

School Group Travel Insurance SKITEAM4 2024-2025

Policy Booklet

Claims Lines

Medical Emergencies

Mayday Assistance +44 (0) 1273 624 661

All Other claims

Roger Rich & Co +44 (0) 1608 641 351

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

Section	Cover	Maximum Benefit per Insured Person per Trip	Excess
1	Overseas Medical & Emergency Expenses Overseas Medical & Repatriation Expenses Including Dental Treatment	Up to £10,000,000 in total Up to £20 per 24 hours (up to a maximum of £400 in total) Up to £200 in total	Nil Nil Nil
2	Hospital Confinement Benefit Property, Passport & Money, Delayed Baggage Property Valuables Single Item Pair/Set or part of a pair/set Spectacles/Sunglasses Limit Group Money including Passport and Documents	Up to £300 in total Up to £300 in total Up to £200 in total Up to £200 in total Up to £50 in total Up to £250 in total	Nil Nil Nil Nil Nil
3	Delayed Baggage – minimum delay of 12 hours Personal Liability	Up to £100 in total Up to £2,000,000in total	Nil £250
	Rented Accommodation	Up to £100,000 in total	£250
4	Legal Expenses and Assistance	Up to £25,000 in total	£250
5	Cancellation or Curtailment	Up to £1,000 in total £20 after first 12 hours delay, and £10 for	Nil
6	 Abandonment after 24 hours Missed Departure 	each additional 12 hour delayed period up to a maximum of £150 in total Up to £1,000 in total Up to £1,000 in total	Nil Nil Nil
7	Personal Accident	Up to £25,000 in total Up to £25,000 in total Up to £25,000 in total	Nil Nil Nil
8	Winter Sports		
1	 Sports Equipment Single Item Pair/Set or part of a pair/set Ski Equipment Hire 	Up to £500 in total £250 £250 Up to £50 per day up to £250 in total	Nil Nil Nil Nil
2	Ski Pack (including Ski Pass)	Up to £50 per day up to £500 in total	Nil
3	Piste Closure (subject to at least 80% closure)	Up to £250 per day up to £500 in total	Nil
4	Avalanche/Landslide Closure	Up to £250 per day up to £500 in total	Nil

CATEGORY OF INSURED PERSONS AND OPERATIVE TIME

Policy Number: ASUA-CAN-2023-0221

UMR Number: B6839AH00212023

Policyholder: Team4 Travel GmbH – trading as SKITEAM4

Address: Unit 5&6 Eclipse Office Park, High Street, Staple Hill, Bristol. BS16 5EL.

United Kingdom.

Business Description: Schools Group Ski Tour Operator

Period of Cover: From: 6th April 2024

To: 19th April 2025

(Both dates inclusive and at Local Standard Time at your address)

Geographical Area: Europe

Age Limit: An insured person must be under the age of 80 years at the end of the

period of cover.

Category of Insured

Persons:

Clients of the Policyholder travelling on the Policyholder's holidays.

Endorsement: It is 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.

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INTRODUCTION

Welcome. Thank you for choosing us for your insurance. This document sets out what is and what is not covered

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 insurance is underwritten by Lloyd's Syndicate 4444, which is managed by **Canopius Managing Agents Limited**. Registered Office: Floor 29, 22 Bishopsgate, London. EC2N 4BQ. 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.

The insurers are referred to as "we", "us" and "our" in this Policy Document."

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 a single **trip** or for a year if **you** have chosen annual multi 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 **ASUA** on +44 (0)203 327 0555 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 only available to persons who are currently legally resident in the **United Kingdom** and registered with a **medical practitioner** or 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 one or both of the insured adults (or accompanied by another responsible adult).

We will not provide any cover if any person wanting to be insured does not meet the above requirements.

You must observe travel advice provided by the Foreign, Commonwealth & Development Office (FCDO)). No cover is provided under any section of this insurance in respect of travel to a destination to which the FCDO 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.

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

The Contract of Insurance

This document and 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, which is managed by **Canopius Managing Agents Limited**, under contract reference B6839AH00212023.

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.

