800 in total £250 £250 Up to £50 per day up to £300 in total	£50
8b	Ski Pack (including Ski Pass)	Up to £50 per day up to £400 in total Up to £150 for Lost pass	£75
8c	Piste Closure (subject to at least 80% closure)	Up to £50 per day up to £500 in total	Nil
8d	Avalanche/Landslide Closure	Up to £50 per day up to £500 in total	Nil

CATEGORY OF INSURED PERSONS AND OPERATIVE TIME

Policy Number:	ASUA-CANOPIUS-2019-0120
UMR Number:	B6839AH00212018
Group Policyholder:	HALSBURY TRAVEL
Address:	35 Churchill Park, Colwick Business Estate, Nottingham NG4 2HF
Cover Description:	Group Policy in respect of each person travelling on a trip arranged by the Group Policyholder who is eligible to be covered under this group policy and for which details have been provided to us by the Group Policyholder.
Period:	Bookings made between 1 st November 2019 until 31 st October 2020
Geographical Area:	Worldwide
Beneficiaries:	Beneficiaries receive cover benefits by virtue of the group policy issued to the group policyholder. Only the group policyholder has direct rights against the insurer. The benefits received by the beneficiaries do not give them direct rights under this group policy of insurance but enable them to receive the benefits below. Beneficiaries must notify us of any incident that they feel could give rise to a claim under these terms and conditions.
Endorsement:	It is agreed that any insured person who is a boarding student at a UK boarding school and travelling with the school will be deemed a UK resident with respect to this Travel Insurance.
Unaccompanied Minor:	If you are aged under 16 you are only insured when travelling with an Insured Adult or under a Recognised Unaccompanied Minor Travel Scheme with a Recognised Airline. The Unaccompanied Minor must hold a letter of consent from the Legal Guardian to travel unaccompanied.

INTRODUCTION

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

Certain words shown in **bold** throughout this document and in the **Validation Certificate** have specific meanings and these are explained in the General Definitions Section.

This travel insurance has been arranged by All Seasons Underwriting Agencies ("**ASUA**"). Please contact **ASUA** if **you** need any documents to be made available in braille and/or large print and/or in Audio format. Their contact details are: All Seasons Underwriting Agencies Limited (ASUA), Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex. SS14 3HJ. United Kingdom. Tel: +44 (0)203 327 0555. Email: info@asuagroup.co.uk

The insurer for this insurance is Lloyd's Syndicate 4444 which is managed by **Canopus Managing Agents Limited**. Registered office: Gallery 9 One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Ref. 204847.

Please check that the cover explained in this document and in the **Validation Certificate** meets **your** needs and that **you** understand it. If **you** have any questions about **your** insurance, please contact **ASUA** at info@asuagroup.co.uk or call +44 (0)203 327 0555.

Subject to the policy terms and conditions, this insurance lasts for either the duration of single **trip** cover. **Your period of insurance** is shown on the **Validation Certificate**.

Please take time to read Part 1 "Important Information" in this document. It tells **you** about things **you** need to check, actions which **you** need to take, and things which **you** need to tell **us** about once the insurance has started. Please note important contact details **you** may need in Part 1 'Important Information' and Part 3 'Making a Claim'.

This document gives details of many sections of cover. Some sections of cover only apply if **you** have chosen a certain level of cover or type of policy, and/or **you** have paid an additional premium. The sections of cover which **you** have chosen, and the level of benefit which will be payable in the event of a valid claim under each section of cover, are shown in the **Validation Certificate**.

To request any extension of the **period of insurance** after the commencement of travel **you** must contact the Intermediary that you purchased this insurance from and advise of any circumstances which at the time of **your** request could reasonably be expected to cause a claim under this insurance. **We** do not guarantee that any extension of cover will be provided.

This insurance is available to persons who are currently legally resident in the **United Kingdom** and registered with a **medical practitioner** and entitled to free public healthcare under reciprocal arrangements currently in place in the **United Kingdom**.

