

TRAVEL INSURANCE GUIDE AND POLICY WORDING

VERSION 09/2015



Your Snowcard Insurance Policy

YOUR DEMANDS AND NEEDS

This policy is intended for persons travelling on recreational activity holidays. Your demands and needs are those of a traveller requiring emergency medical, rescue and repatriation cover. You may also wish to insure your personal belongings and/or certain travel contingencies such as cancellation, delay or missed departure. It covers many eventualities but not necessarily all risks you may encounter.

Thanks to the loyal support of our valued clients over the years Snowcard is now established as one of the leading specialist activity travel insurance providers.

Travel Insurance has often been trivialised and its importance should never be under estimated. Of all of the kit you buy for your chosen activity, your travel insurance should be looked at as one of the most important items.

Thank you for continuing to support our scheme, which exists to support your needs.

Jadson Lusiell

Russell Dadson ACII, Director

Snowcard Insurance Services Ltd

308-314 London Road Hadleigh Essex SS7 2DD

Telephone: 01702 427273 Email: assistance@snowcard.co.uk

www.snowcard.co.uk

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YOUR ACTIVITY INSURANCE

All insurance policies contain restrictions and exclusions which you should be aware of. It is important that you read this policy carefully because it is the basis upon which Ageas Insurance Ltd settles any claim. Please make sure that the cover meets your needs and that you have read the important information regarding pre-existing medical conditions on page 7. If you need more advice, please contact Snowcard Insurance Services Ltd on 01702 427273, or email assistance@snowcard.co.uk

Snowcard Insurance is designed to cover many events that may happen, but we cannot cover all expenses and possibilities.

Snowcard Insurance Services Ltd is an appointed representative of Campbell Irvine Ltd who are authorised and regulated by the Financial Conduct Authority.



Contract of travel insurance IMPORTANT INFORMATION

PLEASE READ ALL OF THIS POLICY CAREFULLY, ESPECIALLY THE IMPORTANT INFORMATION REGARDING PRE-EXISTING MEDICAL CONDITIONS ON PAGE 7

You must meet the conditions or your claim will not be accepted. This policy will not cover you for all eventualities.

LIMIT OF COVER

Each section of the personal insurance cover shows the most you can claim, but other limits may apply. For example, under the Personal Belongings section, the overall limit is stated on the insurance schedule but there is a limit of £350 for any single item and a total limit of £350 for all valuables. The limits of cover apply to each individual person and each insured trip separately. We will work out how much we will pay you for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them. The limits of cover apply to each trip separately.

LOOKING AFTER YOUR BELONGINGS

Many claims for loss or theft are caused by people being careless with their belongings.

BALCONY EXCLUSION

We will not cover any claim related to you falling as a result of you climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and you jumping from any height (unless in an attempt to save someone's life).

ALCOHOL AND DRUG EXCLUSION

We will not cover any claim as a result of;

- a. the effect of your alcohol, solvent or drug dependency or long term abuse
- b. You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

DANGEROUS ACTIVITIES

If you are going to take part in any activity which may be considered dangerous, please read the activities list (see www.snowcard.co.uk) to make sure your activity can be covered. If your activity is not mentioned please contact Snowcard Insurance Services Ltd to confirm whether or not you can be covered.

PREMIUM REFUND

If you are not satisfied with this policy and have not taken a trip protected by the cover provided and have not made a claim against the policy and; there has been no incident likely to give rise to a claim (such as the cancellation of a booked trip), you can cancel this policy within 14 days from the date you receive the policy wording and policy schedule. We will then refund your premium in full (less Snowcard's cancellation administration charge). We will not refund your premium after the 14 day period. If you have a single trip policy, we will only refund your premium if the period from the date we issued the policy until your scheduled return



date home is greater than 28 days. For both single trip and annual multi trip no refund of premium will be available after the 14 days. If you want to cancel your policy please contact Snowcard Insurance. We or anyone we authorise have the right to cancel this policy at any time by sending you fourteen days' notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for you and we will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point
 of purchase which may result in the risk no
 longer being acceptable to us.
- Where we suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means we no longer wish to provide cover.

As long as you have not made a claim, we will refund you for the time that was left on your policy. If any claim has been made during the period of cover provided, you must pay the full premium and you will not be entitled to any refund.

EXCESSES

We will take off an excess (as stated on the insurance schedule) from each claim you make, per insured person, under certain sections of this insurance policy, unless you have paid the additional premium to remove the policy excess. The amount you will have to pay towards a claim is shown under each section. Please note that if you pay an additional premium to reduce or remove the excess, this does not apply to the Personal Liability section, where the excess shown will continue to apply. If we agree to a medical expenses claim which has been reduced because you have used an EHIC, or private health insurance, or through a reciprocal health agreement, you will not have to pay the excess under that section.

MAKING A CLAIM

To help us deal with your claim quickly and efficiently, please read the claims procedure on page 17 of the general conditions. This explains what documents you will need to support your claim. You must collect some of the proof you need, for example a police report, while you are away from home. The general condition on page 17 explain when you will need this kind of proof.

GEOGRAPHICAL LIMITS

EUROPEAN REGION – covers the UK, Europe including Scandinavia and countries west of the Ural Mountains. Also, Turkey, Egypt, Tunisia and Morocco and countries bordering the Mediterranean including the Canaries and the Azores.

WORLDWIDE excluding USA, Canada and the Caribbean – covers all other countries in the world.

WORLDWIDE including USA, Canada and Caribbean - all countries in the world including the United States of America, Canada and the Caribbean. We do not offer expedition cover to either the North or South Poles. All other expeditions to remote regions are subject to individual quotes and require a full detailed submission of the expedition itinerary before the risk is accepted. Please email your expedition itinerary including guiding arrangements, your experience, emergency provisions and expedition objectives to enquiries@snowcard.co.uk

WHAT TO DO IN A MEDICAL EMERGENCY

In a medical emergency, contact Assistance International for help. Please read the back of this policy for details and refer to your Snowcard assistance card, which shows the 24 hour emergency help telephone number to call from abroad.

LOSS PREVENTION ADVICE

Although the full claims procedure is detailed on page 17 please note the following points:

- 01. In the event of loss or theft, report the event to the police or an appropriate authority within 24 hours and obtain a report. Failure to do so can prejudice a claim.
- 02. If baggage is damaged or delayed in transit, obtain a loss report from the baggage handlers BEFORE leaving the airport.
- 03. If you carry outsize baggage like bikes, skis, golf clubs etc, check for damage before leaving the airport, it is almost impossible obtaining a damage report once you are home which may mean you will not be able to make a claim.
- 04. If you self elect to cut short your holiday without obtaining a medical report or authorisation from your insurer, you may not be covered for curtailment costs. Always obtain agreement prior to coming home early.
- 05. Keep all receipts for medical and other expenses. Also keep you travel tickets and any other documents relating to your holiday, they may be required in the event of a claim.
- **06**. Do not leave valuables, money, cameras, electrical equipment etc unattended or in a car or tent. They will not be covered.
- 07. Ensure when you leave for home you pack your bags and do not leave personal effects behind. Simply forgetting to bring home your belongings is not covered.
- 08. Your insurance will only cover genuine accidental loss or damage and not wear and tear, negligent or deliberate acts. Abuse of travel insurance is a big problem for insurers so keeping your claims to genuine losses will help keep premiums at a realistic level.