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

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

When and where cover applies

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

Reciprocal Health Agreement

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

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

Changing your Mind

How to cancel the policy in the first 14 days

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

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

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

All Seasons Underwriting Agencies Ltd

Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex SS14 3HJ

Tel: +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, subject to our retaining a minimum of one half of the annual premium or £250, whichever is more.

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

Periodic review

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

SPORTS ACTIVITIES AND PURSUITS

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

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

No cover for Personal Liability

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

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

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

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

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

Cover Section One

Overseas Medical and Emergency Expenses

What is covered

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

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

We will only pay for a one-way economy ticket for the most appropriate method of transport.

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

Payment Conditions and Limits to Benefit

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

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.

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.

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

Property, Passport, Money, Delayed Baggage

What is covered

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

Passport: If an insured person's passport is lost or stolen during the operative time we will pay up to the maximum benefit shown in the table of benefits for any reasonable costs or expenses incurred by the

insured person as a direct result of the loss or theft. The **insured person** must report the loss or theft to the police within 24 hours, or as soon as is reasonably practical

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

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

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

Payment Conditions and Limits to Benefit: These conditions and limits are specific to this section of cover and apply in addition to those listed in the section Policy Conditions.

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

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

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

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

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

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

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

For Delayed Baggage:

- 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.

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.
- 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:

- 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.

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

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

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

Valuables: Personal jewellery or items containing precious or semi-precious stones, watches, gold or silver articles or articles of precious material, antiques, computer and laptop equipment, radio or audio equipment (including MP3 players, iPods, personal digital assistants (PDA's), headphones, CD's, minidiscs, 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 Three

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.

- 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.

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 Four

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.

- 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.

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 Five

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 **your** or **insured person's** control, **we** will pay up to the maximum amount shown in the **table of benefits** for:

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

Payment Conditions and Limits to Benefit

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

- 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.

We will not pay any claim:

- 1. Which is due to **your** or the **insured person's** personal decision not to travel or continue to travel.
- 2. Which results from redundancy of an **insured person**, unless such redundancy qualifies for payment under the **United Kingdom** Redundancy Acts.
- 3. Which is due to **your** or an **insured person's** financial circumstances.
- 4. For transport or accommodation if the cancellation, curtailment or rearrangement is caused by the default or failure of any provider or their agent acting for **you** or an **insured person**.
- 5. Following the delay of public transport if an **insured person** fails to check in according to their itinerary.
- 6. Following the delay or cancellation of public transport on the recommendation or orders of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body.

- 7. For cancellation, curtailment or postponement of any event organised by **you**.
- 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.

Redundancy of an Insured Persons Parent/Legal Guardian:

We can confirm that we are also able to provide this cover as follows:

Cover

We will pay for all non-refundable deposits and charges/fees paid by the parent(s) or guardian(s) of the **insured person** or on behalf of an **insured person** if after the holiday is booked and the insurance taken out, the **insured person** has to cancel the trip due to one or more of the parent(s) or guardian(s) of the **insured person** being made **redundant** from their current employment.

Exclusions

- we will not pay any claim where the parent(s) or guardian(s) of the insured person were given notice of redundancy or has been consulted about redundancy by their employer prior to the holiday being booked.
- 2. **we** will not pay any claim where the parent(s) or guardian(s) of the **insured person** were under official notice of furlough from their employer.
- 3. **we** will not pay any claim where the parent(s) or guardian(s) of the **insured person** has elected to take **redundancy** from their employer on a voluntary basis
- 4. **we** will not pay any claim where the parent(s) or guardian(s) of the **insured person** is absent from work due to disciplinary action(s) or investigations of any kind

Definition: Redundant/Redundancy means: when an insured person has been informed by their employer that they are being dismissed by reason of redundancy where the dismissal is wholly or mainly attributable to the fact that

- the employer ceases to carry on the business in which the employee was employed;
- the employer ceases to carry on that business in the place where the employee was employed;
- the needs of the business for employees to carry out work of a particular kind cease or diminish; or
- the needs of the business for employees to carry out work of a particular kind in the place where the employee was employed cease or diminish

Cover Section Six Travel Delay

What is covered

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

Strike

Locked out workers

Industrial action

Bomb scare

Criminal action

Earthquake

Fire or flood damage at the departure point

Adverse weather

Accident and / or mechanical breakdown of transport

we will pay one of the following:

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

Payment Conditions and Limits to Benefit

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

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

3. The maximum claim is limited to the sum insured shown in the table of benefits.

Exclusions - what is not covered

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

We will not pay any claim:

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

Cover Section Seven

Personal Accident

What is covered

Accidental death benefit

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

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

Permanent partial disablement benefit

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

Loss of limb(s)

Loss of sight in one eye

Loss of sight in both eyes Loss of speech

Loss of hearing (in one ear)

Loss of hearing (in both ears)

Permanent total disablement benefit

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

Payment Conditions and Limits to Benefit

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

- 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 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.

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

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

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

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

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

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

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

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

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

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

Loss of limb(s)

Loss of sight in one eye
Loss of sight in both eyes

Loss of speech

Loss of hearing (in one ear)

Loss of hearing (in both ears)

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

Cover Section 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.

1. Sports Equipment

What is covered:

- 1. If snowboards or skis (including bindings) boots and poles owned by an insured person:
 - (a) are lost stolen or destroyed on a trip, **we** will indemnify the **insured person** for the cost of replacement subject to the following scale of depreciation based on the original purchase price of the equipment and the age of the item(s) lost or stolen, damaged or destroyed:

80% payable for items up to six months old

60% payable for items over six months old and less than one year old

50% payable for items over one year old and less than two years old

40% payable for items over two years old and less than three years old

30% payable for items over three years old and less than four years old

20% payable for items over four years old and less than five years old

10% payable for items over five years old,

- (b) are damaged on a trip, **we** will pay for the cost of repairs provided that the cost of repair(s) is not more than the cost of replacement on the basis prescribed in 1a) above. The maximum amount **we** will pay will be the replacement cost as prescribed in 1(a) above.
- 2. If equipment hired to an **insured person** and for which the **insured person** is held responsible is lost or stolen, destroyed or damaged on a trip, **we** will pay the cost of the repairs or replacement up to a maximum of £100.
- 3. If snowboards or skis (including bindings), boots or poles owned by an **insured person** are lost or stolen, destroyed or damaged (and repairs cannot be achieved in a reasonable time) after the commencement of the trip, **we** will pay the reasonable cost of hiring replacement equipment during the **trip** up to the limits shown in the **table of benefits** provided that the maximum **we** will pay:
 - for Items 1 and 2 in total and for any one item of equipment is as shown in the table of benefits
 - for Item 3 in total and for any one day is as shown in the table of benefits.

Exclusions - what is not covered:

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

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.

The insured person:

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

2. Ski Pack (Lessons / Hired Equipment)

What is covered:

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

Exclusions – what is not covered:

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

3. Piste Closure

What is covered:

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

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

or

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

provided that:

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

Exclusions - what is not covered:

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

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 condition 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 19th April.

Extension to Section P- Partial Piste Closure

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

4. Delay Because of Avalanche or Landslip or Landslide

What is covered:

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

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

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

Exclusions – what is not covered:

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

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.
- 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**.
- 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.
- 19. Unless otherwise stated below, this insurance does not cover claims in any way caused by or resulting from an **infectious or contagious disease**, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a **medical practitioner** before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

PLEASE NOTE:

- This exclusion does not apply to claims made under Section B Medical, Repatriation and Other Expenses or Section B1 – Hospital Confinement Benefit.
- Cover is provided under Section A Cancellation or Curtailment Charges if you or any person you are travelling with receive a positive test result for coronavirus (Covid-19) in the 7 day period prior to the departure date of your trip and you are required to self-isolate in accordance with the instructions of the health service and/or government in your home area, as a result of which you are unable to travel.
- Cover is provided under Section D1 Missed Departure if you arrive at your international departure point at the recommended time to complete pre-boarding checks, but miss your booked public transport due to taking and failing a health screening or coronavirus (Covid-19) test prior to boarding, or due to waiting for the results of an unplanned heath screening or coronavirus (covid-19) test.

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 <u>all</u> **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 <u>all</u> **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

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 medically necessary or when **you** are told about the illness or death of a **close relative** or a **close business associate**.