If you are aged under 16 you are only insured when travelling with an Insured Adult or under a Recognised Unaccompanied Minor Travel Scheme with a Recognised Airline.

The Unaccompanied Minor must hold a letter of consent from the Legal Guardian to travel unaccompanied.

You must observe travel advice provided by the Foreign & Commonwealth Office (FCO)). No cover is provided under any section of this insurance in respect of travel to a destination to which the FCO has advised against all or all but essential travel at the time of booking or travel. Travel advice can be obtained from the FCO on telephone number +44 (0)207 008 1500 or by visiting their website at www.fco.gov.uk.

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

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.

When and where cover applies

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

All insurance documents and all communications from **us** about this insurance will be in English.

The Contract of Insurance

This document, together with the **Validation Certificate** make up the contract between the **policyholder** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

The insurance provided by this document covers liability, loss, damage, death or disability that happens during any **period of insurance** for which the **policyholder** has paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any amendment made to it.

This document and the **Validation Certificate** are issued to the **policyholder** by All Seasons Underwriting Agencies Limited in its capacity as agent for the insurer, Lloyd's Syndicate 4444, under contract reference B6839AH00212018.

Signed by:



Compliance Manager

Authorised signatory for All Seasons Underwriting Agencies Limited, Suite 2, 2nd Floor, East Wing, Alpi House, Miles Gray Road, Basildon, Essex SS14 3HU, United Kingdom.

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: +44 (0) 203 327 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**.

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

IMPORTANT INFORMATION

This is not a private medical insurance. If an **insured person** needs any emergency medical treatment whilst abroad he/she must contact **our** 24 hour Emergency Assistance Company, Mayday Assistance. Not contacting them, or not following their instructions, could affect an **insured person's** claim. Full details are shown under the Making a Claim Section.

There are conditions which apply to the whole of this insurance and full details of these can be found under the General Conditions and Exclusions Section. There are also conditions which relate specifically to making a claim, and these can be found under the Making a Claim Section.

In the above Sections **you** will find conditions that **you** and all other **insured persons** need to meet. If **you** and/or any other **insured person(s)** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may be cancelled.

Declaration of Medical Conditions and Health Changes

This travel insurance policy contains conditions and exclusions in relation to the health of the **insured persons** and of others who might not be travelling with an **insured person** but whose well-being the **insured person's trip** may depend upon.

Exclusions Relating to Health and Medical Conditions

There is no cover under Section 1 – Cancellation or curtailment charges, Section 2 – Emergency medical, repatriation and other expenses, or Section 3 - Personal accident of this policy for any claims arising directly or indirectly from:

- a) Any **medical condition** an **insured person** has with which a **medical practitioner** has advised the **insured person** not to travel (or would have done so had the **insured person** sought his/her advice), but despite this the **insured person** still travels;
- b) Any surgery, treatment or investigations for which an **insured person** intends to travel outside of his/her **home area** to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures);
- c) Any **medical condition** for which an **insured person** is not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**;
- d) An **insured person** travelling against any health requirements stipulated by:
 - the airline with which the **insured person** is travelling, by the airline's booking company, or by anyone else who provides services on behalf of the airline at the airport, or
 - any other **public transport** provider.

Pregnancy

There is no cover under this policy in relation to pregnancy and/or childbirth unless during a **trip**:

- a) an **insured person** suffers a **bodily injury**; or
- b) an **insured person** contracts an illness or disease; or
- c) complications of any kind with the pregnancy occur.

Cover for the above events will continue until 12 weeks prior to the due date, or until 6 weeks prior to the due date where an **insured person** has been given approval to travel overseas by a **medical practitioner**. The return date of the trip cannot be any later than 6 weeks prior to the due date.

The policy will not cover any costs relating to pregnancy or childbirth if an **insured person** travels less than 6 weeks prior to the due date, even with approval to travel from a **medical practitioner**.

If an **insured person** becomes pregnant and the dates of travel fall within the 12 or 6 week periods prior to the due date referred to above, the **insured person** should contact the ASUA Customer Helpline to discuss their options relating to policy cover.