YOUR INSURERS AND CUSTOMER SERVICE

YOUR INSURERS

This policy is underwritten by Ageas Insurance Ltd, except in relation to the Travel Legal Guard cover which is underwritten by DAS Legal Expenses Insurance Company Ltd. Claims are dealt with by Ageas Insurance Ltd. except in relation to claims for Travel Legal Guard which are dealt with by DAS Legal Expenses Insurance Company Ltd. The legal advice service is provided by DAS Law Ltd and/ or a preferred law firm on behalf of DAS. Ageas Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 354568. Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority

and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited, Head and registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: www.das.co.uk. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).



FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 0207 741 4100.

WHAT TO DO IF YOU HAVE A COMPLAINT

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

> Customer Services Advisor Ageas Insurance Ltd Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire, SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.
- We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

If you feel you have any cause for complaint regarding the sales literature, the way in which your policy was sold to you, medical screening or regarding the information and advice about your policy, please contact:

Snowcard Insurance Services Ltd Lower Boddington Daventry Northamptonshire, NN11 6XZ

They will review your complaint and do their best to address your concerns. If the matter is not resolved to your satisfaction you can write to the Financial Ombudsman service and further information about this can be found below.

If your complaint is concerning the Travel Legal Guard section, please contact DAS Legal Expenses Insurance Company Limited direct at;

> Customer Relations Department DAS Legal Expenses Insurance Company Ltd DAS House, Quay Side Temple Back Bristol, BS1 6NH

Alternatively, you can email them at customerrelations@das.co.uk

They will review your complaint and do their best to address your concerns. If the matter is not resolved to your satisfaction you can write to the Financial Ombudsman service and further information about this can be found below.

CONTACT THE FINANCIAL OMBUDSMAN SERVICE

If the appropriate party above cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service. You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with the final response, or if the appropriate party have not issued their final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

> Financial Ombudsman Service Exchange Tower London, E14 9SR

Using this complaints procedure will not affect your legal rights.

You can get more information from the Financial Ombudsman Service at www.finanical-ombudsman. org.uk



Definitions

Wherever the following words and phrases appear in this policy they will always have the meanings shown below.

PERIOD OF INSURANCE:

Other than for annual multi-trip insurance, insurance cancellation cover (if shown on your insurance schedule) starts on the date of issue shown on your Insurance Schedule. All other cover begins when you leave home to go on your trip and lasts until you return home, as long as that is within the period of insurance paid for.

For annual multi-trip insurance, cancellation cover (if shown on your insurance schedule) starts when you book each trip or on the start date shown on your Insurance Schedule, if this is later. Cover under all other sections of the policy begins when you leave home to go on your trip and ends when you return home from that trip.

The insurance is only valid if you have insured the whole duration of each individual trip, as show on your policy schedule. This means that you would not be covered for any part of a trip which is longer than the insured trip duration shown on your policy schedule.

The start and finish dates of the trip must fall within the 12 month period of insurance.

For trips booked during the 12-month period and that start after the end of the 12-month period, we will provide cancellation cover until the policy ends.

Trips in the United Kingdom are only covered when there is at least one night's accommodation which you have booked and paid for in advance.

EXTENSION:

We will extend the period of insurance by up to 30 days at no extra cost if you have to stay away longer because of events which you have no control over. If the transport which you are on is hijacked, we will automatically provide worldwide cover and the period of insurance will continue for up to 12 months without extra charge.

WE, OUR, US:

Ageas Insurance Limited and the other insurers shown on page 5.

YOU, YOUR:

Each insured person named on the travel insurance schedule for whom the correct premium has been paid.

HOME:

The address where you live in the United Kingdom.

BOOKED SCHEDULED TRANSPORT:

The following regular scheduled forms of transport: train, coach, bus, aircraft or sea vessel which run to a timetable and where you are a fare paying passenger, and pre booked taxis.

VALUABLES:

Jewellery, furs, gold and silver items, watches, binoculars and musical instruments.

TECHNO PACK:

Techno Pack is defined as any photographic, video, audio or electronic equipment including mp3 players, electronic games, tablet devices, computers (including lap top computers), and mobile phones other than clothing, footwear, baggage or valuables which are covered under the Personal Belongings heading. Avalanche transceivers, GPS units, dive computers and emergency satellite phones are covered under the Activity Equipment heading.

ACTIVITY EQUIPMENT:

Any equipment necessary for the pursuit of an insured activity including avalanche transceivers, GPS units, dive computers and emergency satellite phones other than clothing, footwear, baggage and valuables which are covered under the Personal Belongings section.

CLOSE RELATIVE:

Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, common law partner(defined as living together at the same address and including same sex relationships) or fiancé/fiancée.

BUSINESS ASSOCIATE:

Anyone who works at your place of business and who, if you were both away from work at the same time, would prevent the business from running properly.

ACCIDENTAL INJURY:

Bodily injury caused by accidental external violent and visual means. This does not include sickness or disease or any naturally occurring condition.

KIDNAP:

The taking away of a person against the person's will, usually to hold the person in false imprisonment (confinement without legal authority) for ransom or in furtherance of another crime.

HIJACK:

To illegally take control by force of an aircraft or sea vessel you are travelling in and divert it to a different destination.

PERMANENT TOTAL DISABILITY:

Total and permanent disability which medical evidence confirms will prevent you under taking paid work of any and every kind for the rest of your life.

UNATTENDED:

Where you are not in a position to prevent unauthorised interference with the theft or damage to your property

TRIP:

Your holiday or business trip that starts and finishes from your home address in the United Kingdom. The start and finish dates of the trip must fall within the period of insurance.

UNITED KINGDOM:

Great Britain and Northern Ireland, Channel Islands and the Isle of Man.

EXCESS:

The amount(s) you will have to pay towards any claim. This applies to each section claimed under (if applicable), per insured person, per insured incident.



Important information regarding pre-existing medical conditions

Snowcard Insurance will provide cover for new injuries or illnesses which occur during the period of insurance.

It will only provide cover for pre-existing medical conditions that you knew about before booking your insurance or your trip as long as none of the following apply to you and/or anyone you are buying insurance for.

- You have a medical condition which has required a change or increase in medication in the last 12 months or which necessitates a consultation with a medical practitioner or hospital consultant more than once a year.
- You have a cardiac or respiratory condition for which you take more than 2 prescribed medications.
- You are aware of symptoms and you are awaiting diagnosis for any medical condition
- You are on a waiting list for or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home (other than for pregnancy).
- You have been admitted to hospital overnight or received treatment as a day patient in the last 6 months following an Accidental Injury.
- You have been admitted to hospital overnight or received treatment as a day patient in the last 5 years for any medical condition or symptoms.
- A medical practitioner has advised you against travel, or you are taking part in any activities against the advice of a medical practitioner or hospital consultant.
- You are travelling for the purpose of receiving medical treatment, surgery or medical investigations.
- You have received a terminal prognosis.

If any of the above do apply to you and/or anyone you are buying insurance for, this policy will not provide cover for any claims arising directly or indirectly from that pre-existing medical condition.