ALL OTHER CLAIMS

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 <u>31 days</u> 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:

ROGER RICH & CO. Quote Scheme Code: A01186

2a Marston House, Cromwell Park, Chipping Norton, Oxfordshire. OX7 5SR.

Tel: +44 (0)1608 641 351 Fax: +44 (0)1608 641 176

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 prearranged 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	An original receipt, valuation or proof of ownership for items, currency or documents of any kind lost, stolen, damaged, repaired, replaced, purchased

Ownership	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.

Your home area may have a reciprocal healthcare agreement in place with certain other countries which means that when visiting these countries, urgent or immediate medical treatment will be provided at a reduced cost or, in some cases, free. Details of any such reciprocal healthcare agreements may be available on the website of the government in your home area.

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. However, if there is a delay in reporting of your claim it is not our intention to decline your claim or to reduce the payment amount, provided that all the information required is still available and the delay has not prejudiced our claims handlers' ability to assess the claim.

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

Data Protection Notice

We and **ASUA** are the data controllers (as defined by the Data Protection Act 2018 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 is available on **our** website http://www.canopius.com/privacy

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.

In summary:

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

We 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 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** <u>Privacy Notice</u>.

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 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 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**Floor 29, 22 Bishopsgate, London. EC2N 4BQ. UK Email: privacy@canopius.com
Tel: + 44 (0) 20 7337 3700

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, PO Box 300, Mitcheldean GL17 1DY, United Kingdom Tel: +44 0 800 678 1100 (freephone) or +44 0 20 7741 4100. Website: www.fscs.org.uk)

Several Liability Notice. The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Sanctions. We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Rights of Third Parties. A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him.

However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Safeguarding Your Premium and Claim Payments. All premium payments from you and due to us for this policy will be held by ASUA on our behalf. ASUA will also hold any premium refund that is due to you from us.

Any claim payments that are due to you from us will be paid to you by our claims handlers.

In these capacities, **ASUA** and **our** claims handlers are acting as **our** agents. This means that once a premium is paid to **ASUA** it is deemed to have been received by **us** and that all claim payments and premium refunds are not deemed to have been paid until **you** have actually received them.

Applicable Law and Jurisdiction. This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

PART 7 - HOW TO MAKE A COMPLAINT

IMPORTANT NOTE: The procedure to follow if **you** need to make a complaint depends on where **you** live.

If you live in the United Kingdom, the complaints process is as follows:

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:

ROGER RICH & CO. Quote Scheme Code: A01186

2a Marston House, Cromwell Park, Chipping Norton, Oxfordshire. OX7 5SR.

Tel: +44 (0)1608 641 351 Fax: +44 (0)1608 641 176 Email: <u>claims@rogerrich.co.uk</u>

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **ASUA** or Roger Rich & Co (as appropriate) **you** may refer the complaint to 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 the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

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

If you live in the Falklands Islands, the complaints process is as follows:

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 steps below, along with the relevant contact details for each step.

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:

ROGER RICH & CO. Quote Scheme Code: A01186

2a Marston House, Cromwell Park, Chipping Norton, Oxfordshire. OX7 5SR.

Tel: +44 (0)1608 641 351 Fax: +44 (0)1608 641 176 Email: <u>claims@rogerrich.co.uk</u>

Step 2:

If you remain dissatisfied after ASUA or Roger Rich & Co. has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

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).

 $\label{lem:email:complaint.info@financial-ombudsman.org.uk} Email: complaint.info@financial-ombudsman.org.uk$

Website: www.financial-ombudsman.org.uk

If you live in Gibraltar, the complaints process is as follows:

Any complaint which does not relate to a claim should in the first instance be directed 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:

ROGER RICH & CO. Quote Scheme Code: A01186

2a Marston House, Cromwell Park, Chipping Norton, Oxfordshire. OX7 5SR.

Tel: +44 (0)1608 641 351 Fax: +44 (0)1608 641 176 Email: claims@rogerrich.co.uk

ASUA or Roger Rich & Co. (as appropriate) will acknowledge **your** complaint in writing within five business days

ASUA or Roger Rich & Co. (as appropriate) will aim to provide **you** with its decision on **your** complaint, in writing, within eight weeks of the complaint being made.