Policy Excesses: Please note that under most sections of this insurance, claims will be subject to an **excess**. This means that **you** will be responsible for the first part of each and every claim per incident claimed for, under each section by each insured person, unless an additional premium has been paid so that an **excess** is not payable (as confirmed on the **Validation Certificate**).

SPORTS ACTIVITIES AND PURSUITS

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

- a) participation is for recreational purposes only and

- b) 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 Cancellation or Curtailment

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 **you** 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 **you** 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 **you** 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 Two Emergency Medical, Repatriation & Other 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 Two A Hospital Confinement Benefit

What is Covered

We will pay **you** the amount shown in the **Validation Certificate** Schedule of Cover for every complete 24 hours **you** have to stay in hospital as an in-patient or are confined to **your** accommodation due to **your** compulsory quarantine or on the orders of a **medical practitioner** outside **your home area**, up to the maximum amount shown in the **Validation Certificate** Schedule of Cover as a result of **bodily injury**, illness or disease **you** sustain.

We will pay the amount above in addition to any amount payable under Section B – Medical, repatriation and other expenses. This payment is meant to help **you** to pay for additional expenses such as taxi fares and phone calls incurred by **your** visitors during **your** stay in hospital.

Special Conditions Relating to Claims

1. **You** must tell the 24 hour emergency medical service as soon as possible of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient, compulsory quarantine or confinement to **your** accommodation on the orders of a **medical practitioner**.

What is Not Covered

The General Exclusions and the exclusions below both apply to Section 2A – Hospital Confinement Benefit

1. Any claims arising directly or indirectly from:
 - a) Any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - i. relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** admittance into hospital.
 - ii. relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
 - iii. following **your** decision not to be repatriated after the date when, in the opinion of the 24 hour emergency medical service, it is safe to do so.
 - b) Hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - i. relating to any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and the 24 hour emergency medical service can be delayed reasonably until **you** return to **your home area**.
 - ii. as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
 - iii. occurring in **your home area** and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by, or are recoverable from, the Health Authority in **your home area**.

Cover Section Three 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 both eyes

Loss of hearing (in one ear)

Loss of sight in one eye

Loss of speech

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 both eyes

Loss of hearing (in one ear)

Loss of sight in one eye

Loss of speech

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 Four

Delayed Departure

What is Covered

a) If, due to one of the Specified Events below, the departure of the **public transport** on which **you** are due to travel is delayed at the final departure point from or to the **United Kingdom**, or if any subsequent outbound or return connecting **public transport** is delayed, for at least 12 hours from the scheduled time of departure, then provided **you** still travel **we** will pay the amount shown in the **Validation Certificate** Schedule of Cover.

Specified Events

1. An accident involving, or the mechanical breakdown of, or a technical fault occurring in, the vehicle on which **you** are booked to travel.
2. Strike, industrial action or adverse weather conditions.

The amount **we** will pay for a) the first full completed 12 hours of delay, and b) each additional full 12 hours of delay is as shown in the **Validation Certificate** Schedule of Cover. This benefit is intended to help **you** to pay for telephone calls made, and meals and refreshments purchased, during the delay.

- b) If, due to one of the Specified Events above, **your** pre-booked **public transport** is delayed at the final departure point from the **United Kingdom** for 24 hours, or if such **public transport** is cancelled, and **you** decide to cancel **your trip** before departure from the **United Kingdom**, then in addition to a payment for travel delay, **we** will pay up to the amount shown in the **Validation Certificate** Schedule of Cover for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay.
- c) If **you** decide to continue to travel following a delay of at least 24 hours due to one of the Specified Events above, **we** will also reimburse **you** up to the amount shown in the **Validation Certificate** Schedule of Cover for the cost of any pre-booked and pre-paid event(s) which **you** were unable to attend due to the travel delay.