Medical, repatriation and other expenses WHAT YOU ARE COVERED FOR (APPLICABLE TO ALL POLICIES)

MEDICAL, REPATRIATION AND OTHER EXPENSES; UP TO £10 MILLION

You will be covered for the following expenses caused by your becoming ill, being injured or dying during the period of insurance, as long as the expenses are necessary:

01. a. Medical: expenses you would have to pay outside the United Kingdom and the country where you normally live with in 12 months of the start of your illness or injury for medical, surgical and hospital charges, emergency dental treatment (for pain relief), decompression treatment, ambulance (including return to holiday accommodation by ambulance or taxi if no other means of transport is available), nursing homes and nursing;

- **b.** Repatriation: the extra cost of returning to your home;
- c. extra additional accommodation (room only) expenses;
- extra travel and accommodation (room only) expenses for one person who either has to stay with you or has to travel from the British Isles to escort you home if you are seriously ill or injured;
- e. the extra cost of funeral expenses abroad or of bringing your body or ashes home;
- 02. You will be covered for extra travel expenses which are reasonable and necessary if you have to return home early because a close relative or business associate is seriously ill, injured or dies during the period of insurance.
- 03. Physiotherapy and dental treatment: if you suffer an accidental injury while you are on your trip as a direct result of an insured accident you can claim up to £500 in total for physiotherapy or dental treatment in the United Kingdom.
- 04. Early return home: if you suffer a minor injury while you are on your trip and you are unable to reasonably continue with your holiday but do not require repatriation on the advice of a medical practitioner, you can claim up to £250 towards travel costs to return home early, providing you have prebooked travel which you are unable to amend.
- **05.** Car hire return: if you are injured or ill and you are not medically fit to drive your hire car and no other person travelling with you is able to drive the car under the hire agreement, you can claim up to £250 towards any costs you incur from the car hire company in returning the hire car to its designated return point.
- 06. Search and Rescue expenses: search and rescue expenses which are necessary, including by helicopter, up to £100,000 if one of the following occurs during the period of insurance;



- a. You are injured, fall ill or die.
- b. Weather or safety conditions are such that it becomes necessary for the rescue or police authorities or your professional guide to instigate a search and rescue operation to prevent injury or illness or further danger to human life.

SKI PACK (LESSONS, HIRE, LIFT PASS), DIVE PACK (PRE-BOOKED DIVES, COURSES AND HIRE), GOLF PACK (LESSONS, GREEN FEES), ACTIVITY PACK (LESSONS, COURSES AND HIRE); UP TO £300

If you fall ill or are injured during the period of insurance, you will be covered for the costs of the part of the ski/dive/golf/activity pack that you are not able to use.

HOSPITAL BENEFIT; UP TO £1000

If you fall ill or are injured during the period of insurance you will receive £20 for each full 24 hours that you spend as an in-patient in a hospital outside the United Kingdom and the country where you normally live. Note: Any amount you receive under this section will be on top of any amount that you receive under the Medical & Other Expenses section. You can use this cover to help pay for out-ofpocket expenses such as taxi fares and phone calls paid for by you or someone travelling with you while you are in hospital.

PERSONAL ACCIDENT; UP TO £25,000

If during the period of insurance you are accidentally injured and lose your sight, lose a limb, suffer permanent total disability or die within 12 months, only as a result of the accident, you can claim one of the following amounts:

01. Death £5,000

02. Loss of one or more limbs £25,000. Loss of one or more limbs at or above the wrist or ankle, or permanent loss of all sight in one or both eyes £25,000

NOTE: For children under 18 years of age the death benefit is limited to £1,000. For people aged 65 or over, cover is limited to 01) and 02) only. Death or injury as a result of terrorism is limited to £5000 under sections 01), 02) and 03).

PERSONAL LIABILITY; UP TO £2 MILLION

If you accidentally injure someone or damage someone else's property during the period of insurance, you will be covered for your legal liability:

- **01.** to people who do not work for you or with you and who are not your travelling companions or a close relative; and
- **02.** for accidental damage to property which is not owned or being looked after by you or a close relative.

For accidental damage to rented holiday accommodation, we will pay up to £100,000 for a single incident which you are legally responsible for. This cover includes legal expenses which you have paid with our permission.

Medical, repatriation and other expenses WHAT YOU ARE NOT COVERED FOR

As well as the general conditions on pages 17-18, the following exclusions and conditions apply:

- **01.** You are not covered for claims arising directly or indirectly by:
 - a. activities other than those for which the appropriate premium has been paid, riding or driving in any kind of race, flying except if you are travelling as a passenger in a fully licensed passenger carrying aircraft, or any other dangerous activity;
 - knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life);
 - c. your taking part in manual work in connection with profession, business or trade;
 - d. your suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs;
 - e. your motorcycling, as either driver or passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc;
- 02. You are not covered for treatment or surgery which our medical advisers and the doctor treating you believe is not essential or could wait until your return home.
- **03.** You are not covered for extra costs for single-room or private accommodation.
- 04. You are not covered for any treatment you receive after you have returned home other than that specified under 'What you are covered for', condition 3 on page 8.
- **05**. You are not covered for treatment or surgery whilst on your trip where the requirement for this was known prior to your travelling.
- 06. You are not covered for any sums which can be recovered by you and which are covered under any National Insurance Scheme or Reciprocal Health Agreement.
- 07. We will not cover any claim related to you falling as a result of you climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and you jumping from any height (unless in an attempt to save someone's life).
- 08. We will not cover any claim as a result of;
 - a. the effect of your alcohol, solvent or drug dependency or long term abuse
 - b. you being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

09. We will not pay the excess amount (as shown on your insurance schedule) of every claim made for each of you unless your claim has been reduced because you have used a European Health Insurance Card or private health insurance. (Only applicable to medical, repatriation and others expenses).

CONDITIONS

- 01. If you go into hospital and are likely to be in for more than 48 hours, or you have to return home early, someone must contact Assistance International for you immediately.
- 02. You must not arrange to be taken home without our permission. Our medical advisers will consult the doctors treating you to decide whether it is necessary.
- **03**. We may instruct you to return if our medical advisers and the doctors treating you decide that you are fit to travel.
- 04. If we pay for your additional travel arrangements to return to the United Kingdom, we will not also pay for your unused travel.

ADDITIONAL EXCLUSIONS FOR PERSONAL ACCIDENT

01. You are not covered under this section for any claim if:

- a. it was caused by medical or surgical treatment, unless it was necessary after the accident; or
- b. at the time of the accident, you were under the influence of alcohol or drugs, unless the drugs were prescribed by and taken on the instructions of a doctor, except to treat drug addiction.
- 02. You are not covered if the accident was caused by a medical condition that existed before your holiday.

ADDITIONAL EXCLUSIONS FOR PERSONAL LIABILITY

- 01. This section does not cover liability caused directly or indirectly by your owning or using any aircraft, motorised vehicle, boat (other than sailing dinghies, canoes, sailboards and surfboards) or any form of motorised leisure equipment.
- 02. This section does not cover employer's liability or liability caused by your carrying out contracts, supplying goods and services, or doing your job.
- **03.** You will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.
- **04.** The first £250 of every claim to do with rented holiday accommodation will not be paid.