Should **you** remain dissatisfied with the decision on **your** complaint or if **you** have not received a final response within eight weeks of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services Ombudsman in the **United Kingdom**. The contact details are as follows:

The Financial Ombudsman Service

Exchange Tower. London. E14 9SR. United Kingdom

Telephone: +44 20 7964 0500 or +44 7964 1000 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The complaints handling arrangements above are without prejudice to your rights in law.

If you live in Jersey or Guernsey, the complaints process is as follows:

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:

ROGER RICH & CO. Quote Scheme Code: A01186

2a Marston House, Cromwell Park, Chipping Norton, Oxfordshire. OX7 5SR.

Tel: +44 (0)1608 641 351 Fax: +44 (0)1608 641 176 Email: claims@rogerrich.co.uk

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **ASUA** or Roger Rich & Co (as appropriate) **you** may refer the complaint to 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 the Channel Islands Financial Ombudsman (CIFO). The contact information is:

Channel Islands Financial Ombudsman P O Box 114, Jersey, Channel Islands. JE4 9QG Email: enquiries@ci-fo.org Website: <u>www.ci-fo.org</u>

Jersey local phone: 01534 748610 Guernsey local phone: 01481 722218

If you live in the Isle of Man, the complaints process is as follows:

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:

ROGER RICH & CO. Quote Scheme Code: A01186

2a Marston House, Cromwell Park, Chipping Norton, Oxfordshire. OX7 5SR.

Tel: +44 (0)1608 641 351 Fax: +44 (0)1608 641 176 Email: claims@rogerrich.co.uk

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **ASUA** or Roger Rich & Co (as appropriate) **you** may refer the complaint to 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 the Financial Services Ombudsman Scheme for the Isle of Man. The contact information is:

Financial Services Ombudsman Scheme

Thie Slieau Wallian. Foxdale Road, St John's, Isle of Man. IM4 3AS

Tel: +44 (0) 1624 686500 Fax: +44 (0) 1624 686504

Email: ombudsman@iomoft.gov.im

Website: https://www.gov.im/oft/ombudsman/

General Definitions

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

Assistance Company means: Mayday Assistance.

<u>Active war</u> 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

<u>Baggage</u> 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 General Exclusions and Exclusions in Sections 2 & 8 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.

<u>Canopius Managing Agents Limited</u> means: Canopius Managing Agents Limited, registered office: Floor 29, 22 Bishopsgate, London. EC2N 4BQ 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.

Claim Administrator means: Roger Rich & Co.

<u>Close relative</u> 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.

<u>Curtailment / Curtail / Curtailed</u> 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.

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

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

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

Home means: **your** normal place of residence in the **United Kingdom**.

<u>Home area</u> 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.

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

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

<u>Irrecoverable sums</u> 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.

<u>Loss of limb</u> 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.

<u>Medical practitioner</u> 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.

<u>Nuclear risks</u> 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.

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

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

<u>Period of insurance</u> 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.

<u>Period of Cover</u> means: The period shown in your insurance schedule.

<u>Permanent total disablement</u> 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.

<u>Personal money</u> 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.

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

Redundant/Redundancy means: When an **insured person** has been informed by their employer that they are being dismissed by reason of redundancy where the dismissal is wholly or mainly attributable to the fact that;

- the employer ceases to carry on the business in which the employee was employed;
- the employer ceases to carry on that business in the place where the employee was employed;
- the needs of the business for employees to carry out work of a particular kind cease or diminish; or
- the needs of the business for employees to carry out work of a particular kind in the place where the employee was employed cease or diminish

<u>Return journey</u> 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 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
- b) the fixed storage units of a locked motorised or towed caravan
- c) a locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

<u>Ski equipment</u> 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

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

<u>Terrorism</u> 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.

<u>Ticket costs</u> 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.

<u>Transport provider</u> means: Airline companies, rail operators, coach operators, ferry and cruise operators.

<u>Trip</u> 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**.

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

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

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

<u>Valuables</u> 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:

- 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, which is managed by Canopius Managing Agents Limited.

<u>Winter sports</u> 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/Yourself: You, the company, club, school or organisation described as the policyholder in your insurance schedule.