Notes:

- If the same expenses are covered under Section D1 (Missed Departure), **you** can only claim under one section of this insurance for the same event.
- There is no cover under c) above if the sole purpose of **your trip** is to attend a pre-booked and pre-paid event. Cover can be purchased separately for any such **trip(s)**.

Special Conditions Relating to Claims

1. **You** must check in according to the itinerary given to **you**.
2. **You** must get written confirmation, at **your** own expense, from the relevant **public transport** provider of the number of hours of delay and the reason for the delay.
3. **You** must comply with the terms of contract of the travel agent, tour operator, or transport provider.

What is Not Covered

The General Exclusions and the exclusions below both apply to Section 4 – Delayed Departure

1. The **excess** shown in the **Validation Certificate** Schedule of Cover. The **excess** only applies to abandonment claims.
2. Any claims arising directly or indirectly from strike or industrial action existing or being publicly announced by the date the **policyholder** purchased this insurance or at the time of booking any **trip**.
3. Any claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporarily or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling.
4. Any claim for reimbursement of the cost of pre-booked and pre-paid event(s) where the sole purpose of **your trip** was to attend such event(s).

Cover Section Four A

Missed Departure

What is Covered

- a) If, due to one of the Specified Events listed below, **you** fail to arrive at the departure point in time to board the **public transport** on which **you** are booked to travel for the international outbound and return legs of **your trip**, **we** will pay **you** up to the maximum amount shown in the **Validation Certificate** Schedule of Cover for any necessary additional accommodation (room only) and travel expenses incurred in reaching **your** overseas destination or returning to the **United Kingdom**.

Specified Events

1. The failure of other **public transport**.

2. **An** accident involving, or the mechanical breakdown of, or a technical fault occurring in, the vehicle in which you are travelling.
3. An accident or breakdown happening ahead of you on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which you are travelling.
4. Strike, industrial action or adverse weather conditions.
5. If, as a result of missing the departure of the public transport on which you are booked to travel for the international outbound and return legs of your trip due to one of the Specified Events listed above, you then miss any subsequent outbound or return connecting public transport, we will pay you up to the maximum amount shown in the Validation Certificate Schedule of Cover for any necessary additional accommodation (room only) and travel expenses incurred in reaching your overseas destination or returning to the United Kingdom. There must be a minimum of 2 and a half hours between the scheduled arrival time of the public transport on which you have travelled and the scheduled departure time of the subsequent outbound or return connecting public transport.
6. If, as a result of one of the Specified Events listed above, you are unable to attend any pre-booked and pre-paid event(s) due to missing the departure of the public transport on which you are booked to travel for the international outbound and return legs of your trip, and/or any subsequent outbound or return connecting public transport, we will reimburse you up to the maximum amount shown in the Validation Certificate Schedule of Cover for the cost of such pre-booked and pre-paid event(s).

Notes:

- If the same expenses are covered under Section D (Travel Delay and Abandonment), you can only claim under one section of this insurance for the same event.
- There is no cover under c) above if the sole purpose of your trip is to attend a pre-booked and pre-paid event. Cover can be purchased separately for any such trip(s).

Special Conditions Relating to Claims

1. You must be scheduled to arrive at the final departure point for the international outbound and return legs of your trip at least 2 and a half hours before the scheduled departure time of the public transport on which you are booked to travel.
2. There must be a minimum of 2 and a half hours between the scheduled arrival time of the public transport on which you have travelled and the scheduled departure time of the subsequent outbound or return connecting public transport.
3. If you make a claim caused by any delay happening on a motorway or dual carriageway, you must get, at your own expense, confirmation or proof of the incident happening, and of the location, reason for and duration of the delay.