ADDITIONAL CONDITIONS FOR PHYSIOTHERAPY AND DENTAL TREATMENT:

- **01.** Treatment is subject to your having been involved in an insured accident for which the insurers agree to cover the expenses.
- 02. You must obtain a letter from your GP confirming that the treatment is necessary as a result of the insured accident.

ADDITIONAL CONDITIONS FOR EARLY RETURN HOME:

- 01. Arrangements for any early return home must be notified to and agreed by Assistance International who may be able to help make the arrangements on your behalf.
- 02. Your claim must be supported by a doctors letter confirming your injury prevents you from reasonably continuing with your planned holiday activities.
- 03. If you claim under this section of the policy, you cannot also claim under the Cancellation and cutting short your trip section. This cover only applies to the person who has the injury. This cover will end 48 hours before your scheduled return to your home.

ADDITIONAL CONDITIONS FOR CAR HIRE RETURN:

You must be able to provide receipts from the car hire company for the additional expenses incurred.

ADDITIONAL CONDITIONS FOR SEARCH AND RESCUE EXPENSES:

- **01.** Expenses are only payable for your proportion of a search and rescue operation.
- **02.** You must comply at all times with local safety advice and adhere to the recommendations prevalent at the time.
- 03. You must not knowingly endanger either your own life or those in your party if your experience or skill levels fall below those required to participate in your activity, particularly when you are not with a professionally qualified guide or instructor.
- 04. Costs will only be covered up to the point where you are recovered by Search and Rescue or at the time where the Search and Rescue authorities advise that continuing the search is no longer viable.



Personal belongings and equipment WHAT YOU ARE COVERED FOR (IF SHOWN ON INSURANCE SCHEDULE)

PERSONAL BELONGINGS; UP TO THE AMOUNT SHOWN ON THE INSURANCE SCHEDULE

If you accidentally lose your personal belongings, or if they are stolen or damaged, you can claim up to the amount shown on your insurance schedule to replace or repair them. We will take an amount off for wear and tear and loss of value. There is a limit of £350 for one item, pair or set. The overall limit for valuables is £350.

Snow sports, activity, dive and golf equipment is covered separately, see below.

TECHNO PACK; UP TO THE AMOUNT SHOWN ON THE INSURANCE SCHEDULE

Subject to the appropriate premium having been paid you will be covered for the replacement cost (after allowing for wear, tear and loss of value) of your photographic equipment, mp3 player, video game player, lap top computer, mobile phone if it is lost, stolen or damaged.

NOTE: Techno Pack is defined as any photographic or electronic equipment other than clothing, footwear, baggage or valuables which are covered under the Personal Belongings heading. Avalanche transceivers, GPS units, dive computers and emergency satellite phones are covered under the Activity Equipment heading.

SNOWSPORT/ACTIVITY/DIVE/GOLF EQUIPMENT; UP TO THE AMOUNT SHOWN ON THE INSURANCE SCHEDULE

Subject to the appropriate premium having been paid you will be covered for the replacement cost (after allowing for wear, tear and loss of value) of your snowsport equipment (snowboard or skis including bindings, boots and poles), activity equipment, dive or golf equipment if it is lost, stolen or damaged. The total limit for hired equipment which is lost, stolen or damaged is £500.

NOTE: Activity Equipment is defined as any equipment necessary for the pursuit of an insured activity other than clothing, footwear, baggage and valuables which are covered under the Personal Belongings heading. Ski Lift Passes are included in the cover provided by the Money and Documents Section.

EQUIPMENT HIRE; UP TO £500

If your own snowsport, activity equipment, dive or golf equipment is lost, stolen or damaged, you will be covered for the cost of hiring ski or activity equipment up to ± 50 a day.

TEMPORARY LOSS OF PERSONAL BELONGINGS; UP TO £250

If your personal belongings are temporarily lost for more than 12 hours on your outward journey, you can claim up to ± 250 for the things you need to buy.

MONEY AND DOCUMENTS; UP TO £500

We will repay you if you lose any of the following or they are stolen: your bank notes, coins, traveller's cheques, travel tickets, admission tickets, meal vouchers, ski lift pass and passports (residual value only). There is a limit for cash of £300 for each adult and £50 for each child under 16. This cover starts from the time you get the money or documents or 72 hours before you leave home to go on your trip, whichever is the later.

LOSS OF PASSPORT; UP TO £500

You will be covered for all necessary extra travel and accommodation (room only) expenses incurred as a result of having to travel to obtain a replacement passport if it is lost or stolen during the period of insurance. This would also include the cost of the emergency replacement or temporary passport or visa obtained outside the United Kingdom.



Personal belongings and equipment

WHAT YOU ARE NOT COVERED FOR

As well as the general conditions on pages 17-18, the following exclusions and conditions apply:

- **01. a. i.** Loss of, theft of or damage to your personal belongings and equipment during your outward or return journey if you do not get a written 'carrier's report', or a 'property irregularity report'. If you cannot report the loss, theft or damage to the carrier or handling agent straight away, you must do so in writing within seven days.
 - ii. Loss or theft of your personal belongings, techno pack, equipment, money, documents and passport at any other time if you do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them.

NOTE: If you cannot report the loss or damage to the airline straight away, you must do so in writing within seven days. If you cannot obtain a police report because of location or language problems, report your loss to your tour operator, hotelmanager or other authority and obtain their written notification of the nature of your loss.

- b. Breakage of or damage to fragile articles, (unless the breakage or damage is caused by a malicious or criminal act) and any other loss or damage caused by the breakage.
- c. Loss or damage caused by delay, wear and tear, moth, vermin, weather and atmospheric conditions or mechanical failure.
- Loss or theft of or damage to contact or corneal lenses, unset precious stones, securities, deeds, documents or property held for business purposes.
- e. Loss or theft of or damage to valuables if you leave them in baggage which is checked in to the carrier.
- f. Loss or theft of or damage to valuables you are not carrying with you unless you have kept them in locked accommodation, a safe, or a safety deposit box.
- g. There is no cover for personal belongings left in an unattended vehicle overnight except overnight stops on outward or return journeys. It should be noted that a car parked next to a tent in which you are sleeping is not deemed unattended.
- 02. We will not pay the excess amount (as shown on your insurance schedule) of every claim made for each of you (not applicable to equipment hire, temporary loss of belongings and loss of passport).

CONDITIONS

- **01.** You must take proper care of your belongings and act as if you did not have this insurance.
- 02. If your claim involves a pair or set (other than skis or golf clubs), we will only pay the value of the part of the pair or set which is lost, stolen or damaged.
- **03.** You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.
- 04. You are not covered for claims for which you receive compensation from someone else.

ADDITIONAL EXCLUSIONS FOR EQUIPMENT

- **01.** a. Loss or damage to snowsport or activity equipment whilst being used for racing, race training or competition.
 - b. Loss or theft of snowsport, activity, dive or golf equipment you are not carrying with you unless you have kept it in locked accommodation or the locked boot of a car or protected it by using a recommended locking device secured to an immovable object (this exclusion does not apply to skis left unattended during the daytime for the purpose of obtaining refreshments).
 - c. There is no cover for snowsport, activity, dive or golf equipment left in an unattended vehicle overnight except overnight stops on outward or return journeys. It should be noted that a car parked next to a tent in which you are sleeping is not deemed unattended.
 - Damage to mountain bikes, canoes and kayaks when in use including cracking, scratching or denting.