What is Not Covered

The General Exclusions and the exclusions below both apply to Section 4A – Missed Departure

1. The excess shown in the Validation Certificate Schedule of Cover.
2. Any claims arising directly or indirectly from strike or industrial action existing or being publicly announced by the date the policyholder purchased this insurance or at the time of booking any trip.
3. Any claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporarily or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling.
4. Claims arising directly or indirectly from an accident to or breakdown of the vehicle in which you are travelling when a repairer's report or other evidence is not provided.
5. Claims arising directly or indirectly from breakdown of any vehicle owned by you which has not been serviced and maintained in accordance with the manufacturer's instructions.
6. Additional expenses where the scheduled public transport provider has offered alternative travel arrangements within 24 hours of the original departure time and of a comparable standard and duration.
7. Any claim for reimbursement of the cost of pre-booked and pre-paid event(s) where the sole purpose of **your trip** was to attend such event(s).

Cover Section Five

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 £50 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) £200 for any single item or pair or set, or part of a pair or set;
 - (b) £200 for **valuables**;
 - (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) £200 for cash (meaning bank notes and coins).
 - (e) £500 for Group Leader Expenses
 - (f) £750 for Group Equipment
 - (g) £300 Passport & Documents
 - (h) £3,000 Group Passport & Documents
 - (i) £50 for delayed Baggage – Minimum delay of 12 hours
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, phone, 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 Six

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 Seven

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 Eight

Winter Sports

Important - Cover under this Section only applies if:

- (a) Winters 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.

Section 8a. 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**

Section 8b. 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 apply to this section of the policy.

Section 8c. 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.

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.

1. This cover applies only to trips undertaken in the period starting on or after 1st 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**.

Section 8d. 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.

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 mind when claiming

What to do in a Medical or other Emergency Abroad

On **our** behalf, Mayday Assistance provide a 24 hour emergency service 365 days a year and **you** can contact Mayday Assistance by using the following:

Mayday Assistance Emergency 24-hour service:
+ (44) (0) 1273 624 661 Fax: **+ (44) (0) 1273 606 390**
Email: operations@maydayassistance.com

For out-patient treatment costing less than £200, it is recommended that **you** pay the hospital/clinic **yourself** and claim back medical expenses from **us** on **your** return to **your home area**.

You must contact Mayday Assistance as soon as possible in the case of a serious medical emergency abroad where **you** will or may need to stay in hospital, have hospital treatment or other emergencies, for example the need to change travel arrangements and return **home** because a **close relative** has become seriously ill.

When calling Mayday Assistance for help, please provide the following information:

- The policy number (shown on the **Validation Certificate**) and the **policyholder's** name.
- **Your** name and the address **you** are staying at.
- The phone number **you** are calling from.
- The nature of the emergency.
- The name and phone number of the doctor and hospital treating **you** (if appropriate).

Not contacting Mayday Assistance, or not following their instructions, could affect **your** claim. Mayday Assistance must agree, beforehand, any emergency travel expenses involving air travel. If it is not possible for **you** to make contact with Mayday Assistance before hospital admission or before medical expenses are incurred because emergency treatment is required, contact must be made as soon as possible.

Private medical treatment is not covered in countries where reciprocal health agreements entitle **you** to benefit from public health care arrangements unless authorised specifically by Mayday Assistance. Mayday Assistance has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. Mayday Assistance will also arrange transport **home** when this is considered to be medically necessary or when **you** are told about the illness or death of a **close relative** or a **close business associate** at **home**.

Payment for medical treatment abroad

If **you** are admitted to a hospital/clinic while abroad, Mayday Assistance will arrange for medical expenses covered by the insurance to be paid direct to the hospital/clinic. To take advantage of this benefit:

- Someone must contact Mayday Assistance for **you** as soon as possible;
- Beware of requests for **you** to sign for excessive treatment or charges. If **you** are in doubt, **you** should call Mayday Assistance for guidance and authorisation of costs.

Reporting all other claims

You must report any claim as soon as possible, preferably within 31 days of any incident which may lead to a claim under this insurance. Also, **you** must contact **our** claims handlers as soon as **you** find out about any condition or circumstances which may cause a **trip** to be cancelled or cut short. If **you** need to make a claim, please contact **our** claims handlers appointed to act on **our** behalf:

Rightpath Claims
Telephone: +44 (0) 208 667 1600
Email: claim@rpclaims.com
Register On Line: www.rpclaims.com
Rightpath Claims Postal Address:
PO Box 6053, Rochford, Essex. SS1 9TT
Opening Hours: Monday to Friday 9am to 5pm (GMT)

You can register **your** claim online at www.rpclaims.com **Quote Scheme Code: A01210** **You** can also download the appropriate claim form and access Frequently Asked Questions (FAQ) relevant to **your** claim and the process in general.

Providing information to support your claim

You will need to provide certain information to enable a claim to be fully assessed. This information will vary depending on which section of cover **you** are claiming under. Examples of the types of information **we** will need are given below, but there may be other evidence required from **you**.

Further details are given within each section of cover listed in Part 4 of this policy, and **our** claims handlers will tell **you** exactly what information **you** need to give them in relation to **your** own claim.

Unless we agree to pay for any information, for example a medical examination (which you must agree to undergo if required), the information will need to be provided at your own expense.

Medical Certificates	A medical certificate from the treating medical practitioner or a consultant specialising in a relevant field explaining why you required medical attention, were unable to travel, forced to cancel, extend, cut short or forfeit any pre-arranged plans or paid for activities, or rearrange any travel plans.
Police (or other Authority) Reports	A report from the local police or other relevant authority in the country where the incident occurred confirming dates, circumstances and further details of the loss, theft, attempted theft, mugging, damage, quarantine, lawful or unlawful detention.
Travel Tickets & Baggage Tags	All travel tickets (including any unused travel tickets) and baggage tags.
Receipts, Bills, Valuations & Proof of Ownership	An original receipt, valuation or proof of ownership for items, currency or documents of any kind lost, stolen, damaged, repaired, replaced, purchased or hired as emergency temporary replacements. Receipts or bills for any costs incurred for in-patient/out-patient treatment, telephone calls, emergency dental treatment, transport, accommodation, hospital or medical costs and any other charges or expenses which are to be considered as part of a claim.
Confirmation Letters, Reports, Invoices & Notices	Confirmation of the loss, delay, failure, cancellation or circumstance leading to the claim in the form of a letter, invoice, report or notice of cancellation from (as appropriate) your tour operator or their representative, airline, baggage handler, service provider, retailer, hotel or accommodation provider, emergency service, commanding officer, event organiser, public transport provider or relevant authority.

Death Certificates	For any claim involving your death or the death of any related party the original death certificate will be required.
--------------------	--

Getting Medical Treatment Abroad

The European Health Insurance Card (EHIC) is no substitute for travel insurance as **you** will not necessarily be covered for all medical costs or for any emergency flights **home**.

However, a European Health Insurance Card (EHIC) is free and enables access to free or discounted medical care in selected European Countries. The EHIC entitles **you** to the same state-provided healthcare that is generally offered to the locals of the country **you** are visiting. For **United Kingdom** residents, this doesn't mean **you** will be entitled to the same standard of medical care offered by the NHS in the **United Kingdom**. Private treatment is not covered.

To get an EHIC, apply online at www.dh.gov.uk/travellers or by telephone on 0300 330 1350.

The United Kingdom has reciprocal healthcare agreements with certain other countries e.g. Australia, New Zealand and Russia. This means that when visiting these countries, urgent or immediate medical treatment will be provided at a reduced cost or, in some cases, free. Visit <http://www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/nonEEACountries> for a list of those countries in which **you** may be entitled to free treatment or treatment at a reduced cost.

Claims Conditions

1. Claims procedure and notification:

You must notify claims using the procedures and contact options detailed in this Making a Claim Section.

The claim notification must be made as soon as possible and preferably within 31 days following any **bodily injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may lead to a claim under this insurance.

You must also tell **us** if **you** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **our** claims handlers as soon as possible. **You**, or anyone acting on **your** behalf, must not negotiate, admit or repudiate (refuse) any claim without **our** claims handlers' permission in writing.

2. Claims evidence

We will require, at **your** own expense, all evidence needed to fully assess **your** claim. **You** must have any medical examinations **we** decide are necessary. **We** will pay for these. **We** may request and will pay for a post mortem examination if required in the event of accidental death.