ADDITIONAL CONDITIONS FOR TEMPORARY LOSS

- 01. As well as getting an authorised 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items.
- **02**. If your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount paid for temporary loss.

ADDITIONAL EXCLUSIONS FOR MONEY AND DOCUMENT LOSS

- 01. Loss of value or shortages caused by mistake;
- 02. Money left in baggage which you have checked in to the carrier or which you do not keep with you, unless it is in locked accommodation, a safety deposit box or a safe.

ADDITIONAL EXCLUSIONS FOR LOSS OF PASSPORT

You are not covered for any expenses arising after you have returned to the United Kingdom or Channel Islands.

ADDITIONAL EXCLUSIONS FOR TECHNO PACK

- **01. a.** Loss or damage to techno equipment whilst being used during an activity unless the equipment was designed for the intended purpose.
 - b. Loss or theft of techno equipment you are not carrying with you unless you have kept it in locked accommodation or the locked boot of a car.
 - c. There is no cover for techno equipment left in an unattended vehicle overnight.
 - Loss or theft of or damage to techno equipment if you leave it in baggage which is checked in to the carrier.
 - Breakage or damage of techno equipment not used in accordance with the manufacturer's instructions.
 - Loss or damage of data, photographic images, sim cards, storage media, recording tapes or memory cards.



If your trip is cancelled or cut short WHAT YOU ARE COVERED FOR (IF SHOWN ON INSURANCE SCHEDULE)

IF YOUR TRIP IS CANCELLED; UP TO THE AMOUNT SHOWN ON THE INSURANCE SCHEDULE

We will repay you for your proportion of expenses you have paid or legally have to pay for your unused travel and accommodation and fees for instruction/ guiding or courses/tours forming part of your trip which you do not use if you have no choice but to cancel the trip as a result of one of the following commencing during the period of insurance:

- 01. Your death, injury or illness or that of your travelling companion (not including a tour leader or someone you have paid to provide any part of your trip), the person you are going to stay with, a close relative or business associate.
- 02. You or your travelling companion being required by the police to stay at home as a result of burglary, or serious damage by fire, explosion, subsidence, storm flooding, vandalism, fallen tree or impact by aircraft or vehicle to your or their home or usual place of business in the United Kingdom.
- 03. You or your travelling companion being required for jury service or as a witness in a court of law in the United Kingdom as long as you became aware of the commitment after taking out this policy or booking the trip (whichever is later).
- 04. You being made involuntarily redundant if you are under 65 and have 2 years' continuous employment with the same employer.

NOTE: For single-trip cover, cancellation insurance starts on the date of issue shown on your insurance schedule. For annual multi-trip cover, each trip is covered when you book it or on the start date shown on your insurance schedule, whichever is later.

IF YOUR TRIP IS CUT SHORT; UP TO THE AMOUNT SHOWN ON THE INSURANCE SCHEDULE

You will be covered for your proportion of expenses you have paid or legally have to pay for travel and accommodation and fees for instruction/guiding or courses/tours forming part of your trip which you do not use if you have no choice but to cut short the trip and you return home for one of the reasons given below.

- **01.** One of the following people is injured, falls ill or dies:
 - a. you or the person you had arranged to travel or stay with;
 - b. a close relative; or
 - c. a business associate.

02.Your home is damaged and not fit to live in, or the police ask you to return because your home has been burgled.

DELAY; UP TO £250 (THE AMOUNT SHOWN ON THE INSURANCE SCHEDULE FOR CANCELLATION)

If the transport on which you are booked as a passenger for your outward or return journey is delayed or cancelled due to one of the following reasons: Storm, Flood, Industrial action, Bad weather, Mechanical breakdown of train or sea vessel, Grounding of the aircraft due to a mechanical or structural defect, you will receive one of the following.

- O1. Compensation of £25 for each full 12- hour period that you are delayed, up to a limit of £250. We will work out the length of the delay based on the difference between your scheduled time of arrival and your actual arrival time at your final destination.
- 02. Your cancellation charges (up to the amount shown on the insurance schedule and subject to the excess shown on the insurance schedule) if, after a 12 hour delay to the departure of your outward journey from the United Kingdom, you decide to cancel the trip.

MISSED DEPARTURE (EXTRA TRAVEL AND

ACCOMMODATION EXPENSES); UP TO £1000 If one of the following takes place during the period of insurance you will be covered for the cost of reasonable extra accommodation and travel expenses to allow you to carry on with your trip if you arrive at your international or final departure and you are unable to board your booked scheduled transport:

- labour dispute or protest, civil disturbance, mechanical breakdown or bad weather which interrupts your scheduled public transport services including booked connecting flights.
- 02. an accident or breakdown involving the car taking you to your United Kingdom departure point.
- 03. avalanche or danger preventing exit from a ski resort which delays departure for your return home.
- 04. the insolvency or placing into receivership of the scheduled airline you are booked to travel home with preventing your scheduled flight from operating. (This cover does not apply to United Kingdom departures or where it is public knowledge that your booked airline had ceased operating before you left home)

KIDNAP AND HIJACK COVER:

If during the period of insurance you are kidnapped or your scheduled transport is hijacked and you are detained against your will for a period of more than 24 hours you can claim £500 for each 24 hour period you are detained up to £5,000 in total.

CATASTROPHE COVER UP TO £500

If during the period of insurance you are prevented from using your accommodation because of fire, flood, earthquake, you will be covered for the reasonable extra cost of accommodation and travel, to move to other accommodation.

Applicable to Ski / Board policies only or annual Multi trip policies with wintersports cover.

PISTE CLOSURE; UP TO £500

Piste closure is only available for holidays starting after the 10th of December and ending before the 30th of April. If the weather prevents skiing at the resort you are booked into, you will be covered for the reasonable transport costs to take you to a different resort and for the cost of a lift pass there. If it is not possible to arrange transport to a different resort, you will receive £30 for each whole day's skiing lost.

As well as the general conditions on pages 17-18, the following exclusions and conditions apply:

EXCLUSIONS FOR PISTE CLOSURE

- **01.** You will not be covered for any amount you can get back from someone or somewhere else.
- 02. You will not be covered if you take out this insurance within 14 days of going on your trip, unless you booked the trip at the same time (or for annual cover, at the time of booking any trip).
- **03.** You will not be covered if the weather prevents ski racing, training or competition.
- 04. You will not be covered for holidays within the United Kingdom.

CONDITIONS FOR PISTE CLOSURE

- **01.** Cover will only apply for as long as there are poor snow conditions at your resort.
- 02. You must get written confirmation from the appropriate authority to confirm that the piste was closed or that it was not possible to travel to another resort.



If your trip is cancelled or cut short

WHAT YOU ARE NOT COVERED FOR

AS WELL AS THE GENERAL CONDITIONS ON PAGES 17-18, THE FOLLOWING EXCLUSIONS AND CONDITIONS APPLY:

EXCLUSIONS FOR CANCELLATION AND CUTTING SHORT A TRIP

- **01.** You travelling against medical advice or to get medical treatment.
- 02. Amounts you can get back from someone or somewhere else.
- Costs which have been paid for on behalf of a person who is not insured under this policy.
- 04. If, at the time of taking out this insurance (or booking the trip if this was later) your close relative, business associate or travel companion had a medical condition for which he or she:
- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.