3. Property

You must retain any property which is damaged, and if requested, send it to **us** at **your** own expense. If **we** pay a claim for the full value of the property and it is then recovered it will then become **our** property. **We** may refuse to reimburse **you** for any property for which **you** cannot provide proof of ownership such as an original receipt, a valuation, user manual or bank or credit card statements.

4. Transferring of rights

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

5. Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you**, or anyone acting on **your** behalf is fraudulent, deliberately exaggerated, or is intended to mislead, **we** may:

- not pay that claim; and
- recover (from the insured person involved in the claim) any payments made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

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 Notice

We and **ASUA** are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which will be available on **our** website during May 2018 <http://www.canopius.com/>

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

To view our Privacy Policy, please go to <http://www.canopius.com/privacy/>

In summary:

We and **our** claims handlers may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and **our** claims handlers will also collect personal information about any additional people who **you** wish to be insured under the policy.

We and **our** claims handlers may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for Medical Expenses;
- Other relevant information relating to a specific section within the policy to assess and process **your** claim.

We and **our** claims handlers collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and **our** claims handlers will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and **our** claims handlers will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact.

Group Data Protection Officer
Canopius Managing Agents Limited
Gallery 9, One Lime Street, London. EC3M 7HA. UK
Email: privacy@canopius.com

Tel: + 44 (0) 20 7337 3700

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

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 the complaint **does not** relate to a claim please direct it to:

All Seasons Underwriting Agencies Limited.
Correspondence: Alpi House, Suite 2, East Wing,
2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ
Phone: +44 (0)203 327 0555
Email: info@asuagroup.co.uk
Office Hours: 9am to 5pm GMT Mon-Fri (excludes public holidays).

If the complaint relates to a claim, please direct it to:

Rightpath Claims **Please Quote SCHEME CODE: A01210**
PO Box 6053, ROCHFORD. SS1 9TT
Telephone: +44 (0) 208 667 1600
Email: claim@rpclaims.com

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **ASUA** or Rightpath Claims (as appropriate) **your** legal rights are not affected, and **you** may refer the complaint to Lloyd's. Lloyd's contact information is:

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

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at the website noted above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3:

If **you** 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
Website: www.financial-ombudsman.org.uk

Alternatively, if you live in the European Economic Area (EEA) and if the insurance was purchased online*, please note that you can, if you wish, also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the EEA, who have bought goods or services online, get their complaint resolved. The ODR Platform can be accessed by clicking on the following link: <http://ec.europa.eu/consumers/odr/>. This does not affect your right to submit your complaint following the process above.

* Note: "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

General Definitions

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in this policy, in the **Validation Certificate**, or in endorsements, and are shown in bold print.

Active war means: **your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

ASUA means: All Seasons Underwriting Agencies Ltd. Authorised and regulated by the Financial Conduct Authority. Firm reference 308488.

Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex. SS14 3HJ.
Tel: +44 (0)203 327 0555. Email: info@asuagroup.co.uk

Baggage means: luggage, clothing, personal belongings, **valuables** and other articles which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any **trip**.

However, certain equipment and specific items are not covered. Please see exclusion 5 on page 11 for a full list of equipment and specific items which are not covered.

Bodily injury means: an identifiable physical injury, occurring during a trip undertaken during the period of insurance, caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to severe weather conditions.

Canopus Managing Agents Limited means: Canopus Managing Agents Limited, registered office: Gallery 9 One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453 and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Ref. 204847.

Close relative means: 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, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée.

Curtailment / Curtail / Curtailed means either: abandoning or cutting short the trip by direct early return to your home area, in which case claims will be calculated from the day you returned to your home area and based on the number of complete days of your trip which you have not used, or attending a hospital outside your home area as an in-patient or being confined to your accommodation abroad due to compulsory quarantine or on the orders of a medical practitioner, in either case for a period in excess of 48 hours. Claims will be calculated from the day you were admitted to hospital or confined to your accommodation and based on the number of complete days for which you were hospitalised, quarantined or confined to your accommodation. Cover only applies to ill/injured persons.