05. We will not pay the excess amount (as shown on your insurance schedule) of every claim made for each of you (£10 for each of you for deposit only claims unless you have paid the additional premium to remove the policy excess).

ADDITIONAL EXCLUSIONS FOR CANCELLATION

01. You are not covered for:

- a. your deciding you no longer want to travel;
- b. labour disputes;
- c. government regulation, acts of parliament or currency restriction;
- d. your financial circumstances or unemployment other than redundancy (if you qualify for payment under the redundancy payment legislation, that is, you are under 65 and have 2 years' continuous employment with the same employer);
- e. the tour operator or anyone you have made travel or accommodation arrangements with failing to provide the arrangements.

f. If you fail to get a valid passport or other travel document you need.

CONDITIONS FOR CANCELLATION

- **01.** You must do all that you can to get to the airport, port or station you are leaving from on time.
- 02. If you do not tell the travel agent, tour operator or organisation providing transport and accommodation as soon as you need to cancel your trip, the amount we pay will be limited to the cancellation charges that would have applied at that time.

ADDITIONAL EXCLUSIONS FOR CUTTING SHORT A TRIP

01. You are not covered for:

- a. activities other than those for which the appropriate premium has been paid, riding or driving in any kind of race, flying except if you are travelling as a passenger in a fully licensed passenger carrying aircraft, or any other dangerous activity;
- knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life);
- c. your taking part in manual work in connection with profession, business or trade;
- d. your suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs;
- e. your motorcycling, as either driver or passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc.
- 02. We will not cover any claim related to you falling, climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, and you jumping from any height (unless in an attempt to save someone's life).
- 03. We will not cover any claim as a result of;
 - a. the effect of your alcohol, solvent or drug dependency or long term abuse
 - b. you being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).

CONDITIONS FOR CUTTING SHORT A TRIP

- 01. If you go into hospital and are likely to be in for more than 48 hours or you have to return home early, someone must contact Assistance International for you immediately.
- 02. Before you return home early for medical

reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel.

- 03. If you return home early because of illness or injury to a close relative or business associate, you must get a doctor's certificate confirming that this was necessary.
- 04. If we pay for your unused travel, we will not also make payment for your additional travel.

EXCLUSIONS FOR DELAY

01. You are not covered for:

- a. insurance taken out within 4 weeks of the date you are due to leave if it is public knowledge that the journey could be delayed;
- claims caused by the tour operator, or any other provider of transport and accommodation, who stops trading; or
- c. amounts you can get back from someone or somewhere else if you decide to cancel the trip.



EXCLUSIONS FOR MISSED DEPARTURE

- **01.** For claims in respect of the financial failure of your scheduled airline, you are not covered for:
 - a. any scheduled airline in Chapter 11 insolvency at the date of issue of the travel insurance policy or booking.
 - b. any scheduled airline who is bonded or insured elsewhere (even if the bond is insufficient to meet the claims).
 - any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked a scheduled flight.
 - d. your outbound flight from the United Kingdom.
 - any claim where it is public knowledge that your booked airline had ceased operating before you left home.

CONDITIONS FOR MISSED DEPARTURE

- **01.** You must do all you can to arrive at the airport, port or station you are leaving from on time.
- **02.** In the case of a labour dispute, you will only be covered if a dispute is announced and begins during the period of insurance.
- **03**. If you miss the departure because your car breaks down or you are involved in an accident, you must send us a repairer's or police accident report. If your missed departure was caused by an accident not involving the car you were travelling in, you must obtain written confirmation from the police that the accident resulted in traffic delays to your airport, port or station.

EXCLUSIONS FOR KIDNAP AND HIJACK COVER

- 01. You are not covered for your acts, which would be a criminal offence in the United Kingdom if committed in the United Kingdom.
- 02. You are not covered for claims where you are held for less than 24 hours.

CONDITIONS FOR KIDNAP AND HIJACK COVER

- **01.** Your company, you or your family must not be involved in any political or other activity which would increase the risk under this insurance.
- **02.** Following a hijack, compensation will start from the scheduled arrival time of your transport and will finish when you are released. You must provide written confirmation of this from your scheduled transport provider.
- 03. Following your kidnap, compensation will start from the time the kidnap is reported to the authorities and will finish when you are released. You must provide written confirmation of this from the relevant authorities.
- 04. You are not covered if you travelled against Foreign and Commonwealth Office advice or if you disregard safety or travel advice given by any government or other authority.

EXCLUSIONS FOR CATASTROPHE COVER

01. You are not covered for the following:

- a. Costs which may be refunded from someone or somewhere else;
- Costs which you would have had to pay during your trip if the problem had not occurred;
- c. Any claim where you do not produce a receipt for the costs you have incurred.

CONDITIONS FOR CATASTROPHE COVER

- 01. The accommodation that you move to must be near to the accommodation that you had originally booked and of a similar standard.
- 02. You must provide written confirmation from the police or the company you had booked the original accommodation with confirming that you were unable to use it and stating the reason.



Travel Legal Guard

Travel Legal Guard; up to £25,000

DEFINITIONS

The following definitions of words and terms apply to this section only.

APPOINTED REPRESENTATIVE

The preferred law firm, law firm or other suitably qualified person appointed by us to act on your behalf, subject to the DAS Standard Terms of Appointment.

COSTS AND EXPENSES

- All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment
- b. The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

COUNTRIES COVERED

As per the geographical area shown on your schedule of travel insurance.

DAS STANDARD TERMS OF APPOINTMENT

The terms, conditions and remuneration that an appointed representative must agree to prior to acting on your behalf, which includes a conditional fee agreement (no win, no fee) for certain types of claim.

DATE OF OCCURRENCE

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it).

PERIOD OF INSURANCE

The period for which we have agreed to cover you.

PREFERRED LAW FIRM

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

REASONABLE PROSPECTS

In all claims the prospects that you will recover losses or damages (or obtain any other legal remedy which we have agreed to), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. Reasonable prospects will be assessed by us or a preferred law firm on our behalf.

WE, US, OUR

DAS Legal Expenses Insurance Company Ltd.

YOU/YOUR

Each insured person named on the insurance schedule.

OUR AGREEMENT

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

- **01.** reasonable prospects exist for the duration of the claim; and
- 02. the date of occurrence of the insured incident is during the period of insurance; and
- **03.** any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered.
- 04. the insured incident happened within the countries covered.

Please do not ask for help from a lawyer or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

WHAT WE WILL PAY

We will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, up to the amount shown above, provided that:

- a. The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the amount shown above in this section
- b. The most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c. In respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist:
- d. For an enforcement of judgement to recover money and interest due to you after a successful claim under this policy, we must agree that reasonable prospects exist, and
- e. If an award of damages is likely to be less than the cost of pursuing a legal action, the most we will pay in costs and expenses is the value of the likely award.

WHAT WE WILL NOT PAY

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

LEGAL ADVICE SERVICE

We provide this service 24 hours a day, seven days a week during the period of insurance. All helplines apply to the UK unless otherwise stated. To help us check and improve our service standards, we record all calls. When phoning, please tell us your policy number or the name of the scheme you are in. Please do not phone us to report a general insurance claim.

Legal advice service Call 0117 934 0171

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice about the other territories is provided by solicitors operating during normal office hours. We will arrange for them to call you at the most convenient time.

INSURED INCIDENTS What is covered

PERSONAL INJURY

A specific or sudden accident which causes your death or bodily injury to you.

WHAT IS NOT COVERED

- A CLAIM RELATING TO THE FOLLOWING: a. Illness or bodily injury which happens gradually
 - Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
 - c. Clinical negligence
 - d. Defending your legal rights, but defending a counter-claim is covered
 - e. Any legal action against the travel agent, tour operator or carrier
 - Any legal costs that you have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).

GENERAL EXCLUSIONS WE WILL NOT PAY:

01. LATE REPORTED CLAIMS

A claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.

02. COSTS NOT AGREED BY US

Costs and expenses incurred before our written acceptance of a claim.

03. COURT AWARDS AND FINES

Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.



04. LEGAL ACTION NOT AGREED BY US

Any legal action that you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

05. DEFAMATION

Any claim relating to written or verbal remarks which damage your reputation.

06. A DISPUTE WITH DAS

A dispute with us not otherwise dealt with under Condition 9.

07. JUDICIAL REVIEW

Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.

08. NUCLEAR, WAR AND TERRORISM RISKS

A claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

09. LITIGANT IN PERSON

Any claim where you are not represented by a law firm, barrister or tax expert.

CONDITIONS APPLICABLE TO THIS SECTION

01. OBSERVANCE OF POLICY TERMS, YOU MUST:

- a. keep to the terms and conditions of this section
- b. take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything we ask for, in writing;
- e. report to us full and factual details of any claim as soon as possible and give us any information we need.

02. YOUR LEGAL REPRESENTATION

- a. On receipt of a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court
- b. If the appointed preferred law firm is unable to negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, you may choose your appointed representative
- c. If you choose a law firm as your appointed representative who is not a preferred law



firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount we will pay an appointed representative, which may vary from time to time, is currently £100 per hour.

d. The appointed representative must cooperate with us at all times and must keep us up to date with the progress of the claim.

03. YOUR RESPONSIBILITIES

- a. You must co-operate fully with us and the appointed representative.
- **b.** You must give the appointed representative any instructions that we ask you to.

04. OFFERS TO SETTLE A CLAIM

- b. If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
- c. We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and conduct in your name the pursuit or settlement of any claim. You will also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all information and assistance required.
- d. Where a settlement is made on a withoutcosts basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

05. ASSESSMENT AND RECOVERY OF COSTS

- You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.
- b. You must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

06. CANCELLATION OF A REPRESENTATIVE'S APPOINTMENT

If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end immediately, unless we agree to appoint another appointed representative.

07. EXPERT OPINION

We may require you to get, at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the experts opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

08. WITHDRAWAL OF COVERAGE

If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

09. ARBITRATION

If there is a disagreement between you and us regarding handling of any claim, that is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help. A disagreement can also be taken to an independent arbitrator. The arbitrator will be a Barrister chosen jointly by us and you. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. If the arbitrator finds in our favour, you will be responsible for the costs of arbitration.

10. CLAIMS UNDER THIS SECTION BY A THIRD PARTY

Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

11. OTHER INSURANCES

If the insurance provided by this section is also covered by another policy, or would have been covered if this policy did not exist, we will only pay our share of the claim, even if the other insurer refuses the claim.

12. APPLICABLE LAW

This section will be governed by the law applicable in the part of the United Kingdom, Channel Islands or Isle of Man in which you normally live. If this is not applicable, the law of England and Wales will apply. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

13. FRAUDULENT CLAIMS

We will, at our discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or we will not pay the claim if:

- a claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- intentionally exaggerated, or
- **b.** a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of our fraud prevention measures we will, at our discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

General conditions applying to all sections

01. IF YOU OR YOUR PERSONAL

REPRESENTATIVE NEED TO MAKE A CLAIM Please ring and ask for a claim form as soon as possible after an event which you may want to claim for.

NOTE: THE CLAIMS TELEPHONE NUMBER IS: 0345 122 3280

The phone line is open 24 hours, 365 days a year if you need to make a claim. We may record or monitor calls for training purposes or to improve the quality of our service. Fill in the claim form and return it with the relevant documents listed below, this policy and your insurance schedule. All the certificates, accounts, receipts, information and evidence you send must be in the form we ask for. Always send originals and not photocopies. You must pay any costs involved in providing these documents. Please do not send any documents until you send in your claim form.

We may be required to contact your GP in the United Kingdom to check your medical records.

MEDICAL AND OTHER EXPENSES

Please send details of the illness or injury and original receipts and bills for any expenses you have paid.

SKI PACK (LESSONS, HIRE, LIFT PASS) DIVE PACK (PREBOOKED DIVES, COURSES, HIRE) GOLF PACK (LESSONS, GREEN FEES)

Give reason for cutting short the use of your ski/ dive/golf pack and a medical certificate confirming that this was necessary.

PERSONAL ACCIDENT

Please send full details of the accident and injury. If you make a claim, you must allow our medical advisers to examine you as often as they need. (We will pay any costs and your expenses for these examinations if we accept your claim.)

PERSONAL LIABILITY

You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.

PERSONAL BELONGINGS, TECHNO PACK, EQUIPMENT AND TEMPORARY LOSS:

Please send full details of the belongings which have been lost, stolen or damaged. You should also send receipts to prove their value, proof of ownership, or bills for the cost of repairs. For loss or theft claims, you must also send a police report. If your belongings were lost, stolen or damaged while in the care of a carrier or handling agent, you must send a 'carrier's report' or 'property irregularity report' as well as the travel tickets and luggage receipts the carrier or handling agent gave you when you checked in. You must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and your belongings are now considered to be permanently lost. For temporaryloss claims, please send receipts for the replacement items you have bought and a 'carrier's report' or 'property irregularity report'.

EQUIPMENT HIRE

Please send receipts for the cost of the equipment hire and full details of what was lost, damaged or stolen.

MONEY AND DOCUMENTS

Please send full details together with a police report and cash withdrawal slips or similar proof of the money you withdrew.

IF YOU LOSE YOUR PASSPORT

Please send a police report, bills and receipts for travel and accommodation expenses.

IF YOU CANCEL THE TRIP

Please give the reason for cancelling the trip and send us your booking invoice or receipt and your cancellation invoice. We will need written proof of the reason for cancellation. If cancellation is due to illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured.

CUTTING THE TRIP SHORT

Please give the reason you cut short your trip, confirming that you had to come home early. Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel. You must then send this with your claim form.

DELAY

When you claim you must ask the airline or transport company to confirm in writing:

- a. the cause of the delay or cancellation;
- b. the period of the delay;
- c. the scheduled time of departure and arrival; and
- d. the actual time of departure and arrival.

MISSED DEPARTURE - EXTRA TRAVEL AND ACCOMMODATION EXPENSES

You must send receipts or bills for your expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how you got to the port or airport.