Excess means: the amount **you** will have to pay towards the cost of each claim under the insurance.

Home means: **your** normal place of residence

Home area means: for residents of the United Kingdom excluding Channel Islands and the Isle of Man, the United Kingdom excluding Channel Islands and the Isle of Man.
For residents of the Channel Islands and the Isle of Man, either the Channel Islands or the Isle of Man depending on where **your home** is.

Irrecoverable sums means: deposits and charges for **your trip** which are not recoverable from any other source including but not limited to insurance policies or financial bonds and guarantees provided by the **scheduled airline** or **end supplier** or **transport provider** (as appropriate) or another insurance company or a government agency or a travel agent or credit card company.

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

Loss of sight means: total and irrecoverable loss of sight which shall be considered as having occurred:

- a) In both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Medical condition means: any disease, illness or injury.

Medical practitioner means: a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.

Nuclear risks means: ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Outward journey means: the journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **trip** from **your home** address in the **United Kingdom**.

Period of insurance means: the period of the **trip** and terminating upon its completion, but not in any case exceeding the period shown in the **Validation Certificate**. Under these policies Section A - Cancellation cover will be operative from the time **you** pay the premium.

Permanent total disablement means: loss of physical and/or mental ability through **bodily injury** to the extent that **you** will be unable to do the material and substantial duties of any occupation to which **you** are suited by means of training, education or experience ever again. The material and substantial duties are those that are normally required for, and form a significant and integral part of, the performance of any occupation that cannot reasonably be omitted or modified. Occupation means any trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is irrespective of location

and availability. A **medical practitioner** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when cover under this policy ends or **you** are expected to retire.

Personal money means: bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

Policyholder means: the individual who has paid the appropriate premium to **us** for this insurance.

Pre-existing medical condition means:

- a) any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy or cancer for which **you** have ever received treatment (including surgery, tests or investigations by a **medical practitioner** and prescribed drugs or medication).
- b) any **medical condition** for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months.
- c) any **medical condition** for which **you** are taking prescribed drugs or medication.
- d) any **medical condition** for which **you** have received a terminal prognosis.
- e) any **medical condition** you are aware of but for which **you** have not had a diagnosis.
- f) any **medical condition** for which **you** are on a waiting list or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

Public transport means: any publicly licensed aircraft, sea vessel, train, coach or bus on which **you** are booked or had planned to travel.

Return journey means: the journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **trip to your home** address in the **United Kingdom**.

Secure baggage area means: any of the following, as and where appropriate:

- a) the locked dashboard, boot or luggage compartment of a motor vehicle
- b) the locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- c) the fixed storage units of a locked motorised or towed caravan
- d) a locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

Ski equipment means: skis (including bindings), ski boots, ski poles and snowboards (including bindings) and any other items deemed as specific and required for the participation in **winter sports** activities

Terrorism means: an act, including but not limited to the use or threat of force and/or violence, of any person or group(s) of 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.

Ticket costs means: the face value of the ticket as printed on the ticket including any booking or administration fees printed on the ticket or for which a receipt or evidence can be provided.

Trip means: any holiday, business or pleasure trip or journey made by **you** within the area of travel shown in the **Validation Certificate** which begins and ends in **your home area** during the **period of insurance**.

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

United Kingdom means: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Validation Certificate means: the document showing details of your cover.

Valuables means: jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment (including MP3/4 players, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

Vermin means: rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

War means:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot or 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 means: Lloyd's Syndicate 4444, managed by **Canopus Managing Agents Limited**.

Winter sports means: any sport or activity as listed in Appendix B and for which the **policyholder** has paid the additional premium where required as confirmed on the **Validation Certificate**.

You/Your/Yourself means: the **policyholder** and any other person(s) to whom cover is provided under the policy, as stated on the **Validation Certificate**.