PISTE CLOSURE

Please ask the relevant authority to confirm in writing that the piste was closed. You must also send your receipts for transport to the other resort and the cost of the lift pass

TRAVEL LEGAL GUARD

Please send full details of the accident and your injury.

EXCESSES

If we agree to a claim for medical expenses which has been reduced by your using a European Health Insurance Card or private health insurance, you will not have to pay the excess.



General conditions applying to all sections

02. YOU WILL NOT BE COVERED FOR THE FOLLOWING:

- Any claims arising from routine treatment or care which could reasonably be expected to arise during your period of insurance.
- b. Any claim related to an incident that you were aware of at the time you took out this insurance and which could lead to a claim.
- c. Any claim that results from the tour operator, airline, or any other company, firm, or person not being able or not being willing to carry out any part of their obligation to you.
- d. You travelling contrary to the regulations of your transport provider.
- Indirect losses, which result from the incident that caused you to claim. For example replacing locks if you lose your keys.
- f. If you receive payment from someone or somewhere else, we will take this off your claim. This does not apply to Personal accident.
- g. Travel to a country or specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to.
- Additional expenses e.g. telephone calls, taxi fares, meals and refreshments or loss of earnings.
- i. Any claim caused directly or indirectly by:
 - i. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from an explosive nuclear device or other nuclear equipment;
 - ii. your property being held, taken, destroyed or damaged under the order of any government or other authority;
 - iii. pressure waves caused by aircraft or other flying machines travelling at sonic or supersonic speeds;
 - iv. war, invasion, hostilities (whether war is declared or not), civil unrest, revolution or any similar event. (This does not apply to Medical and Other Expenses while you are away from the United Kingdom.)
 - The use, release or threat of any nuclear weapon or device or chemical or biological agent.
 - vi.leaving your valuables or money and documents unattended

ADDITIONAL CONDITIONS

- 03. You must follow any suggestions or recommendations made by any government or other authority both before and during the period of insurance.
- 04. You must do all that you can to keep your claims as low as possible and to prevent theft, loss and damage.
- 05. If we pay any expenses which you are not covered for, you must pay these back within a month of the end of the period of insurance.
- 06. If you, or anyone acting for you, deliberately make a false claim or statement, the insurance will end and we will not pay any claims.
- 07. We may take action against someone in your name to get compensation or security for loss, damage or expenses covered by this insurance. You will not pay anything towards this action, but any amount or security handed over will belong to us.
- 08. If we have to pay any amounts because of the law of another country and we would not usually have to pay these amounts under the policy, you must repay the amounts to us.
- 09. All the sums insured and limits set out in this policy include VAT.
- 10. This contract of insurance will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).
- **11.** The premium for this insurance includes insurance premium tax where necessary.
- 12. If we pay a claim because your trip is cancelled, we will not pay a claim under any other section of the policy for the same trip.
- 13. Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

FRANÇOIS-XAVIER BOISSEAU CEO, Insurance



Registered Office Address: Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire, SO53 3YA

Registered in England and Wales No 354568.

This policy is supplied by:

SNOWCARD INSURANCE SERVICES LTD. 308-314 London Road Hadleigh Essex SS7 2DD

Telephone: 01702 427273 Email: assistance@snowcard.co.uk www.snowcard.co.uk





Data protection notice

Please read this notice carefully as it contains important information about our use of your personal information.

In this notice, we and us and our mean Ageas Insurance Limited. Your personal information means any information we hold about you and any information you give us about anyone else. You should show this notice to anyone else insured or proposed to be insured under your policy as it will also apply to them. It explains how we use all the information we have about you and the other people insured under your policy.

Please note that if you give us false or inaccurate information this could give us the right to avoid your insurance policy or it could impact your ability to claim.

SENSITIVE INFORMATION

Some of the personal information that we ask you to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. We need to use sensitive personal data to provide you with quotes, arrange and manage your policy and to provide the services described in your policy documents (such as dealing with claims).

HOW WE USE YOUR PERSONAL INFORMATION

We are part of the Ageas group of companies. We may share your personal information with other companies in the group for any of the purposes set out in this notice. If you want to know more about the Ageas group please go to www.ageas.co.uk.

We will use your personal information to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to you or your insurance adviser. We will also use your personal information to assess your insurance application and provide information to credit reference agencies.

We may research, collect and use data about you from publicly available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share your personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies. We will share your personal information with others:

- if we need to do this to manage your policy with us including settling claims (if the claim relates to an incident which occurs abroad we may transfer your personal information outside the European Economic Area);
- for underwriting purposes, such as assessing your application and arranging your policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); and/or
- if you have given us permission.

You can ask for further information about our use of your personal information. If you require such information, please write to the Data Protection Officer at the address set out below.

PREVENTING AND DETECTING CRIME

We may use your personal information to prevent crime. In order to prevent crime we may:

- check your personal information against our own databases;
- share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them. The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

DEALING WITH OTHERS ON YOUR BEHALF

To help you manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy. For your protection only you can cancel your policy or change the contact address.

MARKETING

We may use your personal information and information about your use of our products and services to carry out research and analysis. We will only use your personal information to market our products and services to you if you agree to this.

MONITORING AND RECORDING

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

FURTHER INFORMATION

You are entitled to receive a copy of any of your personal information we hold. If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use personal information, please write to the Data Protection Officer at Ageas Insurance Ltd, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving your name, address and insurance policy number. We may charge you a small fee for this.

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible by writing to us at the address above.

You have the right to complain to the Information Commissioner's Office at any time if you object to the way we use your personal information. For more information please go to www.ico.org.uk.



Emergencies

IN A MEDICAL EMERGENCY CALL:

ASSISTANCE INTERNATIONAL +44 23 8064 4633 Fax: +44 23 8064 4616 ai@ageas.co.uk

We may record or monitor calls for training purposes or to improve the quality of our service.

ALWAYS QUOTE:

- Policy number as shown on the Insurance Schedule.
- That you are a Snowcard Insurance client.The telephone number at which
- you may be contacted.

In the event of illness/accident the following information will be required:

- Full name and age of patient.
- Nature of Illness/Accident.
- Name and telephone number of hospital and/or attending doctor.

On admission of an insured person to Hospital abroad, Assistance International must be contacted as soon as possible if hospitalisation is likely to last for a period of more than 48 hours.

We may be required to contact your GP in the United Kingdom to check your medical records.

Do not use the emergency number for casual enquiries or insurance(s) for which no premium has been paid. Confirming payment of medical fees: If possible, you should pay for your medical treatment and then claim these costs when you return to the British Isles.

If you cannot pay the medical costs out of your own funds, contact Assistance International. Getting you home: If you are too ill to return to the British Isles using your return travel tickets, Assistance International can arrange other travel for you.

In special circumstances, they will arrange a road or air ambulance. Before you travel, the doctors looking after you must provide a certificate confirming that it is medically necessary for you to return home and that you are fit to travel. The conditions of the "Medical and other expenses section" and condition 5 of the "General conditions" also apply to the service provided by Assistance International.





SNOWCARD INSURANCE SERVICES LTD 308-314 London Road Hadleigh Essex SS7 2DD

Telephone: 01702 427273 Email: assistance@snowcard.co.uk

www.snowcard.co.uk

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